

CITY OF WILDOMAR CITY COUNCIL
AND WILDOMAR CEMETERY DISTRICT AGENDA

5:30 P.M. – CLOSED SESSION
6:30 P.M. – REGULAR MEETING
AUGUST 12, 2015
Council Chambers
23873 Clinton Keith Road



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

Gary Nordquist
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA AUGUST 12, 2015

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 matters of pending litigation:

- A. Poetoehena v. City of Wildomar, et al; RSC Case No. MCC 1301139
- B. Martha Bridges and John Burkett v. City of Wildomar; RSC Case No. MCC 1300555

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

PRESENTATIONS

Rotary Club Citizen of the Year

Cops 4 Kids

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 at this time.

1.0 CONSENT CALENDAR

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

1.1 Reading of Ordinances

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

1.2 Minutes – June 10, 2015 Regular Meeting

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

1.3 Warrant & Payroll Registers

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

1. Warrant Register dated 07-02-2015 in the amount of \$113,414.15;
2. Warrant Register dated 07-02-2015 in the amount of \$203,109.62;
3. Warrant Register dated 07-09-2015 in the amount of \$5,219.68;
4. Warrant Register dated 07-09-2015 in the amount of \$52,605.40;
5. Warrant Register dated 07-13-2015 in the amount of \$1,150.00;
6. Warrant Register dated 07-16-2015 in the amount of \$212,738.70;
7. Warrant Register dated 07-16-2015 in the amount of \$35,462.84;
8. Warrant Register dated 07-23-2015 in the amount of \$401,879.17;
9. Warrant Register dated 07-23-2015 in the amount of \$66,452.66;
10. Warrant Register dated 07-30-2015 in the amount of \$65,139.82;
11. Warrant Register dated 07/30/2015 in the amount of \$73,868.39; &
12. Payroll Register dated 08-01-2015 in the amount of \$68,075.14.

1.4 Treasurer's Report

RECOMMENDATION: Staff recommends that the City Council approve the Treasurer's Report for June, 2015.

1.5 Amendment to WRCOG Joint Powers Agreement - Governing Board

RECOMMENDATION: Staff recommends that the City Council Authorize the Mayor to execute the Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to add the Morongo Band of Mission Indians to the WRCOG Governing Board.

1.6 Tentative Tract Map 36497 – Final Map Approval, Subdivision Improvement Agreement, Stormwater Management/BMP Facilities Agreement

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

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE TRACT MAP 36497 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT

1.7 Support State Funding of Local Streets and Roads

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

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA URGING THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE

1.8 Assignment and Assumption Agreement for Lennar Homes Joint Community Facilities Agreement for Tract No. 32525 (North Ranch)

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to sign the Assignment and Assumption Agreement.

1.9 Annexation No. 2 into Community Facilities District (CFD) No. 2013-1 (Services) for Moralez Enterprises, LLC (PM 16803)

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

RESOLUTION NO. 2015 - _____
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), ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 2) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.10 Annexation No. 3 into Community Facilities District No. 2013-1 (Services) for Lennar Homes of California, Inc. (TR 36497)

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

RESOLUTION NO. 2015 - _____

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), ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 3) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.11 Annexation No. 4 into Community Facilities District No. 2013-1 (Services) for Rancon Medical and Educational Center, LLC (PM 36492)

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

RESOLUTION NO. 2015 - _____

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), ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 4) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.12 Assignment and Assumption Agreements - Tentative Tract Maps 25122 and 32078

RECOMMENDATION: Staff recommends that the City Council approve the Agreements and authorize the City Manager to enter into the Assignment and Assumption Agreement for Tentative Tract Maps 25122 and 32078.

1.13 Ordinance No. 109 Second Reading – Streamlined Permitting Procedures for Small Residential Rooftop Solar Installations

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

ORDINANCE NO. 109

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADDING CHAPTER 15.108 TO THE MUNICIPAL CODE TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

2.0 PUBLIC HEARINGS

There are not items scheduled.

3.0 GENERAL BUSINESS

3.1 Community Meeting Room Rental Policy and Fees

RECOMMENDATION: Staff recommends that the City Council:

1. Approve the Community Meeting Room Rental Policy; and
2. Adopt a Resolution Entitled:

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING THE COMMUNITY MEETING ROOM RENTAL
FEES

3.2 Regulating Massage Businesses and Massage Technicians Amendment

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 CHAPTER 5.36 (MASSAGE
ESTABLISHMENTS) OF THE WILDOMAR MUNICIPAL CODE

3.3 Local CEQA Guidelines & Procedures

RECOMMENDATION: The Planning Commission recommends that
the City Council adopt a Resolution entitled:

RESOLUTION NO. 2015- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ESTABLISHING THE CITY OF WILDOMAR LOCAL CEQA
GUIDELINES AND PROCEDURES

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE CITY COUNCIL

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

PUBLIC COMMENTS

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

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

4.0 CONSENT CALENDAR

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

4.1 Minutes – June 10, 2015 Regular Meeting

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

4.2 Warrant Register

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

1. Warrant Register dated 07-02-2015, in the amount of \$45.08;
2. Warrant Register dated 07-02-2015, in the amount of \$7,675.11;
3. Warrant Register dated 07-09-2015, in the amount of \$497.72;
4. Warrant Register dated 07-09-2015, in the amount of \$61.22;
5. Warrant Register dated 07-16-2015, in the amount of \$248.86;
6. Warrant Register dated 07-16-2015, in the amount of \$13,958.12;
7. Warrant Register dated 07-23-2015, in the amount of \$725.85;
8. Warrant Register dated 07-23-2015, in the amount of \$1,105.98; &
9. Warrant Register dated 07-30-2015, in the amount of \$853.10.

4.3 Treasurer's Report

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Treasurer's Report for June, 2015.

5.0 PUBLIC HEARINGS

There are no items.

6.0 GENERAL BUSINESS

There are no items.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

City Council/Wildomar Cemetery District Regular Meeting Schedule

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

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

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

I, Debbie A. Lee, Wildomar City Clerk, do certify that on August 7, 2015, 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, City Clerk

**CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
JUNE 10, 2015**

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

The closed session of June 10, 2015, of the Wildomar City Council was called to order by Mayor Benoit at 5:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

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

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

PUBLIC COMMENTS

There were no speakers.

CLOSED SESSION

City Clerk Lee read the following:

1. The City Council will meet in closed session pursuant to the provisions of Government Code section 54957(b) regarding Public Employee Performance Evaluation. Title: City Manager.
2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(1) to confer with legal counsel with regard to the following matters of pending litigation:
 - A. Alliance for Intelligent Planning v. City of Wildomar; RSC Case No. RIC1400012.
 - B. Martha Bridges and John Burkett v. City of Wildomar; RSC Case No. MCC 1300555.
 - C. Katlyn Parra v. City of Wildomar, et al.; RSC Case No. RIC 1212172.

The Council convened into closed session at 5:31 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.

ANNOUNCEMENT

City Attorney Jex stated there was no reportable action.

ADJOURN CLOSED SESSION

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

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

The regular meeting of June 10, 2015, of the Wildomar City Council was called to order by Mayor Benoit at 6:31 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

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

Staff in attendance: City Manager Nordquist, City Attorney Jex, Assistant City Manager York, Assistant Planner Garcia, Police Chief Hollingsworth, Fire Chief Vela, Administrative Analyst Morales, and City Clerk Lee.

Mayor Benoit requested a moment of silence in respect for three individuals who have passed away: Marine Eric Seamon, Menifee Councilman Wally Edgerton, and Joe Semon.

The flag salute was led by the Miss City of Wildomar Queens.

PRESENTATIONS

Mayor Benoit presented certificates to the 2014 Miss City of Wildomar Queens.

Chief Vela presented the Fire Department update.

PUBLIC COMMENTS

Pam Nelson, Sierra Club, spoke regarding the Murrieta Creek Regional Trail project.

Ken Mayes, resident, spoke regarding his concerns regarding streets.

Patti Hatch, resident, spoke regarding the proposed street name changes.

COUNCIL COMMUNICATIONS

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

APPROVAL OF THE AGENDA AS PRESENTED

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

MOTION carried 5-0, as follows:

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

NAY: None

ABSTAIN: None

ABSENT: None

1.0 CONSENT CALENDAR

A MOTION was made by Mayor Pro Tem Moore, seconded by Councilwoman Swanson, to approve the Consent Calendar as presented.

MOTION carried 5-0, as follows:

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

NAY: None

ABSTAIN: None

ABSENT: None

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances.

1.2 Minutes – February 11, 2015 Regular Meeting

Approved the Minutes as submitted.

1.3 Warrant & Payroll Registers

Approved the following:

1. Warrant Register dated 05-07-2015 in the amount of \$516,069.88;
2. Warrant Register dated 05-12-2015 in the amount of \$50.00;
3. Warrant Register dated 05-14-2015 in the amount of \$258,313.17;
4. Warrant Register dated 05-21-2015 in the amount of \$278,152.44;
5. Warrant Register dated 05-21-2015 in the amount of \$301.00; &
6. Payroll Register dated 06-01-2015 in the amount of \$67,084.99.

1.4 Treasurer's Report

Approved the Treasurer's Report for April, 2015.

1.5 Revisions to Chapter 2.36 of the Wildomar Municipal Code

Adopted a Resolution entitled:

RESOLUTION NO. 2015 - 27

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

1.6 Notice of Intent to hold a Public Hearing for placing liens on parcels with unpaid charges on trash collection services

Provided a Notice of Intent to hold a Public Hearing on July 8, 2015, for placing liens on parcels with unpaid charges on trash collection services.

1.7 Grading Agreement with Wildomar-Harvest Way 30, LLC (City Project 15-0038: Tract 23445-1)

Authorized the City Engineer to execute the Grading Agreement with Wildomar-Harvest Way 30, LLC, a Delaware limited liability company.

1.8 Ordinance No. 107 Second Reading - Wireless Communications Facilities Amendment (ZOA No. 15-01)

Adopted an Ordinance entitled:

ORDINANCE NO. 107

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN
ACCORDANCE WITH SECTION 15061(B)(3) OF CEQA, AND ADDING
CHAPTER 17.310 TO THE WILDOMAR MUNICIPAL CODE (TITLE 17)

REGULATING WIRELESS COMMUNICATION FACILITIES IN THE CITY
OF WILDOMAR

2.0 PUBLIC HEARINGS

2.1 2015 Development Impact Fee Update (Continued from 05-13-15)

City Clerk Lee read the title.

Mayor Benoit opened the public hearing.

Assistant City Manager York presented the staff report.

SPEAKERS:

Ken Mayes, resident, spoke regarding how the developers need to pay their way.

Nathan Miller, BIA, spoke regarding his concerns with the fees.

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

City Council ensued regarding the fees and phasing them in instead of all at once. One third in 2016, another third in 2017, and the final third in 2018.

The amendment to the Resolution shall be: "Section 6. Effective Date. The fees for Transportation – Roads and Transportation – Signals shall become effective on August 10, 2015. The fees for Parks Improvements shall be phased with the first 1/3 on January 1, 2016; the second 1/3 on January 1, 2017; and the third 1/3 on January 1, 2018."

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

RESOLUTION NO. 2015 - 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE "CITY OF WILDOMAR IMPACT FEE STUDY UPDATE REPORT", ESTABLISHING A NEW PARK IMPROVEMENT DEVELOPMENT IMPACT FEE AND A NEW TRAFFIC SIGNALS IMPACT FEE AND INCREASING THE EXISTING ROAD IMPROVEMENT IMPACT FEE AND FINDING THAT THE

ADOPTION OF THIS RESOLUTION IS NOT SUBJECT TO CEQA
REVIEW PURSUANT TO CEQA GUIDELINE 15378(b)(4)

MOTION carried 4-1, as follows:

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

NAY: Cashman

ABSTAIN: None

ABSENT: None

The Ordinance would have to be amended for the effective date to be August 10, 2015.

A MOTION was made by Councilwoman Swanson, seconded by Mayor Benoit, to introduce and approve first reading of an Ordinance, as amended, entitled:

ORDINANCE NO. 106
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, REPEALING CHAPTER 10.40 (TRAFFIC
SIGNAL COST MITIGATION FEE PROGRAM) OF THE WILDOMAR
MUNICIPAL CODE

MOTION carried 5-0, as follows:

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

NAY: None

ABSTAIN: None

ABSENT: None

2.2 Accessory Structures Code Amendment (ZOA No. 15-02)

City Clerk Lee read the title.

Mayor Benoit opened the public hearing.

Assistant Planner Garcia presented the staff report.

A MOTION was made by Councilman Walker, seconded by Councilwoman Swanson, to introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 108

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15061(B)(3) AND SECTION 15303(E) OF THE CEQA GUIDELINES, AND ADOPTING AN ORDINANCE AMENDING SECTIONS 17.172.130 (DETACHED ACCESSORY BUILDINGS) AND 17.216.050 (ACTION ON PLOT PLANS) OF THE WILDOMAR MUNICIPAL CODE

MOTION carried 5-0, as follows:

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

NAY: None

ABSTAIN: None

ABSENT: None

3.0 GENERAL BUSINESS

There were no items.

CITY MANAGER REPORT

City Manager Nordquist presented the report.

FUTURE AGENDA ITEMS

**A new fallen soldier banner for Eric Seamon

ADJOURN THE CITY COUNCIL

There being no further business, Mayor Benoit declared the meeting adjourned at 7:37 p.m. in memory of Joe Semon. The meeting is adjourned to June 24, 2015 at 6:30 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Ben Benoit
Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.3
CONSENT CALENDAR
Meeting Date: August 12, 2015

TO: Mayor and City Council Members
FROM: 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 07-02-2015 in the amount of \$113,414.15;
2. Warrant Register dated 07-02-2015 in the amount of \$203,109.62;
3. Warrant Register dated 07-09-2015 in the amount of \$5,219.68;
4. Warrant Register dated 07-09-2015 in the amount of \$52,605.40;
5. Warrant Register dated 07-13-2015 in the amount of \$1,150.00;
6. Warrant Register dated 07-16-2015 in the amount of \$212,738.70;
7. Warrant Register dated 07-16-2015 in the amount of \$35,462.84;
8. Warrant Register dated 07-23-2015 in the amount of \$401,879.17;
9. Warrant Register dated 07-23-2015 in the amount of \$66,452.66;
10. Warrant Register dated 07-30-2015 in the amount of \$65,139.82;
11. Warrant Register dated 07/30/2015 in the amount of \$73,868.39; &
12. Payroll Register dated 08-01-2015 in the amount of \$68,075.14.

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 2014-15 Budgets and Fiscal Year 2015-16 Budgets.

Submitted by:
Terry Rhodes
Accounting Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Voucher List 07/02/15(2)

Voucher List 07/09/15(2)

Voucher List 07/13/15(1)

Voucher List 07/16/15(2)

Voucher List 07/23/15(2)

Voucher List 07/30/15(2)

Payroll Register 08/01/15(1)

Voucher List
City of Wildomar

07/02/2015 4:35:58PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204952	7/2/2015	000843 3 DAY KITCHEN & BATH INC	07/02/2015		FABRICATE/INSTALL SITTING TABLE COUNTERT	4,150.00
Total :						4,150.00
204953	7/2/2015	000458 AMERICAN FENCE COMPANY, INC.	1849261B		6/21/15-7/20/15 INSTALL/REMOVE 448 FT MA	89.60
Total :						89.60
204954	7/2/2015	000028 CALPERS	1770A		JULY 2015 MEDICAL PREMIUM	12,982.26
Total :						12,982.26
204955	7/2/2015	000700 CPRS	DT51815		MEMBERSHIP RENEWAL 9/1/15	170.00
Total :						170.00
204956	7/2/2015	000076 EDC OF SOUTHWEST CALIFORNIA	CW2015-2016		FY 15/16 EDC CITY MEMBERSHIP	6,500.00
Total :						6,500.00
204957	7/2/2015	000685 GREAT AMERICA FINANCIAL SERVIC	17130719		JULY 2015 - 2 CANON COPIER SYSTEMS	405.01
Total :						405.01
204958	7/2/2015	000024 GUARDIAN	61615		JULY 2015 DENTAL & VISION BENEFIT	1,871.28
Total :						1,871.28
204959	7/2/2015	000304 JOE A. GONSALVES & SON	25377		2015 JULY CONTRACTUAL LEGISLATIVE ADVOCA	3,000.00
Total :						3,000.00
204960	7/2/2015	000005 PARSAC	16-100		FY 15/16 ANNUAL COMMERCIAL CRIME BOND	700.00
			16-135		FY 15/16 ANNUAL PROPERTY INSURANCE	5,074.00
			16-34		FY 15/16 ANNUAL LIABILITY PROGRAM CONTRI	51,777.00
			16-64		FY 15/16 ANNUAL WORKER'S COMP CONTRIBUTI	22,529.00
Total :						80,080.00
204961	7/2/2015	000290 SOUTHERN CALIFORNIA, ASSOCIATION OF G	51815		FY 15/16 DUES ASSESSMENT	3,428.00

Voucher List
City of Wildomar

07/02/2015 4:35:58PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204961	7/2/2015	000290	000290 SOUTHERN CALIFORNIA, ASSOCIATION		(Continued)	Total : 3,428.00
204962	7/2/2015	000141	SWANK MOTION PICTURES INC	1267954	7/11/15 MOVIE IN THE PARK "GREASE"	351.00
				1271322	8/15/15 MOVIE IN THE PARK "BACK TO THE F	351.00
					Total :	702.00
204963	7/2/2015	000139	WILDOMAR CHAMBER OF COMMERCE	507	JULY 2015 CHAMBER MONTHLY BREAKFAST	36.00
					Total :	36.00
12 Vouchers for bank code : wf						Bank total : 113,414.15
12 Vouchers in this report						Total vouchers : 113,414.15

Voucher List
City of Wildomar

07/02/2015 4:53:49PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204964	7/2/2015	000458 AMERICAN FENCE COMPANY, INC.	1849261A		6/21/15-7/20/15 INSTALL/REMOVE 448 FT	44.80
Total :						44.80
204965	7/2/2015	000028 CALPERS	14560760		YTD ADMIN/OTHER FEE (GASB68 VALUATION)	850.00
Total :						850.00
204966	7/2/2015	000076 EDC OF SOUTHWEST CALIFORNIA	CW2015		2015 ECONOMIC CONFERENCE 5/14/15	250.00
Total :						250.00
204967	7/2/2015	000642 ESA, ENVIRONMENTAL SCIENCE ASC	114946		PROF SVCS - WILDOMAR WESTPK PROM THRU 5/	11,708.75
Total :						11,708.75
204968	7/2/2015	000072 INTERWEST CONSULTING GROUP	22506		MAY 2015 PROFESSIONAL SVCS	183,464.82
Total :						183,464.82
204969	7/2/2015	000793 JAMES R. RILEY, C.P.A.	70115		JUNE 2015 INTERIM FIN DIR SVCS	2,943.75
Total :						2,943.75
204970	7/2/2015	000599 MV CHENG & ASSOCIATES INC	6/30/2015		JUNE 2015 CONTRACTUAL ADMIN ASST SVCS	3,847.50
Total :						3,847.50
7 Vouchers for bank code : wf						Bank total : 203,109.62
7 Vouchers in this report						Total vouchers : 203,109.62

Voucher List
City of Wildomar

07/09/2015 1:17:10PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204981	7/9/2015	000843 3 DAY KITCHEN & BATH INC	2365BAL	0000142	FABRICATION/INSTALL COUNTERTOP COUNCIL C	1,862.50
Total :						1,862.50
204982	7/9/2015	000660 ACCOUNTEMP	43382253		WE 6/26/15 ACCTING CONTRACTUAL SVCS	707.20
Total :						707.20
204983	7/9/2015	000554 AT & T	62815		TELEPHONE LONG DIST P/E 6/28/15	37.44
Total :						37.44
204984	7/9/2015	000008 AT&T MOBILITY	x06282015		COUNCIL MOBILE PHONE 5/21/15-6/20/15	112.95
Total :						112.95
204985	7/9/2015	000850 CLINTON KEITH VETERINARY, HOSPITAL INC	63015		REFUND OF DEVELOPERS UNUSED DEPOSIT FUND	894.72
Total :						894.72
204986	7/9/2015	000022 EDISON	63015A 63015B		ELEC 5/29/15-6/29/15 BASEBALL FIELD ELEC 5/29/15-6/29/15 21400 PALOMAR ST	54.98 159.37
Total :						214.35
204987	7/9/2015	000016 INNOVATIVE DOCUMENT SOLUTIONS	156798		6/1/15-6/30/15 CONTRACT COPIER SERVICES	569.99
Total :						569.99
204988	7/9/2015	000147 MARATHON REPROGRAPHICS	93920		WILDOMAR MDP-CIP-023	30.00
Total :						30.00
204989	7/9/2015	000833 OFFICE TEAM	43347233		W/E 6/26/15 ADMINISTRATIVE SVCS	736.10
Total :						736.10
204990	7/9/2015	000677 OLDCASTLE PRECAST INC	500008441 500008442 500008443		ZONE 62 - CATCH BASIN INSERT MAINTENANCE ZONE 52 - CATCH BASIN INSERT MAINTENANCE ZONE 59 - CATCH BASIN INSERT MAINTENANCE	564.00 1,222.00 235.00

Voucher List
City of Wildomar

07/09/2015 1:17:10PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204990	7/9/2015	000677 000677 OLDCASTLE PRECAST INC	(Continued)			Total : 2,021.00
204991	7/9/2015	000042 PV MAINTENANCE, INC.	005-171		JUNE 2015 MAINTENANCE CONTRACTUAL SERVIC	36,810.91
			005-171A		JUNE 2015 LOST & COTTONWOOD GRADING	7,527.64
						Total : 44,338.55
204992	7/9/2015	000844 SIGNARAMA MURRIETA	5940BAL	0000143	CITY SEAL - ACRYLIC INTERIOR WALL SIGN	917.92
						Total : 917.92
204993	7/9/2015	000475 THE SAN DIEGO UNION-TRIBUNE, LLC	10928203		PUBLIC NOTICE - TRASH TAX ROLL	111.68
						Total : 111.68
204994	7/9/2015	000020 VERIZON	62215A		6/22/15-7/21/15 FIOS INTERNET CHARGES	51.00
						Total : 51.00
14 Vouchers for bank code : wf						Bank total : 52,605.40
14 Vouchers in this report						Total vouchers : 52,605.40

Voucher List
City of Wildomar

07/09/2015 12:55:18PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204974	7/9/2015	000299 AUDITOR CONTROLLER GAD- LAFCO	AC0000001115		LAFCO FEES FY 15/16	1,112.17
Total :						1,112.17
204975	7/9/2015	000028 CALPERS	14566917		UNFUNDED ACCRUED LIABILITY AS OF 6/30/13	2,677.00
Total :						2,677.00
204976	7/9/2015	000647 JOLLY JUMPS	071115CW		SPEC EVENT 7/11/15 - CITY BIRTHDAY CELEB	150.00
Total :						150.00
204977	7/9/2015	000849 MORALEZ ENTERPRISES LLC	70815		RELEASE OF PERFORMANCE BOND DEPOSIT	1,000.00
Total :						1,000.00
204978	7/9/2015	000020 VERIZON	62215		6/22/15-7/21/15 FIOS INTERNET CHARGES	118.99
Total :						118.99
204979	7/9/2015	000437 VERIZON WIRELESS	9747759477		5/23/15-6/22/15 DATA INTERNET CHARGE	61.52
Total :						61.52
204980	7/9/2015	000139 WILDOMAR CHAMBER OF COMMERCE	526		10 STORM TICKETS - CITY BIRTHDAY CELEBRA	100.00
Total :						100.00
7 Vouchers for bank code : wf						Bank total : 5,219.68
7 Vouchers in this report						Total vouchers : 5,219.68

Voucher List
City of Wildomar

07/13/2015 3:20:10PM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204995	7/13/2015	000634 HEYDAY RECORDS AND EVENTS	70815		7/11/15 BAND/LIGHTS/STAGE - CITY BIRTHDA	1,150.00

Total : 1,150.00

1 Vouchers for bank code : wf

Bank total : 1,150.00

1 Vouchers in this report

Total vouchers : 1,150.00

Voucher List
City of Wildomar

07/20/2015 2:58:13PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205001	7/16/2015	000660 ACCOUNTEMPS	43413080A		WE 7/03/15 ACCTING CONTRACTUAL SVCS	353.60
Total :						353.60
205002	7/16/2015	000080 BURKE, WILLIAMS AND SORENSON,, LLP	189868		MAY 2015 LEGAL FEES	65,915.63
Total :						65,915.63
205003	7/16/2015	000081 CALIFORNIA BUILDING STANDARDS, COMMIS 71315			APR 2015-JUN 2015 CA BLDG STDS ADMIN REV	518.52
Total :						518.52
205004	7/16/2015	000785 CORELOGIC SOLUTIONS, LLC	81514936		JUNE 2015 CODE ENFORCEMENT SOFTWARE	238.50
Total :						238.50
205005	7/16/2015	000011 CR&R INC.	280751		6/01/15 & 6/15/15 DUMP 40 YD BOX & DISPO	492.24
Total :						492.24
205006	7/16/2015	000082 DEPARTMENT OF CONSERVATION, DIVISION 70315			APRIL 2015-JUNE 2015 SMIP FEES	1,077.23
Total :						1,077.23
205007	7/16/2015	000075 DOGGIE WALK BAGS, INC.	0051502-IN		DISPENSER/POST/SIGN - WINDSONG	403.96
Total :						403.96
205008	7/16/2015	000022 EDISON	70215A		6/1/15-7/1/15 ELECTRIC CSA 103 PALOMAR	40.84
			70215B		6/1/15-7/1/15 ELECTRIC CITY LAMPS	94.85
			70915A		6/1/15-7/1/15 ELECTRIC - WILDOMAR CITY L	201.96
			70915B		6/1/15-7/1/15 ELECTRIC - WILDOMAR CITY L	74.90
			70915C		6/1/15-7/1/15 ELECTRIC CSA 22	3,097.37
			70915D		5/15/15-7/1/15 ELECTRIC CSA 103	13,910.11
			71015		6/1/15-7/1/15 ELECTRIC CSA 142	1,982.30
Total :						19,402.33
205009	7/16/2015	000499 INLAND EMPIRE LANDSCAPE INC	8275		JUNE 2015 LANDSCP MAINT	8,859.85
Total :						8,859.85

Voucher List
City of Wildomar

07/20/2015 2:58:13PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205010	7/16/2015	000661 JOHNSON, ROCHELLE	7673 f40788/3		CAMP OUT REIMBURSEMENT CAMP OUT REIMBURSEMENT	20.90 41.52 Total : 62.42
205011	7/16/2015	000631 LABOR READY	19825115		6/27/15 CAMP OUT IN THE PARK - LABOR	248.86 Total : 248.86
205012	7/16/2015	000833 OFFICE TEAM	43405142		WE 7/03/15 ADMIN SERVICES	368.05 Total : 368.05
205013	7/16/2015	000018 ONTRAC	8242540		PROJECT RELATED SHIPPING COSTS	14.36 Total : 14.36
205014	7/16/2015	000778 PARSONS TRANSPORTATION GRP INC	1507A577	0000134	FY 14/15 PROF SVCS AGREEMENT W/PARSONS F	25,659.45 Total : 25,659.45
205015	7/16/2015	000020 VERIZON	060115A 60115B		6/01/15-6/30/15 OFFICE TELEPHONE CHARGES 6/01/15-6/30/15 TELEPHONE CHARGES	369.87 46.67 Total : 416.54
205016	7/16/2015	000437 VERIZON WIRELESS	9747759477A		5/23/15-6/22/15 DATA INTERNET CHR	22.35 Total : 22.35
205017	7/16/2015	000006 WELLS FARGO PAYMENT REMITTANCE, CEN	100 150 175 190390 51315 51415 51915 53015 5851507196666839 5954 5954 60215		MENIFEE STATE OF THE CITY COUNCIL MEETING SUPPLIES FOR 6/10/15 RTA T-NOW MEETING 5/27/15 DIF LIBRARY SUPPLIES NON-DEPT DEPT SUPPLIES NON-DEPT DEPT SUPPLIES NOTARY - CITY CLERK SUPPLIES FOR DRIVE-IN MOVIE EVENT BATTERIES/MOUNTING TAPE TEMECULA STATE OF THE CITY HEALTH & FITNESS FAIR HEALTH PERMIT BLDG & SAFETY ONLINE PAYMENT PROCESSING	70.00 6.99 17.48 1,380.95 8.53 11.11 13.00 56.16 57.20 280.00 87.00 59.95

Voucher List
City of Wildomar

07/20/2015 2:58:13PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
205017	7/16/2015	000006 WELLS FARGO PAYMENT REMITTANCE, CEN	(Continued) 62		POSTAGE FOR ASSET RECOVERY DOCUMENTS	5.75	
			6291		CAMP OUT HEALTH PERMIT	87.00	
			75.00		MMASC OF SO CA ANNUAL MEMBERSHIP RENEWAL	75.00	
			767977393		BUILDING & SAFETY OFFICE SUPPLIES	12.19	
			772895006		OFFICE/DEPT SUPPLIES	556.94	
			998		COUNCIL MEETING SUPPLIES FOR 6/10/15	67.99	
			CORR-WF		CREDIT ADJUSTMENTS	-679.06	
					Total :	2,174.18	
205018	7/16/2015	000131 WESTERN RIVERSIDE COUNTY, RCA	70615		JUNE 2015 MSHCP MITIGATION FEES	15,504.00	
					Total :	15,504.00	
205019	7/16/2015	000055 WRCOG	70915		JUNE 2015 TUMF FEES	70,984.00	
					Total :	70,984.00	
205020	7/16/2015	000537 ZEE MEDICAL INC	1401729737		OFFICE MEDICAL SUPPLIES	22.63	
					Total :	22.63	
20 Vouchers for bank code : wf						Bank total :	212,738.70
20 Vouchers in this report						Total vouchers :	212,738.70

Voucher List
City of Wildomar

07/20/2015 4:33:11PM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
205021	7/16/2015	000660 ACCOUNTEMPS	43413080		WE 7/03/15 ACCTING CONTRACTUAL SVCS	353.60
Total :						353.60
205022	7/16/2015	000028 CALPERS	71015		6/27/15-7/10/15 BENEFIT CONTRIBUTIONS	5,967.82
Total :						5,967.82
205023	7/16/2015	000698 CITYBYAPP INC	70715		CITY MOBILE APP - HOST/ ANNUAL RENEWAL	2,869.00
Total :						2,869.00
205024	7/16/2015	000011 CR&R INC.	280788		7/1/15 4YD BOX - BASEBALL FIELD	145.30
Total :						145.30
205025	7/16/2015	000811 GENERAL CREDIT FORMS, INC.	477063		THERMAL RECEIPT PAPER FOR CC MACHINE	59.61
Total :						59.61
205026	7/16/2015	000017 INTERNATIONAL CODE COUNCIL,, INC.	3057047		FY 15/16 GOVERNMENTAL MEMBER DUES	135.00
Total :						135.00
205027	7/16/2015	000661 JOHNSON, ROCHELLE	7/12/2015		JUNE 29 - JULY 12, 2015 ACCOUNTING CONTR	900.00
Total :						900.00
205028	7/16/2015	000833 OFFICE TEAM	43405142B		W/E 7/03/15 ADMINISTRATIVE SVCS	368.05
Total :						368.05
205029	7/16/2015	000018 ONTRAC	8242540B		PROJECT RELATED SHIPPING COSTS	3.59
Total :						3.59
205030	7/16/2015	000186 RIGHTWAY	79970		7/02/15-7/29/15 WINDSONG PARK (2 SCHED S	305.00
Total :						305.00
205031	7/16/2015	000790 SPARKLETTS	70415		7/02/15-7/04/15 DRINKING WATER	31.36
Total :						31.36
205032	7/16/2015	000435 STRATA OAK, LLC C/O STRATA, EQUITY GRO	70115		JULY 2015 CITY HALL MONTHLY LEASE	22,374.50

Voucher List
City of Wildomar

07/20/2015 4:33:11PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205032	7/16/2015	000435	000435 STRATA OAK, LLC C/O STRATA, EQUITY I (Continued)			Total : 22,374.50
205033	7/16/2015	000215	THE PRESS-ENTERPRISE	10065832	PUBLIC NOTICE - SIGN VARIANCE 15-0032	103.20 Total : 103.20
205034	7/16/2015	000749	VANTAGEPOINT TRANSFER AGENTS, 307207	102001459	ICMA-RC REMITTANCE	1,410.00 Total : 1,410.00
205035	7/16/2015	000020	VERIZON	70115A 70115B	7/1/15-7/31/15 OFFICE TELEPHONE CHARGES 7/1/15-7/31/15 TELEPHONE CHARGES	369.90 46.91 Total : 416.81
205036	7/16/2015	000139	WILDOMAR CHAMBER OF COMMERCE	528	2 - STORM TICKETS FOR PRIZES - CITY BIRT	20.00 Total : 20.00
16 Vouchers for bank code : wf						Bank total : 35,462.84
16 Vouchers in this report						Total vouchers : 35,462.84

Voucher List
City of Wildomar

07/23/2015 3:44:23PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205043	7/23/2015	000033 AMERICAN FORENSIC NURSES	66442 66472		BLOOD DRAW (5) UR SPEC (2) BLOOD DRAW (1)	280.00 40.00 Total : 320.00
205044	7/23/2015	000034 BIO-TOX LABORATORIES	30605 30606 30651		RC SHERIFF - LAB SERVICES RC SHERIFF - LAB SERVICES RC SHERIFF - LAB SERVICES	605.34 113.00 227.94 Total : 946.28
205045	7/23/2015	000779 CASC ENGINEERING & CONSULTING	33857		PROF. SVC THROUGH 6/30/15	16,227.50 Total : 16,227.50
205046	7/23/2015	000035 COUNTY OF RIVERSIDE, TLMA	TL0000011673		C40074 GRAND AVE COOP AGREEMENT 4/28/15	63,000.00 Total : 63,000.00
205047	7/23/2015	000037 DATA TICKET, INC.	62828 63105		JUNE 2015 CODE CITATION PROCESSING JUNE 2015 DAILY CITATION PROCESSING	200.00 644.88 Total : 844.88
205048	7/23/2015	000054 DEPARTMENT OF TRANSPORTATION	SL151132		APRIL 2015 - JUNE 2015 SIGNALS & LIGHTIN	3,836.51 Total : 3,836.51
205049	7/23/2015	000194 HDL COREN AND CONE	0021625-IN		CAFR SERVICES - FY 14/15 STATISTICAL REP	595.00 Total : 595.00
205050	7/23/2015	000072 INTERWEST CONSULTING GROUP	22659 22691		JUNE 2015 PROF SVC JUNE 2015 PROF SVC	18,594.25 179,225.25 Total : 197,819.50
205051	7/23/2015	000246 RIVERSIDE COUNTY RECORDER	071115		CODE ENF 5/28/15 APN 366-190-047 JAMES B	64.50 Total : 64.50
205052	7/23/2015	000047 RIVERSIDE COUNTY, SHERIFF'S DEPARTMEN	SH0000026392		MAY 2015 JAIL ACCESS FEE	6,813.12

Voucher List
City of Wildomar

07/23/2015 3:44:23PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205052	7/23/2015	000047 RIVERSIDE COUNTY, SHERIFF'S DEPARTMEN	(Continued) SH0000026488		MAY 2015 CONTRACT LAW ENFORCEMENT / CRED	83,720.99
			SH0000026586		JUNE 2015 JAIL ACCESS FEE	4,258.20
Total :						94,792.31
205053	7/23/2015	000047 RIVERSIDE COUNTY, SHERIFF'S DEPARTMEN	SH0000026611		FINGER PRINT/LIVE SCAN 7/1/14-6/30/15	32.00
Total :						32.00
205054	7/23/2015	000529 SIEMENS INDUSTRY, INC	5610010131		JUNE 2015 TRAFFIC SIGNAL MAINTENANCE	1,576.40
			5620002379		JUNE 2015 CENTRAL, CERVERA & WILD STALLI	8,594.24
			5620003539		JUNE 2015 TRAFFIC SIGNAL RESPONSE CALL O	4,248.46
			5620004253		JUNE 2015 FINAL - MISSION & PALOMAR TRAF	7,691.59
Total :						22,110.69
205055	7/23/2015	000852 TOWN & COUNTRY TOWING	2219		SHERIFF VEHICLE TOWING	215.00
			8106		SHERIFF VEHICLE TOWING	860.00
			8254		SHERIFF VEHICLE TOWING	215.00
Total :						1,290.00
13 Vouchers for bank code : wf						Bank total : 401,879.17
13 Vouchers in this report						Total vouchers : 401,879.17

Voucher List
City of Wildomar

07/23/2015 4:45:35PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205056	7/23/2015	000660 ACCOUNTEMP	43463891		WE 7/10/15 ACCTING CONTRACTUAL SVCS	719.20
					Total :	719.20
205057	7/23/2015	000312 ADAME LANDSCAPE, INC.	62118		JULY 2015 MTHLY LANDSCAPE MAINT CSA103/C	125.00
					Total :	125.00
205058	7/23/2015	000031 AFLAC, REMITTANCE PROCESSING, CENTER	898528		JULY 2015 MEDICAL INS. BENEFIT	974.67
					Total :	974.67
205059	7/23/2015	000760 ARMADACARE, ATTN: ULTIMATE HEALTH	35727		AUGUST 2015 PREMIUM	2,214.00
					Total :	2,214.00
205060	7/23/2015	000028 CALPERS	1796A		AUGUST 2015 MEDICAL PREMIUM	12,979.67
					Total :	12,979.67
205061	7/23/2015	000027 DIRECT TV	26246619141		7/12/15-8/11/15 CABLE SERVICE - CITY HAL	110.98
					Total :	110.98
205062	7/23/2015	000685 GREAT AMERICA FINANCIAL SERVIC	17276340		2 - CANON COPIER SYSTEMS - AUG 2015	405.01
					Total :	405.01
205063	7/23/2015	000024 GUARDIAN	71615		AUGUST 2015 DENTAL/VISION BENEFITS	1,871.28
					Total :	1,871.28
205064	7/23/2015	000510 OCHOA'S BACKFLOW SYSTEMS	9859		ZONE 62 BACKFLOW TEST	40.00
					Total :	40.00
205065	7/23/2015	000833 OFFICE TEAM	43450193		WE 7/10/15 ADMINISTRATIVE SVCS	748.68
					Total :	748.68
205066	7/23/2015	000149 RIVERSIDE COUNTY EXECUTIVE, OFFICE	1516-01COU		JULY 2015-SEPT2015 ANIMAL SHELTER SHELTE	46,067.22
					Total :	46,067.22
205067	7/23/2015	000020 VERIZON	70715		7/7/15-8/6/15 TELEPHONE CHARGES	46.95

Voucher List
City of Wildomar

07/23/2015 4:45:35PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205067	7/23/2015	000020 000020 VERIZON			(Continued)	Total : 46.95
205068	7/23/2015	000139 WILDOMAR CHAMBER OF COMMERCE	530		WILDOMAR COMM. NIGHT @ STORM 7/25/15	150.00
					Total :	150.00
13 Vouchers for bank code : wf						Bank total : 66,452.66
13 Vouchers in this report						Total vouchers : 66,452.66

Voucher List
City of Wildomar

07/30/2015 4:24:38PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205087	7/30/2015	000080 BURKE, WILLIAMS AND SORENSON,, LLP	188771B 190679		APRIL 2015 LEGAL FEE LMD89-1C JUNE 2015 LEGAL FEES	82.00 52,207.86 Total : 52,289.86
205088	7/30/2015	000402 COUNTY OF RIVERSIDE	71615		4/1/15-6/30/15 BILLING FOR RECORDS - COD	127.00 Total : 127.00
205089	7/30/2015	000642 ESA, ENVIRONMENTAL SCIENCE ASC	115294		PROF SVCS - WILDOMAR WESTPARK PROM THRU	5,170.00 Total : 5,170.00
205090	7/30/2015	000836 KOA CORPORATION	JB53022X3		6/01/15-6/28/15 PROF SVCS WILD GRAND TRA	13,825.81 Total : 13,825.81
205091	7/30/2015	000748 LSAASSOCIATES, INC.	138783		PROF SVCS FOR BAXTER VILLAGE EIR THRU 6/	2,289.92 Total : 2,289.92
205092	7/30/2015	000006 WELLS FARGO PAYMENT REMITTANCE, CEN	162618 305612 3629		CSMFO MEETING 7/16/15 PLANNING OFFICE SUPPLIES GASOLINE - TRUCK/LAWN EQUIPMENT	30.00 10.80 125.00 Total : 165.80
6 Vouchers for bank code : wf						Bank total : 73,868.39
6 Vouchers in this report						Total vouchers : 73,868.39

Voucher List
City of Wildomar

07/30/2015 3:53:19PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205074	7/30/2015	000660 ACCOUNTEMPS	43515126		WE 7/17/15 ACCTING/CODE	770.70
			43515127		CONTRACTUAL SVCS	
					WE 7/17/15 ACCTING CONTRACTUAL SVCS	665.26
					Total :	1,435.96
205075	7/30/2015	000458 AMERICAN FENCE COMPANY, INC.	1855470		7/21/15-8/20/15 INSTALL/REMOVE 448 FT -	134.40
					Total :	134.40
205076	7/30/2015	000008 AT&T MOBILITY	X07202015		7/13/15-8/12/15 COUNCIL MOBILE PHONE	80.37
					Total :	80.37
205077	7/30/2015	000028 CALPERS	71015B		6/27/15-7/10/15 BENEFIT CONTRIBUTION	0.10
			72415		7/11/15 - 7/24/15 BENEFIT CONTRIBUTION	5,967.92
			72815		JULY 2015 BENEFIT CONTRIBUTION	294.35
					Total :	6,262.37
205078	7/30/2015	000002 CRYSTAL CLEAN MAINTENANCE	703DR		JULY 2015 JANITORIAL SERVICE - CITY HALL	1,083.00
					Total :	1,083.00
205079	7/30/2015	000854 GOVERNMENT STAFFING SVCS INC, DBA MU	125823		WE 7/26/15 ACCOUNTANT CONTRACTUAL SVCS	2,200.00
					Total :	2,200.00
205080	7/30/2015	000661 JOHNSON, ROCHELLE	7/26/2015		JULY 13 - JULY 26,2015 ACCOUNTING CONTRA	900.00
					Total :	900.00
205081	7/30/2015	000631 LABOR READY	19880154		7/11/15 CITY BIRTHDAY CELEBRATION LABOR	124.43
					Total :	124.43
205082	7/30/2015	000070 LAKE ELSINORE AND SAN JACINTO, WATERS	8718		FY 15/16 TMDL TASK FORCE CONTRIBUTIONS	26,460.00
					Total :	26,460.00

Voucher List
City of Wildomar

07/30/2015 3:53:19PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205083	7/30/2015	000026	PROTECTION RESCUE SECURITY, SERVICES	15-204-T	7/1/15-7/31/15 PARKS SECURITY SERVICES	675.00
Total :						675.00
205084	7/30/2015	000435	STRATA OAK, LLC C/O STRATA, EQUITY GROU	80115	AUGUST 2015 CITY HALL MONTHLY LEASE	22,374.50
Total :						22,374.50
205085	7/30/2015	000749	VANTAGEPOINT TRANSFER AGENTS, 307207	102001459B 102009026	7/13/15 ADD'L ICMA-RC REMITTANCE ICMA-RC REMITTANCE	200.00 1,610.00
Total :						1,810.00
205086	7/30/2015	000006	WELLS FARGO PAYMENT REMITTANCE, CEN	43199 50579 6097 9735 9741 APA81271 G5N2TVV6JDG	MARNA O'BRIEN RESTROOM SUPPLIES MONTHLY STORAGE UNIT FEE ADMIN OFFICE SUPPLIES GASOLINE - LAWN EQUIPMENT DIESEL - BACKHOE APA MEMBERSHIP - ASST PLANNER CAL APA ANNUAL CONFERENCE - PLAN. DIR.	17.27 585.00 37.52 85.00 30.00 350.00 495.00
Total :						1,599.79
13 Vouchers for bank code : wf						Bank total : 65,139.82
13 Vouchers in this report						Total vouchers : 65,139.82

City of Wildomar
Payroll Warrant Register
8/1/2015

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
7/16/2015	Payroll People	06/27/2015-07/10/2015	25,520.97
7/16/2015	Payroll People	06/27/2015-07/10/2015	8,051.70
7/30/2015	Payroll People	07/11/2014-07/24/2015	25,368.24
7/30/2015	Payroll People	07/11/2014-07/24/2015	7,722.72
7/31/2015	Payroll People	07/01/2015-07/31/2015	1,411.51
		TOTAL	<u>68,075.14</u>

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.4
CONSENT CALENDAR
Meeting Date: August 08, 2015

TO: Mayor and City Council Members
FROM: Terry Rhodes, Accounting Manager
SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the Treasurer's Report for June, 2015.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of June, 2015.

FISCAL IMPACT:

None.

Submitted by:
Terry Rhodes
Accounting Manager

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 2015**

CITY CASH

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
All	WELLS FARGO	\$ 5,683,193.52	0.00%
	TOTAL	\$ 5,683,193.52	

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>RATE</u>
All	WELLS FARGO	\$ 5,994,346.11	\$ 1,328,046.34	\$ (1,639,198.93)	\$ 5,683,193.52	0.000%
	TOTAL	\$ 5,994,346.11	\$ 1,328,046.34	\$ (1,639,198.93)	\$ 5,683,193.52	

CITY INVESTMENT

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>DAYS TO MAT.</u>	<u>STATED RATE</u>
LOCAL AGENCY INVESTMENT FUND	\$ 1,548,811.43	\$ 1,548,811.43	\$ 1,548,811.43	100.00%	0	0.299%
TOTAL	\$ 1,548,811.43	\$ 1,548,811.43	\$ 1,548,811.43	100.00%		

- TOTAL CASH AND INVESTMENT \$ 7,232,004.95

CITY INVESTMENT

<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS/ PURCHASES</u>	<u>(-) WITHDRAWALS/ SALES/ MATURITIES</u>	<u>ENDING BALANCE</u>	<u>STATED RATE</u>
LOCAL AGENCY INVESTMENT FUNDS	\$ 1,548,811.43	\$ 0.00	\$ 0.00	\$ 1,548,811.43	0.299%
TOTAL	\$ 1,548,811.43	\$ 0.00	\$ 0.00	\$ 1,548,811.43	

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.

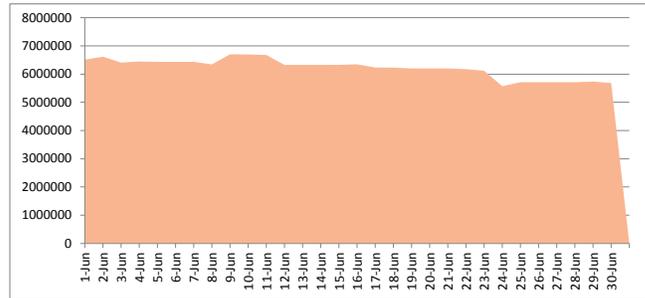
I also certify that this report reflects all Government Agency pooled investments
and all City's bank balances.

8/4/2015

Terry Rhodes
Accounting Manager

Date

June 2015
Daily Cash Balance
All Funds Checking Only
Pool Report Balance



Fiscal Year	Ending Balance	Monthly Net Activity
Jan-12	\$ 3,459,306	\$ -
Feb-12	\$ 2,106,711	\$ (1,352,595)
Mar-12	\$ 2,102,433	\$ (4,278)
Apr-12	\$ 3,052,012	\$ 949,579
May-12	\$ 5,602,180	\$ 2,550,168
Jun-12	\$ 4,566,993	\$ (1,035,187)
Jul-12	\$ 4,200,028	\$ (366,965)
Aug-12	\$ 4,109,986	\$ (90,042)
Sep-12	\$ 4,225,751	\$ 115,765
Oct-12	\$ 3,856,256	\$ (369,495)
Nov-12	\$ 3,865,806	\$ 9,550
Dec-12	\$ 8,485,880	\$ 4,620,074
Jan-13	\$ 8,278,187	\$ (207,693)
Feb-13	\$ 6,821,316	\$ (1,456,871)
Mar-13	\$ 7,216,637	\$ 395,321
Apr-13	\$ 5,933,768	\$ (1,282,869)
May-13	\$ 5,673,657	\$ (260,111)
Jun-13	\$ 5,614,248	\$ (59,409)
Jul-13	\$ 5,493,587	\$ (120,661)
Aug-13	\$ 5,642,783	\$ 149,196
Sep-13	\$ 4,710,822	\$ (931,961)
Oct-13	\$ 4,692,739	\$ (18,083)
Nov-13	\$ 4,305,088	\$ (387,651)
Dec-13	\$ 5,067,625	\$ 762,537
Jan-14	\$ 5,588,299	\$ 520,674
Feb-14	\$ 5,271,391	\$ (316,908)
Mar-14	\$ 5,090,903	\$ (180,488)
Apr-14	\$ 6,601,410	\$ 1,510,507
May-14	\$ 7,037,032	\$ 435,622
Jun-14	\$ 6,751,858	\$ (285,174)
Jul-14	\$ 6,551,445	\$ (200,413)
Aug-14	\$ 5,771,075	\$ (780,370)
Sep-14	\$ 5,713,804	\$ (57,271)
Oct-14	\$ 5,665,196	\$ (48,608)
Nov-14	\$ 4,529,187	\$ (1,136,009)
Dec-14	\$ 4,979,251	\$ 450,064
Jan-15	\$ 6,266,925	\$ 1,287,673
Feb-15	\$ 5,698,481	\$ (568,444)
Mar-15	\$ 4,565,285	\$ (1,133,196)
Apr-15	\$ 5,009,008	\$ 443,722
May-15	\$ 5,994,346	\$ 985,338
Jun-15	\$ 5,683,194	\$ (311,152)

Date	Ending Balance In Whole \$	Net Change from Prior Day
1-Jun	\$ 6,513,116	\$ -
2-Jun	\$ 6,615,694	\$ 102,578
3-Jun	\$ 6,407,287	\$ (208,407)
4-Jun	\$ 6,446,804	\$ 39,517
5-Jun	\$ 6,434,104	\$ (12,700)
6-Jun	\$ 6,434,104	\$ -
7-Jun	\$ 6,434,104	\$ -
8-Jun	\$ 6,343,599	\$ (90,506)
9-Jun	\$ 6,701,911	\$ 358,313
10-Jun	\$ 6,695,992	\$ (5,919)
11-Jun	\$ 6,677,836	\$ (18,157)
12-Jun	\$ 6,326,331	\$ (351,505)
13-Jun	\$ 6,326,331	\$ -
14-Jun	\$ 6,326,331	\$ -
15-Jun	\$ 6,327,215	\$ 884
16-Jun	\$ 6,345,910	\$ 18,696
17-Jun	\$ 6,233,221	\$ (112,689)
18-Jun	\$ 6,229,730	\$ (3,491)
19-Jun	\$ 6,200,509	\$ (29,221)
20-Jun	\$ 6,200,509	\$ -
21-Jun	\$ 6,200,509	\$ -
22-Jun	\$ 6,175,083	\$ (25,426)
23-Jun	\$ 6,119,431	\$ (55,652)
24-Jun	\$ 5,571,697	\$ (547,734)
25-Jun	\$ 5,711,809	\$ 140,112
26-Jun	\$ 5,711,521	\$ (288)
27-Jun	\$ 5,711,521	\$ -
28-Jun	\$ 5,711,521	\$ -
29-Jun	\$ 5,735,426	\$ 23,905
30-Jun	\$ 5,683,194	\$ (52,233)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: August 12, 2015

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: Amendment to WRCOG Joint Powers Agreement - Governing Board

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council Authorize the Mayor to execute the Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to add the Morongo Band of Mission Indians to the WRCOG Governing Board.

DISCUSSION:

At its meeting of July 6, 2015, the Western Riverside Council of Governments (WRCOG) Executive Committee took action to add the Morongo Band of Mission Indians to the WRCOG Governing Board.

Recently, Morongo had expressed an interest in participating in WRCOG in the same manner that the two water districts do (full time voting members except on TUMF items). The WRCOG Administration & Finance Committee discussed membership and, on June 10, 2015, recommended that the Executive Committee approve its request to provide for the Morongo Band of Mission Indians to participate on WRCOG as a full voting member (except on TUMF items). The Administration & Finance Committee also recommended that WRCOG staff continue to reach out to the other tribes in the sub region regarding participation on WRCOG.

Per WRCOG's Bylaws, an amendment thereof requires the approval and signatures from 2/3 of WRCOG's member jurisdictions. The City of Wildomar has been a member of WRCOG since incorporation.

WRCOG has requested that the City of Wildomar place this item on an upcoming meeting agenda to consider the recommendation from the Executive Committee, which is to "Authorize the Mayor to execute the Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to add the Morongo Band of Mission Indians to the WRCOG Governing Board."

FISCAL IMPACT:

None.

Submitted and Approved by:

Gary Nordquist

City Manager

ATTACHMENTS:

WRCOG Materials



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Morongo Band of Mission Indians' Membership in WRCOG

Contact: Rick Bishop, Executive Director, bishop@wrcog.coq.ca.us, (951) 955-8303

Date: July 6, 2015

Requested Actions:

1. Adopt WRCOG Resolution Number 19-15; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending its Bylaws to Recognize the Morongo Band of Mission Indians as voting members.
2. Recommend that each member jurisdiction of the WRCOG subregion execute an Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to Add the Morongo Band of Mission Indians to the WRCOG Governing Board.
3. Authorize the WRCOG Executive Director to execute a Memorandum of Understanding between the Morongo Band of Mission Indians and the Western Riverside Council of Governments regarding Membership to the Governing Board of WRCOG.
4. Direct staff to continue to reach out to other tribes located in the subregion for purposes of participation in WRCOG.

For several years, WRCOG has discussed including Tribes as WRCOG members. There are six Tribes in the WRCOG subregion. Three are gaming Tribes (Morongo, Pechanga, and Soboba), and three are non-gaming Tribes (Cahuilla, Ramona, and Santa Rosa). Each Tribe's total membership varies from hundreds to thousands, and each reservation varies in geographic size. The attached map shows each Tribe's location in relation to WRCOG's subregion.

WRCOG's Executive Committee has from time to time contemplated adding Tribes, but it was not until a joint retreat of the Executive and the Technical Advisory Committees in 2007 when the issue of Tribal involvement in WRCOG resurfaced. It was at that time that staff was directed to meet with the various Tribes in the subregion. The matter was brought up partly because of the increased working relationships between the Tribes and Riverside County. As a direct result of these conversations, WRCOG staff provided a presentation to the Tribal Relations Task Force at the Torres Martinez Reservation regarding WRCOG, its roles, and responsibilities.

Around the same time, the Executive Committee began to explore expansion to include other agencies in order to create synergies on issues of regional importance. In late 2007 WRCOG began to engage in dialogue and took steps to include the two largest water agencies in Western Riverside County (Eastern and Western Municipal Water Districts) on its Executive Committee. By 2008, both Eastern and Western Water Districts were sitting on the Executive Committee as ex-officio members on a one-year trial basis. In May of 2009, WRCOG admitted both Eastern and Western Municipal Water Districts as voting members on the Executive Committee (no voting rights on TUMF issues).

Following the expansion of WRCOG to include water agencies, the Executive and Technical Advisory Committees met during a retreat in January 2010. At that time a recommendation to include the Riverside

County Superintendent of Schools on the Executive Committee was approved. Later in the year, the Executive Committee brought aboard the Riverside County Superintendent of Schools as an ex-officio member.

During WRCOG's General Assembly in June 2012, Tribal Councilmember Charles Martin approached then WRCOG Chairman Jim Hyatt about adding the Morongo Band of Mission Indians to the Executive Committee of WRCOG. Tribal Councilmember Martin explained that Morongo served on two of the Southern California Association of Government's subcommittees, including the Transportation and Human Development Committees. Tribal Councilmember Martin also indicated that since Morongo served on a larger regional scale, it would make sense to have Morongo join its local regional jurisdiction, WRCOG.

On April 10, 2013, WRCOG's Administration & Finance Committee recommended that the Executive Committee consider adding the Morongo Band of Mission Indians to the Executive Committee as an ex-officio member for a trial period (as had been the case with the water districts and the Superintendent of Schools). On April 16, 2013, the Executive Committee approved the recommendation, and a Memorandum Of Understanding with Morongo was entered into subsequent to the Executive Committee's direction on June 14, 2013. The Morongo Chairman (Robert Martin) has served as the Tribe's representative to WRCOG since that time. Michael Milhiser has served on the WRCOG Technical Advisory Committee.

Recently, Morongo has expressed an interest in participating in WRCOG in the same manner that the two water districts do (full time voting members except on TUMF items). The Administration & Finance Committee discussed membership and, on June 10, 2015, recommended that the Executive Committee approve its request to provide for the Morongo Band of Mission Indians to participate on WRCOG as a full voting member (except on TUMF items). The Administration & Finance Committee also recommended that WRCOG staff continue to reach out to the other tribes in the subregion regarding participation on WRCOG.

Prior WRCOG Actions:

- June 10, 2015: The WRCOG Administration & Finance Committee directed staff and legal counsel to pursue the issue of full voting membership (with the exception of TUMF Program matters) on WRCOG for the Morongo Band of Mission Indians, and directed staff to continue to reach out to other tribes in the subregion regarding participation on WRCOG.
- June 14, 2013: The WRCOG Executive Committee directed the WRCOG Executive Director to enter into a Memorandum of Understanding with the Morongo Band of Mission Indians to join WRCOG as an ex-officio, non-voting member.
- April 16, 2013: The WRCOG Executive Committee approved adding the Morongo Band of Mission Indians as an ex-officio, non-voting member, and continue to extend an invitation to all other Western Riverside County Tribes to join as well.
- March 13, 2013: The WRCOG Administration & Finance Committee recommended that the WRCOG Executive Committee consider approving the Morongo Band of Mission Indians as a WRCOG ex-officio member.

WRCOG Fiscal Impact:

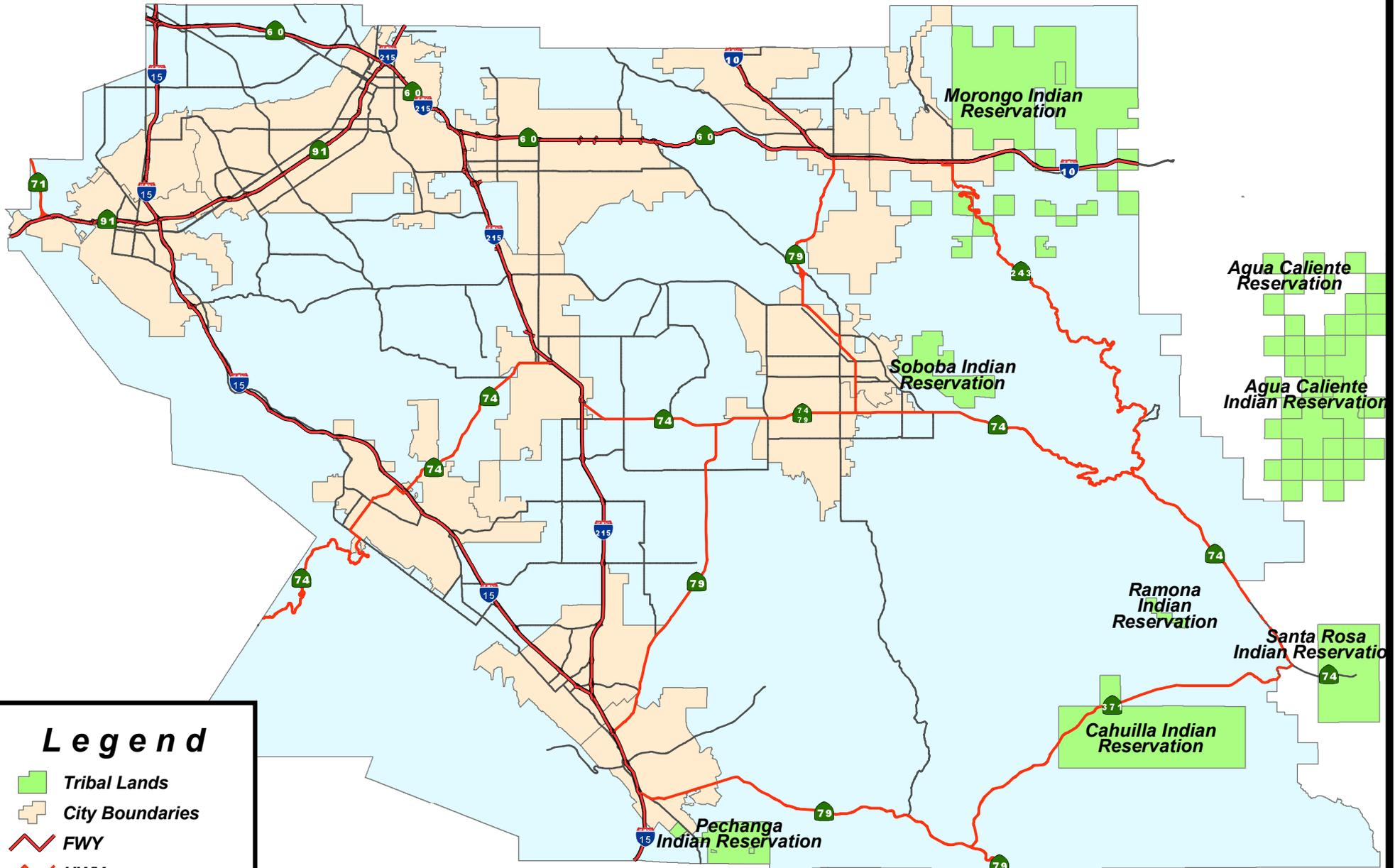
As a full-time member, membership dues would increase to \$17,000.

Attachments:

1. Map of Tribes in Western Riverside County.
2. Memorandum of Understanding between the Morongo Band of Mission Indians and the Western Riverside Council of Governments.
3. Letter Extending MOU by Written Agreement.
4. Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to Add the Morongo Band of Mission Indians to the WRCOG Governing Board.
5. Memorandum of Understanding between the Morongo Band of Mission Indians and the Western Riverside Council of Governments Regarding Membership to the Governing Board of WRCOG.

6. WRCOG Resolution Number 19-15, a Resolution of the Executive Committee of the Western Riverside Council of Governments Amending its Bylaws to recognize the Morongo Band of Mission Indians as Voting Members.

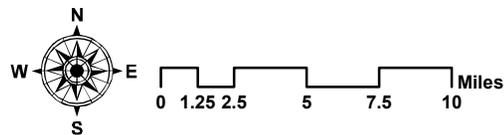
Tribal Nations



Legend

- Tribal Lands
- City Boundaries
- FWY
- HWY
- Major Arterials
- WRCOG Boundaries

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MORONGO BAND OF MISSION INDIANS
AND THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AUTHORIZING THE MORONGO BAND OF MISSION INDIANS'
MEMBERSHIP AS AN EX-OFFICIO, NON-VOTING MEMBER OF WRCOG**

THIS MEMORANDUM OF UNDERSTANDING is made and effective this 4 day of June, 2013, by and between the MORONGO BAND OF MISSION INDIANS ("Morongo") and the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG"). Morongo and WRCOG are sometimes collectively referred to as the "PARTIES."

RECITALS

A. Pursuant to Article III, Section 6, Paragraph H of the By-Laws, the Executive Committee may provide for additional ex-officio, non-voting members for the effective conduct of the business of the organization.

B. Morongo desires to become an ex-officio, non-voting member of WRCOG.

C. WRCOG and Morongo believe that by working together Western Riverside County will be better positioned to address challenges of the region.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, in consideration of the foregoing facts, the PARTIES wish to memorialize by this Memorandum of Understanding, the following mutual understandings:

1. **Membership.** Morongo will be an ex-officio, non-voting member of WRCOG.

2. **Powers and Limitations of Membership.**

A. A representative of Morongo ("Morongo's Representative") may attend meetings of the WRCOG Executive Committee. Morongo may appoint an alternative member in the event of an absence of Morongo's Representative. Morongo shall be an ex-officio, non-voting member of the WRCOG Technical Advisory Committee ("TAC").

B. Morongo will be allowed a position at the dais for all meetings.

C. As an ex-officio, non-voting member, Morongo's Representative will not have a vote on any matters, but may fully participate in discussions, except as set forth in Section 6.A., below.

D. Morongo's Representative may participate in the work of the

committees of the WRCOG.

- E. Morongo will have all the powers of an ex-officio, non-voting member of WRCOG, including suggesting agenda items for the Executive Committee and TAC.

3. **Duration of Membership.** Morongo's membership in WRCOG will be one year from the date first hereinabove written. After one year from the date this Memorandum is signed, both PARTIES shall decide: 1) if Morongo shall be provided a vote on the Executive Committee by subsequent agreement and amendment to the JPA to so provide, or 2) if Morongo shall continue the ex-officio arrangement pursuant to this Memorandum of Understanding, in which case this Memorandum of Understanding can be extended by written agreement of WRCOG's Chair and Morongo's Tribal Chairperson.

4. **Membership Dues.** Morongo shall pay membership dues in the amount of \$10,000 per year. Dues shall be paid forty-five (45) days after receipt of an invoice. The dues amount for subsequent years shall be set through the WRCOG budget process.

5. **Termination.** Either party may terminate this Memorandum of Understanding upon sixty (60) days written notice. Upon termination, Morongo shall be entitled to a pro-rate share of dues paid based on time remaining for the fiscal year.

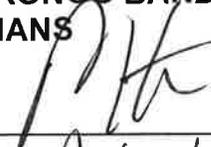
6. **Transportation Uniform Mitigation Fees (TUMF) Provisions.**

- A. It is anticipated that Morongo will not participate in discussions regarding TUMF.
- B. Morongo has no rights or privileges with respect to TUMF funding. No provision in this Memorandum of Understanding shall be construed to give Morongo a stake in the TUMF portion of WRCOG activities.

7. **Amendment.** This Memorandum of Understanding may be amended in writing by mutual agreement of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have caused this Memorandum of Understanding to be effective as of the day first written above.

**MORONGO BAND OF MISSION
INDIANS**

By:  _____

Name: Robert Martin

Tribal Chairperson

**WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS**

By:  _____

Name: Jeff Stone

Chair, Executive Committee



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet • City of Jurupa Valley
City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside • City of San Jacinto
City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission Indians
Riverside County Superintendent of Schools

June 11, 2014

Robert Martin, Tribal Chairperson
Morongo Band of Mission Indians
12700 Pumarra Road
Banning, CA 92220

Subject: Letter Extending MOU by Written Agreement

Dear Mr. Martin:

On June 4, 2013, the MORONGO BAND OF MISSION INDIANS ("Morongo") and the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") entered into a MEMORANDUM OF UNDERSTANDING ("MOU") which set forth the understanding of the parties regarding Morongo's position as an ex-officio, non-voting member of WRCOG in order to help address the challenges of the region.

Pursuant to section 3 of the MOU, Morongo and WRCOG may extend the ex-officio arrangement by written agreement. This letter of extension constitutes Morongo and WRCOG's mutual written agreement to extend the ex-officio arrangement through June 30, 2015, unless earlier terminated as provided in the MOU.

To affirm and agree to the extension of Morongo's position as an ex-officio, non-voting member of WRCOG, as set forth in this letter, please sign and return this letter to WRCOG.

Sincerely,

By:



Jeff Stone
Chair, Executive Committee

Affirmed and Agreed
MORONGO BAND OF MISSION INDIANS

By:



Robert Martin
Tribal Chairperson



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet • City of Jurupa Valley
City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside • City of San Jacinto
City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission Indians
Riverside County Superintendent of Schools

AMENDMENT TO THE JOINT POWERS AGREEMENT OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO ADD THE MORONGO BAND OF MISSION INDIANS TO THE WRCOG GOVERNING BOARD

This Amendment to the Joint Powers Agreement ("Amendment") is made and entered into on the 6th day of July, 2015, by and between seventeen cities located within western Riverside County and the County of Riverside (collectively the "Parties").

RECITALS

WHEREAS, the Parties have entered into a Joint Powers Agreement on April 1, 1991, and through subsequent amendments thereto (the "JPA"), to form the Western Riverside Council of Governments ("WRCOG"); and

WHEREAS, the Morongo Band of Mission Indians ("Morongo") has approached WRCOG to express that their involvement in WRCOG will be beneficial to both WRCOG member agencies and Morongo; and

WHEREAS, Morongo and WRCOG believe that by working together Western Riverside County will be better positioned to address challenges of the region; and

WHEREAS, WRCOG agrees and strongly supports coordination with Morongo, and believes that permitting Morongo membership on the WRCOG Governing Body is the best manner which would most efficaciously serve the interests of the WRCOG member agencies and Morongo; and

WHEREAS, pursuant to Government Code sections 6500 et seq., the Parties to the JPA desire to amend the JPA to add Morongo to the Governing Body of WRCOG.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1: Sections 2.4.1 and 2.4.2 to the JPA are hereby amended to read as follows:

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of the appropriate representatives from the County of Riverside, each city which is a signatory to this Agreement, the Western Municipal Water District, the Eastern Municipal Water District, and the Morongo Band of Mission Indians ("Morongo"), the number of which shall be determined as hereinafter set forth. The General Assembly shall meet at least once annually, preferably scheduled in the evening. Each member agency of the General Assembly shall have one vote for each mayor, council member, county supervisor, water district board member, and tribal council member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that members representing a

majority of the member agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, the President of each Water District, and the Tribal Chairman of Morongo; the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other City Council member in place of the Mayor, each water district board, at its discretion, can appoint another Board member in place of the President, and the Tribal Council of Morongo, at its discretion, can appoint another Tribal Council member in place of the Tribal Chairman. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies. Membership of Morongo on the General Assembly and Executive Committee of WRCOG shall be conditioned on Morongo entering into a separate Memorandum of Understanding with WRCOG.

Section 2: Section 2.18 of the JPA is hereby amended to read as follows:

2.18 TUMF Matters – Water Districts and Morongo.

Pursuant to this JPA, WRCOG administers the Transportation Mitigation Fee ("TUMF") for cities in Western Riverside County. The fee was established prior to the Water District's and Morongo's involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in Western Riverside County. As such, the Western Municipal Water District, the Eastern Municipal Water District, and Morongo General Assembly and Executive Committee members shall not vote on any matter related to the administration of the TUMF Program or the expenditure of TUMF revenues.

Section 3: Section 3.5 of the JPA is hereby amended to read as follows:

3.5 Contributions from Water Districts and the Morongo Band of Mission Indians.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District, the Eastern Municipal Water District, and Morongo. The amount of contributions from these water districts and Morongo shall be through the WRCOG budget process.

Section 4: This Amendment is to become effective upon execution by not less than two-thirds (2/3) of all the parties that are currently signatories to the JPA.

Section 5: All other provisions and terms of the JPA are to remain unchanged.

Section 6: This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

ATTEST:

Clerk of the Board of Supervisors

By: _____

Dated: _____

COUNTY OF RIVERSIDE

By: _____

Chairman, Board of Supervisors

ATTEST:

City Clerk
City of Banning

By: _____

Dated: _____

CITY OF BANNING

By: _____

Mayor

ATTEST:

City Clerk
City of Calimesa

By: _____

Dated: _____

CITY OF CALIMESA

By: _____

Mayor

ATTEST:

City Clerk
City of Canyon Lake

By: _____

Dated: _____

CITY OF CANYON LAKE

By: _____

Mayor

ATTEST:

City Clerk
City of Corona

By: _____

Dated: _____

CITY OF CORONA

By: _____

Mayor

ATTEST:

City Clerk
City of Eastvale

By: _____

Dated: _____

CITY OF EASTVALE

By: _____

Mayor

ATTEST:

City Clerk
City of Hemet

By: _____

Dated: _____

CITY OF HEMET

By: _____

Mayor

ATTEST:

City Clerk
City of Jurupa Valley

By: _____

Dated: _____

CITY OF JURUPA VALLEY

By: _____

Mayor

ATTEST:

City Clerk
City of Lake Elsinore

By: _____

Dated: _____

CITY OF LAKE ELSINORE

By: _____

Mayor

ATTEST:

City Clerk
City of Menifee

By: _____

Dated: _____

CITY OF MENIFEE

By: _____

Mayor

ATTEST:

City Clerk
City of Moreno Valley

By: _____

Dated: _____

CITY OF MORENO VALLEY

By: _____

Mayor

ATTEST:

City Clerk
City of Murrieta

By: _____

Dated: _____

CITY OF MURRIETA

By: _____

Mayor

ATTEST:

City Clerk
City of Norco

By: _____

Dated: _____

CITY OF NORCO

By: _____

Mayor

ATTEST:

City Clerk
City of Perris

By: _____

Dated: _____

CITY OF PERRIS

By: _____

Mayor

ATTEST:

City Clerk
City of Riverside

By: _____

Dated: _____

CITY OF RIVERSIDE

By: _____

Mayor

ATTEST:

City Clerk
City of San Jacinto

By: _____

Dated: _____

CITY OF SAN JACINTO

By: _____

Mayor

ATTEST:

City Clerk
City of Temecula

By: _____

Dated: _____

CITY OF TEMECULA

By: _____
Mayor

ATTEST:

City Clerk
City of Wildomar

By: _____

Dated: _____

CITY OF WILDOMAR

By: _____
Mayor



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet • City of Jurupa Valley
City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside • City of San Jacinto
City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission Indians
Riverside County Superintendent of Schools

MEMORANDUM OF UNDERSTANDING BETWEEN THE MORONGO BAND OF MISSION INDIANS AND THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS REGARDING MEMBERSHIP TO THE GOVERNING BOARD OF WRCOG

This Memorandum of Understanding (“MOU”) is made this 6th day of July 2015, by and between the MORONGO BAND OF MISSION INDIANS (“Morongo”) and the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG” or “Council”). Morongo and WRCOG are sometimes collectively referred to as the “PARTIES.”

RECITALS

WHEREAS, the Amended Joint Powers Agreement between the seventeen cities located within Western Riverside County and the County of Riverside entered into on April 1, 1991 (the “JPA”) authorizes Morongo to have membership on the Governing Board of WRCOG; and

WHEREAS, the term of the PARTIES’ memorandum of understanding, dated June 4, 2013, authorizing Morongo’s membership as an ex-officio, non-voting member of WRCOG, ended on June 30, 2015; and

WHEREAS, Morongo’s membership on the General Assembly and Executive Committee (collectively “Governing Board”) of WRCOG is conditioned on Morongo entering into this MOU; and

WHEREAS, Morongo desires to have membership on the Governing Board of WRCOG.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, in consideration of the foregoing facts, the PARTIES wish to memorialize the following mutual understandings:

1. Governing Board Membership. Morongo will become a voting member of the Governing Board of WRCOG and such other committees as directed by the WRCOG Executive Committee effective July 6, 2015. Morongo’s membership on the Governing Board of WRCOG and its committees shall be governed by the applicable provisions of the JPA and this MOU.

2. Duration of Membership. Morongo’s membership on the Governing Board of WRCOG and its committees shall continue until such time as the JPA is amended to terminate such membership, or until terminated as provided in section 4 below.

3. Membership Dues. Morongo will pay membership dues in the amount of \$17,000 for Fiscal Year 2015/2016. Dues shall be paid within 45 days of receipt of an invoice. The dues amount for subsequent fiscal years shall be set through the WRCOG budget process.

4. Termination. Either party may terminate this MOU upon sixty (60) days written notice. Upon termination, Morongo will be entitled to a pro-rata share of dues paid based on time remaining for the fiscal year. Additionally, termination of this MOU terminates Morongo's membership on the WRCOG Governing Board.

5. Transportation Uniform Mitigation Fees (TUMF) Provisions. This MOU shall not provide Morongo rights with respect to TUMF funding, and Morongo shall not be entitled to vote on TUMF matters.

6. Amendment. This MOU may be amended in writing by mutual agreement of the PARTIES.

7. Hold Harmless and Indemnity. The Hold Harmless and Indemnity provisions of the JPA shall apply to Morongo's participation in WRCOG.

8. Government Code Section 6502. Nothing in this MOU shall be construed to make Morongo a contracting party of the JPA or WRCOG under Government Code section 6502.

9. Effective Date. This MOU shall become effective upon the effective date of the "Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to Add the Morongo Band of Mission Indians to the WRCOG Governing Board."

IN WITNESS WHEREOF, the PARTIES have caused this MOU to be executed and attested by their officers thereunto duly authorized as of the date first written above.

MORONGO BAND OF MISSION INDIANS

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: _____
Robert Martin
Tribal Chairman

By: _____
Brian Tisdale
Executive Committee Chairman

APPROVED AS TO FORM

By: _____
General Counsel
Best Best & Krieger, LLP



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet • City of Jurupa Valley
City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside • City of San Jacinto
City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission Indians
Riverside County Superintendent of Schools

RESOLUTION NUMBER 19-15

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AMENDING ITS BY-LAWS TO RECOGNIZE THE MORONGO BAND OF MISSION INDIANS AS A VOTING MEMBER

WHEREAS, the Western Riverside Council of Governments (“WRCOG”) is a joint powers authority consisting of the County of Riverside and seventeen cities situated in Western Riverside County; and

WHEREAS, pursuant to Section 2.4.2 of the Joint Powers Agreement of WRCOG (“Agreement”), the WRCOG Executive Committee (“Committee”) is authorized to exercise the powers of the Agreement between sessions of the General Assembly; and

WHEREAS, Section 2.4.1 of the Agreement includes the power to amend WRCOG’s By-laws (“By-laws”); and

WHEREAS, the Committee desires to amend the By-laws to recognize the Morongo Band of Mission Indians as a voting member; and

NOW, THEREFORE, BE IT RESOLVED the Executive Committee of the Western Riverside Council of Governments does hereby amend its By-laws as follows:

Section 1: Article III, Section 1 of the By-laws is hereby amended to read as follows:

The Executive Committee will be composed of the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, the President of each water district, and the Tribal Chairman of the Morongo Band of Mission Indians; the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other City Council member in place of the Mayor, and each water district board, at its discretion, can appoint another Board member in place of the President, and the Tribal Council of the Morongo Band of Mission Indians, at its discretion, can appoint another Tribal Council member in place of the Tribal Chairman.

Section 2: Article III, Section 5 of the By-laws is hereby amended to read as follows:

Each member city present shall have one vote in the Executive Committee, each County Supervisor present shall have one vote, each member water district present shall have one vote, and the representative of the Morongo Band of Mission Indians present shall have one vote. Only authorized members present or designated alternates acting when the regular member is absent may vote.

Section 3: Article IV, Section 1, Subsection C of the By-laws is hereby amended to read as follows:

C. Membership. The TAC is comprised of an Executive from the County of Riverside, the City Manager from each of WRCOG's member cities, the General Manager from each of WRCOG's member water districts, and the Chief Administrative Officer from the Morongo Band of Mission Indians. A City Manager, Water District General Manager, and Chief Administrative Officer of the Morongo Band of Mission Indians may appoint an alternate who is a department head of the agency.

Section 4: This Resolution shall become effective upon the effective dates of the "Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to Add the Morongo Band of Mission Indians to the WRCOG Governing Board" and the "Memorandum of Understanding Between the Morongo Band of Mission Indians and the Western Riverside Council of Governments Regarding Membership to the Governing Board of WRCOG."

PASSED AND ADOPTED at a Meeting of the Executive Committee of the Western Riverside Council of Governments held this 6th day of July, 2015.



Brian Tisdale, Chair
WRCOG Executive Committee



Rick Bishop, Secretary
WRCOG Executive Committee

Approved as to form:



Steven DeBaun
WRCOG Legal Counsel

AYES: 18

NOES: 1

ABSENT: 4

ABSTAIN: 0

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.6
CONSENT CALENDAR
Meeting Date: August 12, 2015

TO: Mayor and City Council Members

FROM: Daniel A. York, Assistant City Manager

PREPARED: Jason Farag, Assistant Engineer

SUBJECT: Tentative Tract Map 36497 – Final Map Approval, Subdivision Improvement Agreement, Stormwater Management/BMP Facilities Agreement

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE TRACT MAP 36497
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION
IMPROVEMENT AGREEMENT

DISCUSSION:

Final Map and Subdivision Improvement Agreement

Tentative Tract Map 36497 was originally approved by the City Council of the City of Wildomar on September 10, 2014. Tract 36497 is located at the southwest corner of the intersection of Prielipp Road and Elizabeth Lane and north of the City limits. An aerial image showing the location of the tract is provided in Attachment A. The tract is currently owned and being developed by Lennar Homes of California, Inc., a California corporation (Developer). The City previously entered into a grading agreement with the Developer on November 13, 2014 but grading activities have not commenced.

Tract 36497 includes 67 residential lots and, along with the proposed streets, includes one open space lot to be preserved, one detention/water quality basin lot, one private park lot, one lot for slope purposes, and one lot for utility purposes. The nature of the development is shown in the Final Tract Map and Environmental Constraint Sheet which are included in Attachment B. The Final Map submitted for approval by the Developer has been examined and checked for compliance with the Wildomar Municipal Code and the California Subdivision Map Act. The City Engineer has

determined that the location and configuration of the lots created by this Final Map substantially comply with the Tentative Map as filed, amended and approved.

A Subdivision Improvement Agreement (Attachment C) has been completed for this project based on the City's standard Subdivision Improvement Agreement. The Subdivision Improvement Agreement (Agreement) identifies the Developer's obligations in completing their development's improvements and sets forth policies and procedures for the Developer and the City to ensure that the improvements are completed. The Agreement also provides the City with bonds/securities should the Developer fail to fulfill their obligations. All applicable Final Map Conditions of Approval for this development have been satisfied. Those Final Map Conditions not satisfied have been identified in Exhibit D of the Subdivision Improvement Agreement.

This development was also conditioned to develop a Water Quality Management Plan (WQMP). The developer's engineer has proposed a water quality basin as a method to reduce the potential pollutants in stormwater. The water quality basin collects runoff from the development, via proposed storm drains, and treats the runoff prior to it discharging from the site. The WQMP and conditions of approval require the developer to enter into a Stormwater Management/BMP Facilities Agreement (Attachment D) for the continued maintenance of these facilities. Specifically, the maintenance agreement requires the landowner to maintain the development's stormwater BMPs in good working condition acceptable to the City. It permits the City entrance to the property to inspect the BMPs and if the landowner has not maintained the BMPs, this agreement allows the City to take whatever steps are necessary to correct the deficiencies at the landowner's expense.

FISCAL IMPACT:

The City will be responsible for the maintenance of the public improvements. The developer will annex into the Community Facilities District (CFD) Services to offset the City's maintenance costs.

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

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- Resolution
- Attachment A – Aerial Image of Tract 36497's Location
- Attachment B – Tract Map 36497 Final Map and Environmental Constraint Sheet
- Attachment C – Tract Map 36497 Subdivision Improvement Agreement
- Attachment D – Stormwater Management/BMP Facilities Agreement

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING FINAL MAP FOR TENTATIVE TRACT MAP 36497, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT

WHEREAS, the City Council of the City of Wildomar (City) approved Tentative Tract Map 36497, on September 10, 2014; and

WHEREAS, consistent with the approved Tentative Map, Lennar Homes of California, Inc., a California corporation, submitted to the City for approval the Final Map; and

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

WHEREAS, a Subdivision Improvement Agreement has been approved by the City Attorney and a bond has been submitted to the City for the construction of the required improvements for this final map; and

WHEREAS, a Mitigated Negative Declaration was prepared for the project and certified by the City on September 10, 2014; and

WHEREAS, the City has determined that this Final Map is categorically exempt from the California Environmental Quality Act (CEQA) Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268, (b) (3) Ministerial Projects, approval of final subdivision maps and a Notice of Exemption is attached hereto.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council that:

1. The location and configuration of the lots to be created by the Final Map substantially comply with the previously approved Tentative Map; and
2. The Final Map is categorically exempt from the California environmental Quality Act (CEQA), Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268, (b) (3) Ministerial projects, approval of final subdivision maps; and
3. The City Council of the City of Wildomar, pursuant to Government Code Section 66458, hereby approves the Final Map a copy of which is hereby attached as Exhibit A and made part of this Resolution and directs the City Manager to execute the Subdivision Improvement Agreement incorporated herein by this reference and directs the City Clerk to transmit the Final Map and the Agreements to the County Recorder of

the County of Riverside for filing and transmit the Notice of Exemption attached hereto as Exhibit B to the County Clerk of the County of Riverside for filing.

PASSED, APPROVED, AND ADOPTED this 12th day of August, 2015.

Ben Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

ATTACHMENT A



Figure 1 - Aerial Image of Tract 36497 (highlighted in yellow, bordered in red)

ATTACHMENT B

GROSS 24.00 ACRES
NUMBERED LOTS 1-67 11.65 ACRES
LETTERED LOTS A-G 4.09 ACRES
LETTERED LOTS H-L 8.26 ACRES

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

TRACT NO. 36497

BEING A SUBDIVISION OF PARCEL 2 AND 4 OF PARCEL MAP 11793, FILED IN BOOK 61 OF PARCEL MAPS, PAGE 38 THEREOF, PARCELS 1 AND 2 OF PARCEL MAP 17667, FILED IN THE BOOK 119 OF PARCEL MAPS, PAGE 92 THEREOF, AND PARCEL 3 OF PARCEL MAP 12214, FILED IN BOOK 67 OF PARCEL MAPS, PAGE 44 THEREOF, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 3 WEST, S.B.M.

S.B.&O., INC. ROBERT C. OLLERTON, P.L.S. 7731 FEBRUARY 2014

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____,
AT _____ .M. IN BOOK _____ OF MAPS,
AT PAGES _____ THROUGH _____, AT THE REQUEST OF
THE CLERK OF THE BOARD.
NO. _____
FEE \$ _____
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER .
BY _____, DEPUTY
SUBDIVISION GUARANTEE: NORTH AMERICAN TITLE COMPANY

OWNER'S STATEMENT

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

WE HEREBY DEDICATE TO THE CITY OF WILDOMAR FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS "A" THROUGH "G", INCLUSIVE. AS A CONDITION OF DEDICATION OF LOT "A" (ELIZABETH LANE) AND LOT "B" (PRIELIPP ROAD), THE OWNERS OF LOTS 1-5, 12, 13, 27 & 28, ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

WE ALSO HEREBY RETAIN LOT "H" FOR PARK PURPOSES, LOT "I" FOR DETENTION/WATER QUALITY BASIN PURPOSES AND LOT "L" FOR OPEN SPACE PURPOSES.

WE HEREBY RETAIN FOR OURSELVES, SUCCESSOR'S AND ASSIGNS LOT "J" FOR SLOPE PURPOSES, LOT "K" FOR UTILITY PURPOSES, AND THE MONUMENT ENTRY EASEMENTS SHOWN HEREON.

OWNER: LENNAR HOMES OF CALIFORNIA, INC., CALIFORNIA CORPORATION

BY: _____
SIGNATURE

PRINT NAME AND TITLE

ABANDONMENT STATEMENT

PURSUANT TO SECTION 66445(j) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT OF PORTIONS OF THE FOLLOWING CERTAIN RIGHTS OF WAY WITHIN THE BOUNDARY OF THIS TRACT:

- SUMMER DAIN LANE (LOTS "C" AND "D") AS SHOWN ON PARCEL MAP NO. 17667, IN BOOK 119, PAGE 92 OF PARCEL MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY (NOT SHOWN)
- ELIZABETH LANE (LOT "A") AS SHOWN ON PARCEL MAP NO. 17667, IN BOOK 119, PAGE 92 OF PARCEL MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY.
- A PORTION OF SUMMER DAIN LANE PER DECLARATION OF DEDICATION, RECORDED MARCH 28, 1980 AS INST. NO. 59288, O.R. (NOT SHOWN)
- ELIZABETH LANE PER GRANT OF EASEMENT RECORDED JUNE 4, 1991 AS INST. NO. 186480, O.R. (NOT SHOWN)
- ELIZABETH LANE (LOT "C" & "E") AS SHOWN ON PARCEL MAP NO. 11793, IN BOOK 61, PAGE 38 OF PARCEL MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA) S.S

COUNTY OF _____)

ON _____, BEFORE ME,

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.

_____, NOTARY PUBLIC

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

MY PRINCIPAL PLACE OF BUSINESS IS IN _____

NOTARY PUBLIC IN AND FOR SAID STATE COUNTY

PRINT NAME: _____

MY COMMISSION EXPIRES _____

TAX COLLECTOR'S CERTIFICATE

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

DATE _____, 20____

DON KENT, COUNTY TAX COLLECTOR

BY _____, DEPUTY

TAX BOND CERTIFICATE

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

DATE: _____

CASH OR SURETY BOND
DON KENT
COUNTY TAX COLLECTOR

BY: _____

SIGNATURE OMISSIONS NOTE:

PURSUANT TO THE PROVISIONS OF SECTION 66436(C)(1) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO FEE:

AN EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 2, 1979 AS INSTRUMENT NO. 271618 OF OFFICIAL RECORDS.

AN EASEMENT FOR SLOPES AND INCIDENTAL PURPOSES, RECORDED MAY 27, 1987 AS INSTRUMENT NO. 87-147799 OF OFFICIAL RECORDS.

AN EASEMENT FOR DRAINAGE, FLOWAGE AND INCIDENTAL PURPOSES, RECORDED MAY 27, 1987 AS INSTRUMENT NO. 87-147800 OF OFFICIAL RECORDS.

A TEMPORARY CONSTRUCTION EASEMENT RECORDED MAY 27, 1987 AS INSTRUMENT NO. 87-147801 OF OFFICIAL RECORDS.

AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JULY 16, 1987 AS INSTRUMENT NO. 1987-204642 OF OFFICIAL RECORDS.

AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 1, 1977 AS INSTRUMENT NO. 216954 OF OFFICIAL RECORDS.

AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 1977 AS INSTRUMENT NO. 222245 OF OFFICIAL RECORDS.

AN EASEMENT FOR PUBLIC ROAD, DRAINAGE, PUBLIC UTILITY AND PUBLIC SERVICES AND INCIDENTAL PURPOSES, RECORDED JUNE 4, 1991 AS INSTRUMENT NO. 91-186480 OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, INC. IN JUNE, 2012. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER ACCEPTANCE OF STREET IMPROVEMENTS, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED IN COMPLIANCE WITH SECTION 66495 AND 66496 OF THE SUBDIVISION MAP ACT. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

ROBERT C. OLLERTON, PLS 7731

DATED _____

REGISTRATION EXPIRES: 12/31/2015

CITY ENGINEER'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT 36497 AS FILED, AMENDED, AND APPROVED BY THE CITY COUNCIL OF WILDOMAR ON _____, THE EXPIRATION DATE BEING _____, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: _____, 2015

DANIEL A. YORK,
CITY ENGINEER
CITY OF WILDOMAR
P.E. 43212, EXP. 3/31/2016
L.S. 7962, EXP. 3/31/2016

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY AND THROUGH ITS DULY AUTHORIZED OFFICERS HEREBY APPROVES THIS TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR STREET AND PUBLIC UTILITY PURPOSES (LOTS "A" THROUGH "G", INCLUSIVE.)

DATE: _____, 2015

BY: _____
DEBBIE A. LEE, CMC
CITY CLERK, CITY OF WILDOMAR

GROSS 24.00 ACRES
 NUMBERED LOTS 1-67 11.65 ACRES
 LETTERED LOTS A-G 4.09 ACRES
 LETTERED LOTS H-L 8.26 ACRES

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

ENVIRONMENTAL CONSTRAINT NOTE:

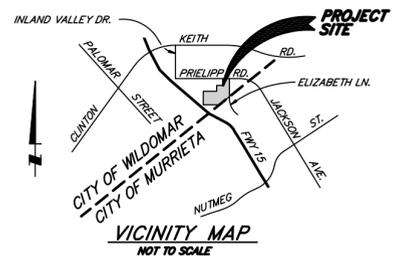
SHEET 2 OF 5 SHEETS

TRACT NO. 36497

BEING A SUBDIVISION OF PARCEL 2 AND 4 OF PARCEL MAP 11793, FILED IN BOOK 61 OF PARCEL MAPS, PAGE 38 THEREOF, PARCELS 1 AND 2 OF PARCEL MAP 17667, FILED IN THE BOOK 119 OF PARCEL MAPS, PAGE 92 THEREOF, AND PARCEL 3 OF PARCEL MAP 12214, FILED IN BOOK 67 OF PARCEL MAPS, PAGE 44 THEREOF, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 3 WEST, S.B.M.

S.B.&O., INC. ROBERT C. OLLERTON, P.L.S. 7731 FEBRUARY 2014

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY OF WILDOMAR, IN E.C.S. BOOK _____ PAGE(S) _____, THIS AFFECTS ALL PARCELS.



SURVEYOR'S NOTES

- INDICATES FOUND MONUMENT AS NOTED.
- INDICATES 1" I.P. AND TAG STAMPED "LS 7731" TO BE SET.
- 1" I.P. W/PLUG STAMPED "LS 7731" TO BE SET AT ALL LOT CORNERS, OR NAIL AND TAG STAMPED "LS 6922" IN TOP OF CURB ON THE PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT PROPERTY CORNERS TO BE SET.
- () INDICATES RECORD DATA AS NOTED
- S.F.N. SEARCHED FOUND NOTHING
- ////// INDICATES RESTRICTED ACCESS

ALL MONUMENTS SET PER RIVERSIDE COUNTY ORD. 461.10 CENTERLINE TIE SHEETS TO BE FILED WITH THE CITY OF WILDOMAR FOR ALL STREET CENTERLINE MONUMENTS SET OR "RE-SET IF REQUIRED DUE TO STREET CONSTRUCTION".

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(A) MONUMENT ENTRY EASEMENT RESERVED HEREON.

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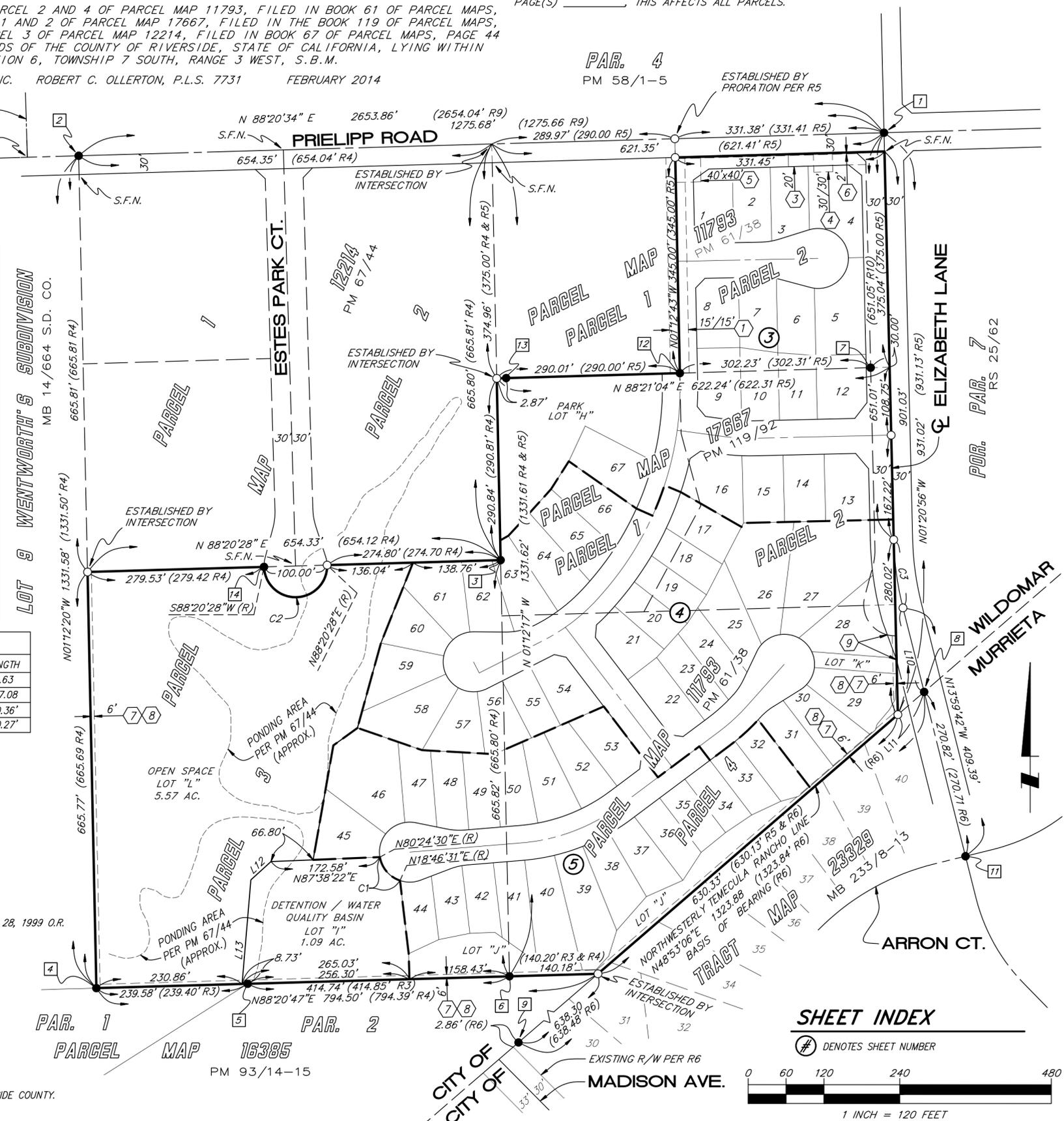
MONUMENT NOTES

NO.	REF	FOUND DESCRIPTION
1	R5, R8	1" IP, NO TAG, TOP SLIGHTLY DAMAGED, SET LS 7731 TAG
2	R4	FND 1" IP W/PP (ILLEG) & TACK, FLUSH, ACCEPTED AS INTERSECTION OF NORTH PROLONGATION OF WEST LINE PARCEL 1 AND CL PRIELIPP RD.
3	R4	FND 1" IP W/PP RCE 2xxxx (ILLEG), FLUSH
4	R3, R4	FND 1" IP, NO TAG, UP 0.1', SET LS 7731 TAG
5	R3	FND 1-1/2" IP W/LS 4136 TAG, FLUSH
6	R1, R3, R4, R5	FND 1" IP W/LS 3698 TAG, DN. 0.1'
7	R5	FND 1" IP W/LS 3698 TAG
8	R6	FND 1" IP W/PP (ILLEG), DN. 0.1, ACCEPTED AS MON. SET PER R6 AT THE INTERSECTION OF ELIZABETH LN. CENTERLINE & THE NORTHWESTERLY TEMECULA RANCHO LINE.
9	R6, R11	FND 1" IP W/LS 3698 TAG, FLUSH
10	R7	FND. 1" IP, TOP MASHED & BENT OVER; BROKE OFF TOP
11	R6	FND 1" IP W/PP LS 5529, FLUSH, IN LIEU OF LS 5306
12	R2, R5	FND 1" IP W/LS 3698 TAG, DN. 0.2'
13	NO REF.	FND 1" IP, NO TAG, DN. 0.2', 2.87' S88°21'04"E OF COR, NO REF., ACCEPTED AS POINT ON LINE
14	R4	FND 1" IP W/PP RCE 26457, FLUSH

LINE TABLE			CURVE TABLE			
LINE	LENGTH	BEARING	CURVE	DELTA	RADIUS	LENGTH
L1	167.07'	N04°45'01"E	C1	61°37'59"	48.00	51.63
L2	43.25'	N47°28'31"E	C2 (R4)	180°00'00"	50.00	157.08
L3	66.80'	N87°38'22"E	C3	12°38'46"	500.00	110.36'
L4	185.81'	N09°54'51"E	C3 (R10)	12°38'08"	500.00	110.27'
L5	47.34'	N53°46'38"E				
L6	140.71'	N15°17'21"E				
L7	138.33'	N21°33'42"E				
L8	117.72'	N06°41'26"W				
L9	40.84'	N01°39'13"W				
L10	138.57'	N13°59'42"W				
L11	55.25'	N48°53'06"E				
L11 (R6)	(55.23')	N48°53'06"E				
L12	43.25'	N47°28'31"E				
L13	167.07'	N04°45'01"E				

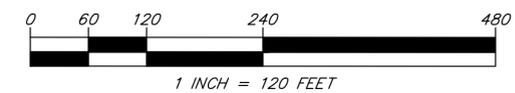
RECORD REFERENCES

- R1 INDICATES RECORD DATA PER CORNER RECORD NO. 00-07 RECORDED DECEMBER 28, 1999 O.R. RIVERSIDE COUNTY.
- R2 INDICATES RECORD DATA PER PARCEL MAP 17667 IN BOOK 119 PAGE 92.
- R3 INDICATES RECORD DATA PER PARCEL MAP 16385 IN BOOK 93 PAGES 14-15.
- R4 INDICATES RECORD DATA PER PARCEL MAP 12214 IN BOOK 67 PAGE 44.
- R5 INDICATES RECORD DATA PER PARCEL MAP 11793 IN BOOK 61 PAGE 38.
- R6 INDICATES RECORD DATA PER TRACT MAP 23329 IN BOOK 233 PAGES 8-13.
- R7 INDICATES RECORD DATA PER PARCEL MAP 13532 IN BOOK 67 PAGE 16.
- R8 INDICATES RECORD DATA PER RECORD OF SURVEY IN BOOK 116 PAGE 68.
- R9 INDICATES RECORD DATA PER RECORD OF SURVEY IN BOOK 65 PAGE 9.
- R10 CALC'D RECORD PER INSTRUMENT NO. 1991-186481(ELIZABETH LANE) O.R. RIVERSIDE COUNTY.
- R11 INDICATES RECORD DATA PER PARCEL MAP 15481 IN BOOK 96 PAGE 96.



SHEET INDEX

DENOTES SHEET NUMBER



TRACT NO. 36497

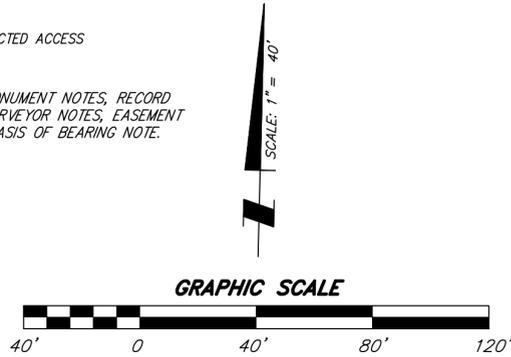
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S.B.&O., INC. ROBERT C. OLLERTON, P.L.S. 7731 FEBRUARY 2014

OFFSITE DEDICATION PER SEPARATE DOCUMENT

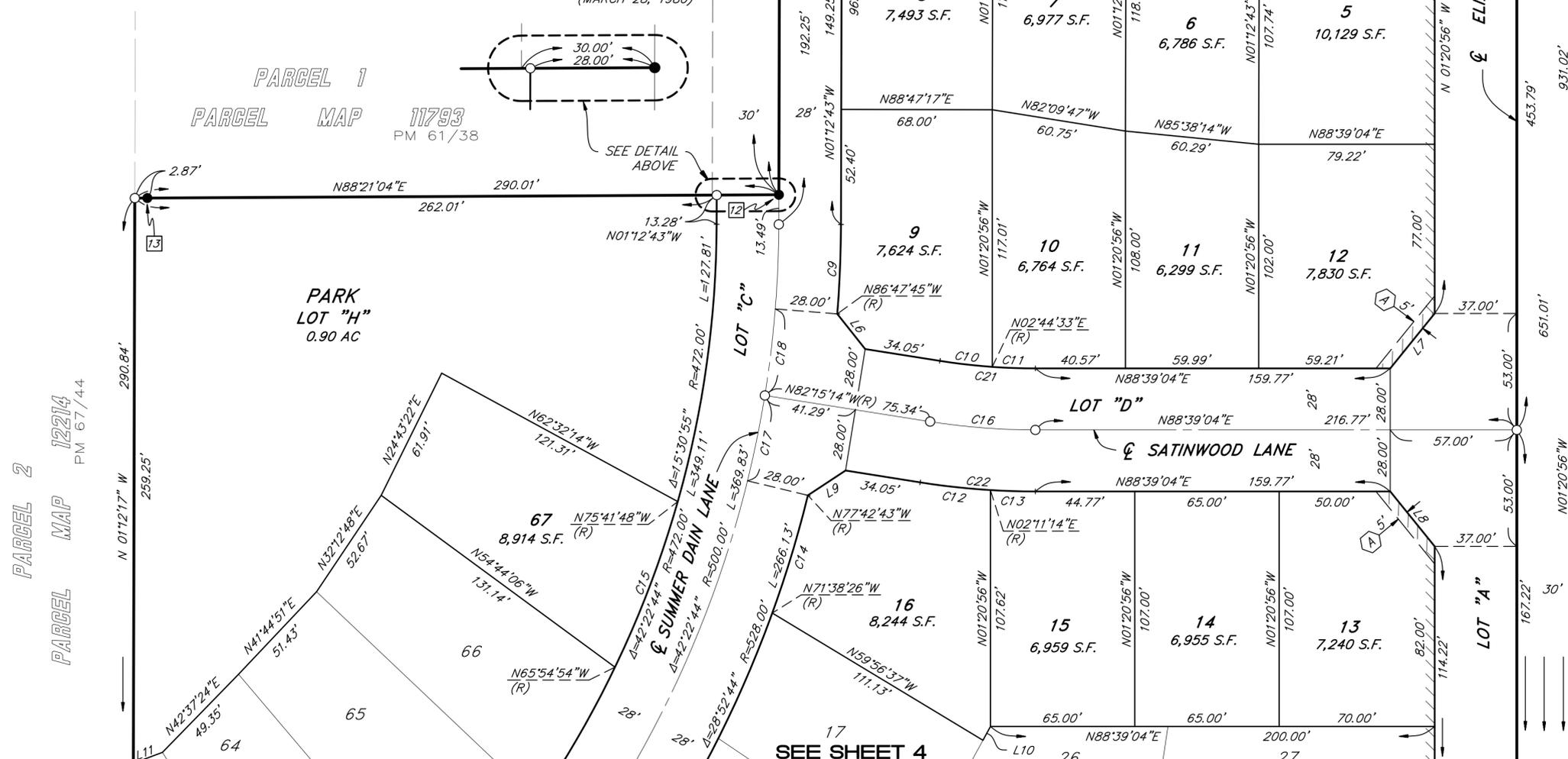
////// INDICATES RESTRICTED ACCESS

NOTE:
SEE SHEET 2 FOR VICINITY MAP, MONUMENT NOTES, RECORD REFERENCES, SHEET INDEX MAP, SURVEYOR NOTES, EASEMENT NOTES, BOUNDARY CONTROL AND BASIS OF BEARING NOTE.



LINE	LENGTH	BEARING
L1	30.12'	N54°25'55"E
L2	26.32'	N51°06'49"W
L3	21.21'	N46°12'43"W
L4	24.08'	N88°47'17"E
L5	21.21'	N43°47'17"E
L6	20.36'	N39°31'30"W
L7	32.02'	N37°18'39"E
L8	32.02'	N40°00'31"W
L9	20.36'	N55°01'01"E
L10	7.11'	N27°05'26"E
L11	14.86'	N60°28'38"E

CURVE	DELTA	RADIUS	LENGTH
C1	09°39'53"	100.00'	16.87'
C2	06°38'48"	100.00'	11.60'
C3	00°53'13"	48.00'	0.74'
C4	105°25'28"	48.00'	88.32'
C5	98°06'09"	48.00'	82.19'
C6	08°12'32"	48.00'	6.88'
C7	03°08'24"	100.00'	5.48'
C8	13°10'17"	100.00'	22.99'
C9	04°24'57"	528.00'	40.69'
C10	05°00'13"	272.00'	23.76'
C11	04°05'29"	272.00'	19.42'
C12	05°33'32"	328.00'	31.82'
C13	03°32'10"	328.00'	20.25'
C14	06°04'17"	528.00'	55.95'
C15	09°46'54"	472.00'	80.58'
C16	09°05'42"	300.00'	47.62'
C17	04°32'31"	500.00'	39.64'
C18	04°32'31"	500.00'	39.64'
C19	16°18'41"	100.00'	28.47'
C20	16°18'41"	100.00'	28.47'
C21	09°05'42"	272.00'	43.18'
C22	09°05'42"	328.00'	52.07'



EXISTING R/W PER INST. NO. 186481, REC. JUNE 4, 1991
 PAR. 7 RS 25/62

SEE SHEET 4

TRACT NO. 36497

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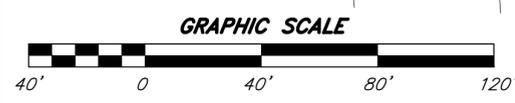
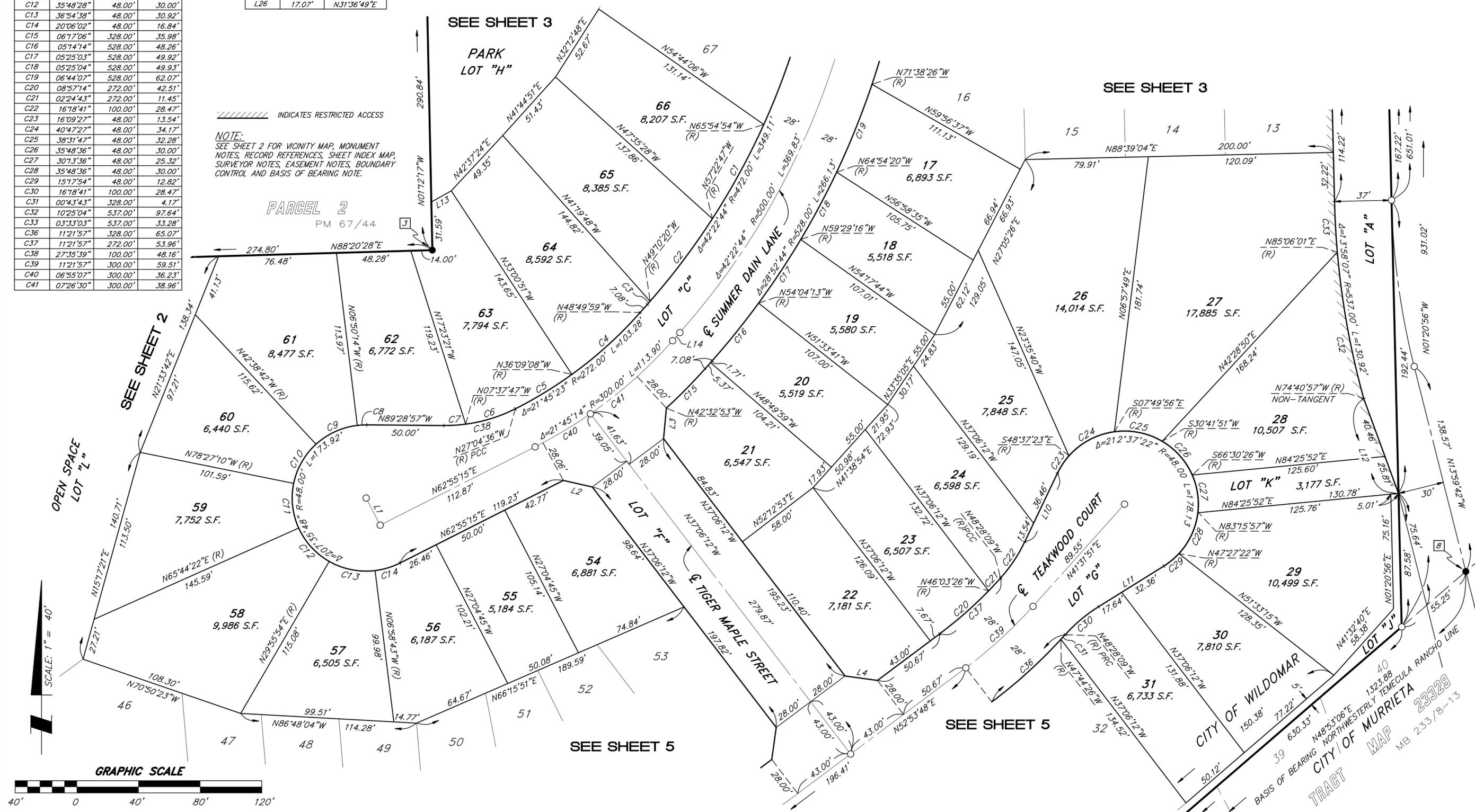
S.B.&O., INC. ROBERT C. OLLERTON, P.L.S. 7731 FEBRUARY 2014

CURVE	DELTA	RADIUS	LENGTH
C1	08°32'07"	472.00'	70.32'
C2	08°12'27"	472.00'	67.61'
C3	00°20'21"	472.00'	2.79'
C4	12°40'51"	272.00'	60.20'
C5	09°04'33"	272.00'	43.08'
C6	19°26'49"	100.00'	33.94'
C7	08°08'50"	100.00'	14.22'
C8	07°21'17"	48.00'	6.16'
C9	35°48'28"	48.00'	30.00'
C10	35°48'28"	48.00'	30.00'
C11	35°48'28"	48.00'	30.00'
C12	35°48'28"	48.00'	30.00'
C13	36°54'38"	48.00'	30.92'
C14	20°06'02"	48.00'	16.84'
C15	06°17'06"	328.00'	35.98'
C16	05°14'14"	528.00'	48.26'
C17	05°25'03"	528.00'	49.92'
C18	05°25'04"	528.00'	49.93'
C19	06°44'07"	528.00'	62.07'
C20	08°57'14"	272.00'	42.51'
C21	02°24'43"	272.00'	11.45'
C22	16°18'41"	100.00'	28.47'
C23	16°09'27"	48.00'	13.54'
C24	40°47'27"	48.00'	34.17'
C25	38°31'47"	48.00'	32.28'
C26	35°48'36"	48.00'	30.00'
C27	30°13'36"	48.00'	25.32'
C28	35°48'36"	48.00'	30.00'
C29	15°17'54"	48.00'	12.82'
C30	16°18'41"	100.00'	28.47'
C31	00°43'43"	328.00'	4.17'
C32	10°25'04"	537.00'	97.64'
C33	03°33'03"	537.00'	33.28'
C36	11°21'57"	328.00'	65.07'
C37	11°21'57"	272.00'	53.96'
C38	27°35'39"	100.00'	48.16'
C39	11°21'57"	300.00'	59.51'
C40	06°55'07"	300.00'	36.23'
C41	07°26'30"	300.00'	38.96'

LINE	LENGTH	BEARING
L1	20.00'	N27°04'45"W
L2	19.28'	N77°05'29"W
L3	20.18'	N05°10'27"E
L4	21.21'	N82°06'12"W
L10	50.00'	N25°13'10"E
L11	50.00'	N57°50'32"E
L12	66.26'	N19°56'04"W
L13	14.86'	N60°28'38"E
L14	7.08'	N41°10'01"E
L23	45.55'	N01°20'56"W
L25	47.65'	N38°22'15"E
L26	17.07'	N31°36'49"E

INDICATES RESTRICTED ACCESS

NOTE:
SEE SHEET 2 FOR VICINITY MAP, MONUMENT NOTES, RECORD REFERENCES, SHEET INDEX MAP, SURVEYOR NOTES, EASEMENT NOTES, BOUNDARY CONTROL AND BASIS OF BEARING NOTE.

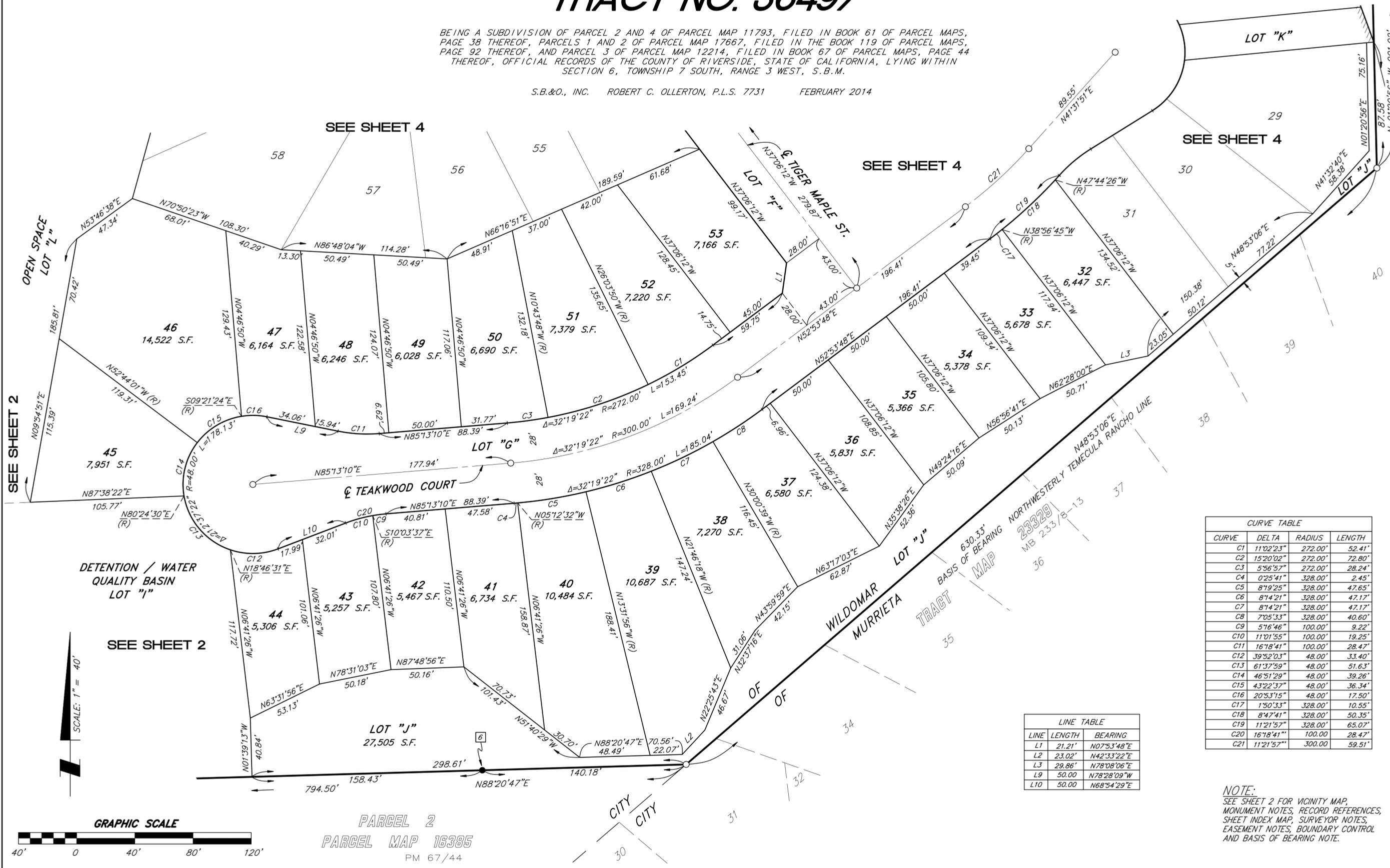


TRACTION MAP
CITY OF MURRIETA
NORTHWESTERLY TEMECULA RANCHO LINE
BASIS OF BEARING
N48°53'06"E
1323.88
58.58
77.22'
630.33'
50.12'
150.38'
N37°06'12"W
134.32'
N37°06'12"W
131.88'
N37°06'12"W
131.88'

TRACT NO. 36497

BEING A SUBDIVISION OF PARCEL 2 AND 4 OF PARCEL MAP 11793, FILED IN BOOK 61 OF PARCEL MAPS, PAGE 38 THEREOF, PARCELS 1 AND 2 OF PARCEL MAP 17667, FILED IN THE BOOK 119 OF PARCEL MAPS, PAGE 92 THEREOF, AND PARCEL 3 OF PARCEL MAP 12214, FILED IN BOOK 67 OF PARCEL MAPS, PAGE 44 THEREOF, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 3 WEST, S.B.M.

S.B.&O., INC. ROBERT C. OLLERTON, P.L.S. 7731 FEBRUARY 2014

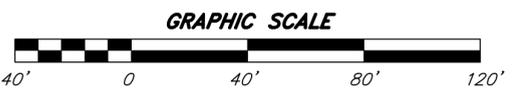


CURVE	DELTA	RADIUS	LENGTH
C1	11°02'23"	272.00'	52.41'
C2	15°20'02"	272.00'	72.80'
C3	5°56'57"	272.00'	28.24'
C4	0°25'41"	328.00'	2.45'
C5	8°19'25"	328.00'	47.65'
C6	8°14'21"	328.00'	47.17'
C7	8°14'21"	328.00'	47.17'
C8	7°05'33"	328.00'	40.60'
C9	5°16'46"	100.00'	9.22'
C10	11°01'55"	100.00'	19.25'
C11	16°18'41"	100.00'	28.47'
C12	39°52'03"	48.00'	33.40'
C13	61°37'59"	48.00'	51.63'
C14	46°51'29"	48.00'	39.26'
C15	43°22'37"	48.00'	36.34'
C16	20°53'15"	48.00'	17.50'
C17	1°50'33"	328.00'	10.55'
C18	8°47'41"	328.00'	50.35'
C19	11°21'57"	328.00'	65.07'
C20	16°18'41"	100.00'	28.47'
C21	11°21'57"	300.00'	59.51'

LINE	LENGTH	BEARING
L1	21.21'	N07°53'48"E
L2	23.02'	N42°33'22"E
L3	29.86'	N78°08'06"E
L9	50.00'	N78°28'09"W
L10	50.00'	N68°54'29"E

NOTE:
SEE SHEET 2 FOR VICINITY MAP, MONUMENT NOTES, RECORD REFERENCES, SHEET INDEX MAP, SURVEYOR NOTES, EASEMENT NOTES, BOUNDARY CONTROL AND BASIS OF BEARING NOTE.

PARCEL 2
PARCEL MAP 16385
PM 67/44



GROSS 24.00 ACRES
 NUMBERED LOTS 1-67 11.65 ACRES
 LETTERED LOTS A-G 4.09 ACRES
 LETTERED LOTS H-L 8.26 ACRES

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

ENVIRONMENTAL CONSTRAINT NOTE:

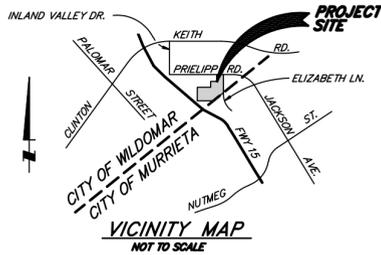
SHEET 1 OF 1 SHEETS

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S.B.&O., INC. ROBERT C. OLLERTON, P.L.S. 7731 FEBRUARY 2014

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY OF WILDOMAR, IN E.C.S. BOOK _____ PAGE(S) _____, THIS AFFECTS ALL PARCELS.



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ENVIRONMENTAL CONSTRAINT NOTES:

THE ENVIRONMENTAL CONSTRAINT INFORMATION SHOWN ON THIS MAP SHEET IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THIS INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS, AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP.

THE REQUIRED WATER SYSTEM, INCLUDING FIRE HYDRANTS, SHALL BE INSTALLED AND ACCEPTED BY THE APPROPRIATE WATER AGENCY PRIOR TO ANY COMBUSTIBLE BUILDING MATERIALS PLACED ON AN INDIVIDUAL LOT.

PRIOR TO THE ISSUANCE OF A GRADING PERMIT, THE DEVELOPER SHALL PREPARE AND SUBMIT TO THE FIRE DEPARTMENT FOR APPROVAL A FIRE PROTECTION/VEGETATION MANAGEMENT THAT SHOULD INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:

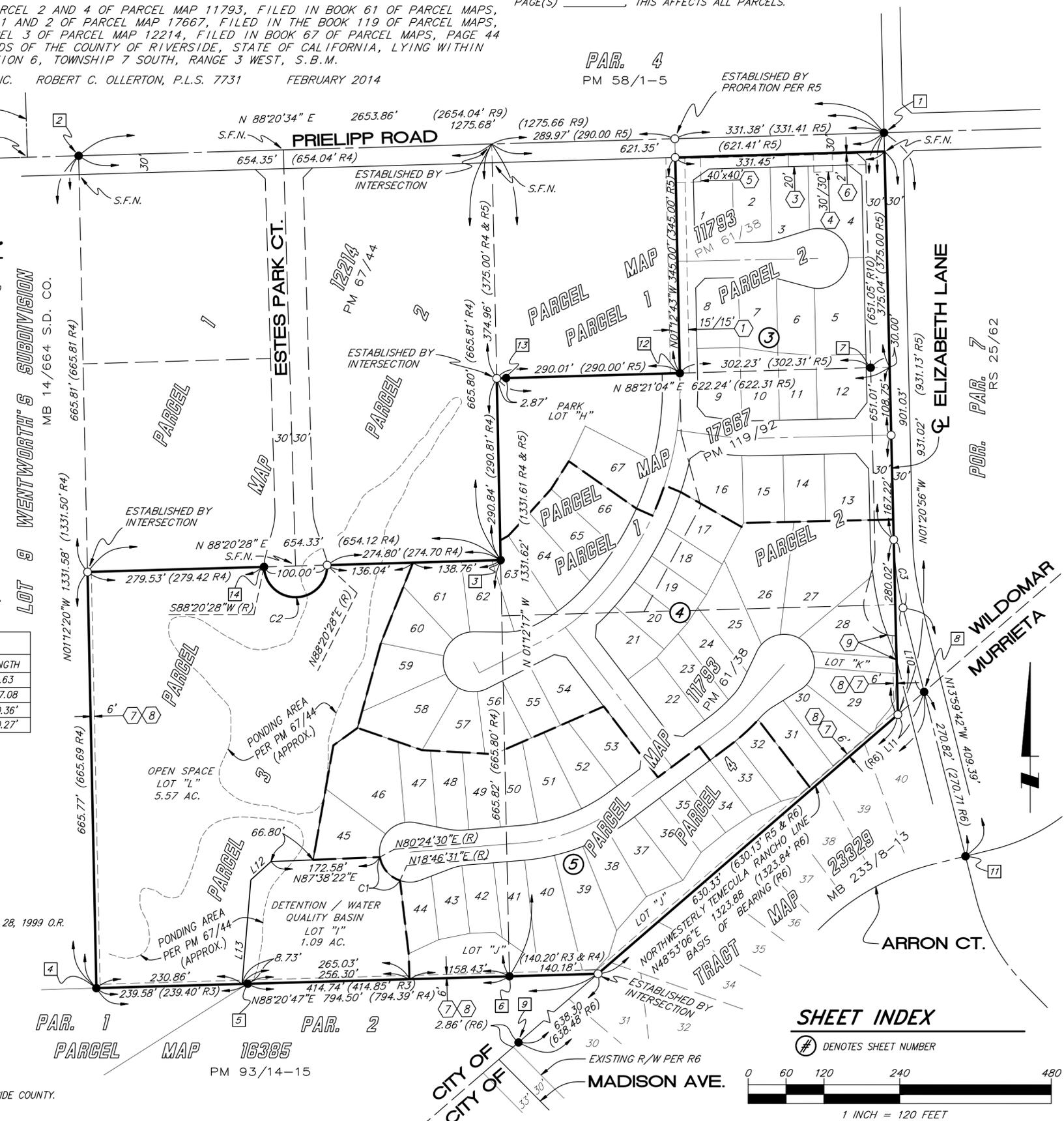
- A) FUEL MODIFICATION TO REDUCE FIRE LOADING
- B) APPROPRIATE FIRE BREAKS ACCORDING TO FUEL LOAD, SLOPE AND TERRAIN
- C) NON-FLAMMABLE WALLS ALONG COMMON BOUNDARIES BETWEEN REAR YARDS AND OPEN SPACE AREAS SHALL BE PROVIDED AT INTERVALS NOT TO EXCEED 1500'
- D) A HOMEOWNER'S ASSOCIATION OR APPROPRIATE DISTRICT SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL FIRE PROTECTION MEASURES WITHIN THE OPEN SPACE AREAS.
- E) ANY HABITAT CONSERVATION ISSUE AFFECTING THE FIRE DEPARTMENT FUEL MODIFICATION REQUIREMENTS SHALL HAVE CONCURRENCE WITH THE RESPONSIBLE WILDLIFE AND/OR OTHER CONSERVATION AGENCY.

THIS PROPERTY IS SUBJECT TO LIGHTING RESTRICTION AS REQUIRED BY COUNTY ORDINANCE NO. 655, WHICH ARE INTENDED TO REDUCE THE EFFECTS OF NIGHT LIGHTING ON THE MOUNT PALOMAR OBSERVATORY. ALL PROPOSED OUTDOOR LIGHTING SYSTEMS SHALL BE IN CONFORMANCE WITH COUNTY ORDINANCE NO. 655.

LINE TABLE			CURVE TABLE			
LINE	LENGTH	BEARING	CURVE	DELTA	RADIUS	LENGTH
L1	167.07'	N04°45'01"E	C1	61°37'59"	48.00	51.63
L2	43.25'	N47°28'31"E	C2 (R4)	180°00'00"	50.00	157.08
L3	66.80'	N87°38'22"E	C3	12°38'46"	500.00	110.36'
L4	185.81'	N09°54'51"E	C3 (R10)	12°38'08"	500.00	110.27'
L5	47.34'	N53°46'38"E				
L6	140.71'	N15°17'21"E				
L7	138.33'	N21°33'42"E				
L8	117.72'	N06°41'26"W				
L9	40.84'	N01°39'13"W				
L10	138.57'	N13°59'42"W				
L11	55.25'	N48°53'06"E				
L11 (R6)	(55.23')	N48°53'06"E				
L12	43.25'	N47°28'31"E				
L13	167.07'	N04°45'01"E				

RECORD REFERENCES

- R1 INDICATES RECORD DATA PER CORNER RECORD NO. 00-07 RECORDED DECEMBER 28, 1999 O.R. RIVERSIDE COUNTY.
- R2 INDICATES RECORD DATA PER PARCEL MAP 17667 IN BOOK 119 PAGE 92.
- R3 INDICATES RECORD DATA PER PARCEL MAP 16385 IN BOOK 93 PAGES 14-15.
- R4 INDICATES RECORD DATA PER PARCEL MAP 12214 IN BOOK 67 PAGE 44.
- R5 INDICATES RECORD DATA PER PARCEL MAP 11793 IN BOOK 61 PAGE 38.
- R6 INDICATES RECORD DATA PER TRACT MAP 23329 IN BOOK 233 PAGES 8-13.
- R7 INDICATES RECORD DATA PER PARCEL MAP 13532 IN BOOK 67 PAGE 16.
- R8 INDICATES RECORD DATA PER RECORD OF SURVEY IN BOOK 116 PAGE 68.
- R9 INDICATES RECORD DATA PER RECORD OF SURVEY IN BOOK 65 PAGE 9.
- R10 CALC'D RECORD PER INSTRUMENT NO. 1991-186481(ELIZABETH LANE) O.R. RIVERSIDE COUNTY.
- R11 INDICATES RECORD DATA PER PARCEL MAP 15481 IN BOOK 96 PAGE 96.



SHEET INDEX

DENOTES SHEET NUMBER



1 INCH = 120 FEET

ATTACHMENT C

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**

(Document exempt from recording fees
pursuant to Cal. Gov. Code § 27383)

CITY OF WILDOMAR
Attn: City Manager
23873 Clinton Keith Rd., Suite 111
Wildomar, California 92595

THIS SPACE FOR RECORDER'S USE ONLY

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 36497

By and Between

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

and

**LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA
CORPORATION**

DATED AUGUST 12, 2015

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 36497

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this 12th day of August, 2015 by and between the City of Wildomar, a municipal corporation (“City”) and Lennar Homes of California, Inc., a California corporation (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A”. The tract map is identified in City records as Tract Map No. 36497. On September 10, 2014, the City conditionally approved Tract No. 36497.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.), (“Map Act”) the City Ordinances, the conditions of approval for Tract No. 36497, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 36497.

D. City has authority to enter into this Subdivision Improvement Agreement pursuant to Government Code Sections 66499 – 66499.10.

E. Pursuant to Government Code Section 66499, Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 36497.

DEFINED TERMS

“*Developer*” shall mean Lennar Homes of California, Inc., a California corporation. The term “Developer” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

“*Estimated Costs*” shall mean the City Engineer’s approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

"Litigation Expenses" shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a party in good faith in the prosecution of an action or proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

"Map Act" shall mean the Subdivision Map Act, Government Code Sections 66410 et seq.

"Property" shall mean the all of the real property contained within the boundaries of Tract Map No. 36497 located in the City of Wildomar, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Exhibit "A".

"Public Improvements" shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 36497 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 36497. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Exhibit "B. Notwithstanding, Exhibit "B", Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map 36497.

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

"Security" shall mean surety bonds, lien agreement or other security approved by the City Engineer or City Attorney in the amounts and under the terms of Section 12.

"Tract No 36497." shall mean the final map prepared and approved by the City for tentative tract map no. 36497..

"Warranty" shall mean the one year period following completion of the Public Improvements by Developer and the acceptance of the Public Improvements by the City in which Developer warrants and guarantees all Public Improvements.

OPERATIVE PROVISIONS

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

1. **EFFECTIVENESS.** This Agreement shall not be effective unless and until all four (4) of the following conditions are satisfied in the order provided:

1.1 **Security.** Developer provides City with the Security of the type and in the amounts required by this Agreement;

1.2 **Final Map and Agreement Approval.** The City Council of the City ("City Council") approves the final map for Tract No. 36497 and this Agreement;

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

1.4 **Record Final Map.** Developer records the final map for Tract No. 36497 in the Recorder's Office of the County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within two years (24 months) following approval of the final map for Tract No. 36497.

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 *et seq.* of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the Security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 **Accrual of Limitations Period.** Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 36497 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 *et seq.* of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No.

36497 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 36497, or as required by other governmental agencies having jurisdiction over Tract No. 36497.

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

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

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

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

10.2 **City Acceptance of Public Improvements.** If Tract No. 36497 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

10.3 **Developer's Obligation to Provide As-Built or Record Drawings.** Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11. **WARRANTY AND GUARANTEE.** Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City. During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. **SECURITY.** Prior to City's approval and execution of this Agreement, Developer shall provide City with surety bonds, a lien agreement, or another form of security acceptable to the City Attorney and City Engineer under the terms set forth below.

12.1 **Surety Bonds.** If surety bonds are provided as Security, the amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

12.1.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful

performance bond in the amount of Three Million Two Hundred Thirty-One Thousand and No/100 Dollars (\$3,231,000.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.1.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 36497, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 36497.

12.1.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of One Million Six Hundred Fifteen Thousand Five Hundred and No/100 Dollars (\$1,615,500.00), which sum shall not be less than fifty percent (50%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

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

12.2 **Lien Agreement.** In lieu of surety bonds, Developer may execute a lien agreement as Security for the Improvements in accordance with Wildomar Municipal Code Section 16.56.030. The Lien Agreement shall be in the form attached hereto as Exhibit "E" and incorporated herein by this reference.

12.3 **Developer's Liability.** While no action of Developer shall be required in order for City to realize on its security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 12.

13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 36497 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of Eighty-Six Thousand Four Hundred and No/100 Dollars (\$86,400.00), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 36497.

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

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

16. **INDEMNIFICATION.** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public

Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

17. INSURANCE.

17.1 **Types; Amounts.** Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. GENERAL PROVISIONS.

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

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

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

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

CITY:

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

DEVELOPER:

Lennar Homes of California, Inc., a California corporation
Attn: Jeffrey T. Clemens
980 Montecito Dr., Suite 302
Corona, CA 92879

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

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

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

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

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

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

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

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

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

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 36497, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

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

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

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

CITY OF WILDOMAR

Di

Di

ATTEST:

Debbie E. Lee
City Clerk

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

Lennar Homes of California, Inc., a California corporation

By: 

Mark Torres
Its: Division President

By: _____

Its: _____

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

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.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On August 5, 2015

before me, Beth Bruley, Notary Public
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Mark Torres
Name 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.



Beth Bruley
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: _____

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

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.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2015

before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____
Name 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.

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: _____

- Individual
Corporate Officer

Title(s)

- Partner(s) Limited General
Attorney-In-Fact
Trustee(s)
Guardian/Conservator
Other: _____

Title or Type of Document

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Document

Signer(s) Other Than Named Above

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT NO. 36497

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

PARCEL A:

PARCELS 1 AND 2, AS SHOWN BY PARCEL MAP 17667, ON FILE IN BOOK 119, PAGE 92 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 380-280-010-2 AND 380-280-011-3

PARCEL B:

PARCEL 2, AS SHOWN BY PARCEL MAP 11793, ON FILE IN BOOK 61, PAGE 38 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 380-280-009-2

PARCEL C:

PARCEL 3, AS SHOWN BY PARCEL MAP 12214, ON FILE IN BOOK 67, PAGE 44 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 380-280-004-7

PARCEL D:

PARCEL 4, AS SHOWN BY PARCEL MAP 11793, ON FILE IN BOOK 61, PAGE 38 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 380-280-012-4

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 36497

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
AND PLAN CHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT MAP NO. TM 36497 DATE: 3/13/2014, Rev 8-15-14
 PP, CU, PU, MS OR VL NO. _____ IP: Rev 12-5-14, Rev 4-8-15
Rev 4-24-15, Rev 4-27-15
Rev 4-29-15, Rev 5-24-15

IMPROVEMENTS	FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)		MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
	Street/Drainage	\$ 2,194,444.94	\$ 2,194,500.00
*Flood Control	\$ 0.00	\$ 0.00	\$ 0.00
Water <u>EVMWD</u> District Name	\$ 724,904.64	\$ 725,000.00	\$ 362,500.00
Sewer <u>EVMWD</u> District Name	\$ 311,385.60	\$ 311,500.00	\$ 155,750.00
Total	3,230,735.18	3,231,000.00	1,615,500.00
Warranty Retention (10%)		\$ 323,100.00	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathematical extensions, using City's unit costs, are accurate for determining bonding costs

Above amounts do include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E)

Daniel J. O'Rourke
Signature

5-27-15
Date

DANIEL J. O'ROURKE
Name Typed or printed

47677 EXP 12-31-15
RCE# Exp. Date



Civil Engineer's Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estimate.

- *** PLEASE READ INSTRUCTIONS BELOW ***
- Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "City of Wildomar Improvement Requirement Worksheet."
 - Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. **100% for Flood Control items.
 - For Construction items not covered by "City of Wildomar Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If the City of Wildomar Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
		ROADWAY EXCAVATION		
3,597	C.Y.	1. Projects with Grading Plan (194,227 SF) Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 71,940.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) = Fill (f) =		
	C.Y.	(a.) Excavate and Fill	\$ 0.40	\$ 0.00
	C.Y.	(b.) Excavate and Export	\$ 1.10	\$ 0.00
	C.Y.	(c.) Import and Fill	\$ 2.80	\$ 0.00
		If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a.)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
1,532	L.F.	Sawcut Exist. A.C. Pavement	\$ 1.00	\$ 1,532.00
	S.F.	Cold Plane A.C. Pavement	\$ 1.50	\$ 0.00
4,657	S.Y.	Grinding A.C. , in place	\$ 2.00	\$ 9,314.00
170	S.Y.	Remove A.C. Pavement	\$ 0.60	\$ 102.00
	L.F.	Remove Curb and Gutter	\$ 18.00	\$ 0.00
	L.F.	Remove A.C. Dike	\$ 3.00	\$ 0.00
	EA.	Relocate Mailbox	\$ 250.00	\$ 0.00
	L.F.	Remove Chain Link Fence	\$ 7.50	\$ 0.00
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
2,175	TON	Asphalt Concrete (3" @ 91,412 S.F.; 4" @ 8,027 S.F.; 5.2" @ 10,791 S.F.) (144 lbs/cu.ft)	\$ 90.00	\$ 195,750.00
2,610	C.Y.	Agg Base Class II (7" @ 91,412 S.F.; 9.5" @ 8,027 S.F.; 12" @ 10,791 S.F.)	\$ 50.00	\$ 130,500.00
4.1	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (110,230 S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 2,460.00
41,910	S.F.	AC overlay (min. 0.125')	\$ 0.90	\$ 37,719.00
4,942	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 74,130.00
1,297	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ 22,049.00
	L.F.	Type "C" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D-1" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D" Curb	\$ 15.00	\$ 0.00
	L.F.	A.C. Dike (6")(incl. material & labor)	\$ 8.00	\$ 0.00
149	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 10.00	\$ 1,490.00
3,463	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 34,630.00
34,279	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 205,674.00
12,282	S.F.	P.C.C. Drive Approach 69 x ((16 x 10)+18)	\$ 8.00	\$ 98,256.00
	S.F.	P.C.C. Dip Section Std. 307	\$ 6.00	\$ 0.00
14	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 28,000.00
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Barricades	\$ 100.00	\$ 0.00
	L.F.	Metal Beam Guard Railing	\$ 35.00	\$ 0.00
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 0.00
	L.F.	Chain Link Fence (6')	\$ 80.00	\$ 0.00
	L.F.	Relocate Fence	\$ 12.00	\$ 0.00
	EA.	Pipe Gate	\$ 1,000.00	\$ 0.00
7	EA.	Relocate Power Pole	\$ 10,000.00	\$ 70,000.00
14	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 70,000.00
	EA.	Concrete Bulkhead	\$ 2,500.00	\$ 0.00
1	EA.	Concrete Collar	\$ 500.00	\$ 500.00
	C.Y.	Cut Off Wall (Std 2')	\$ 400.00	\$ 0.00
	EA.	A. C. Overside Drain	\$ 800.00	\$ 0.00
	EA.	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 0.00
	EA.	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
	EA.	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 0.00
	EA.	Private Drainage Structure Std 310	\$ 500.00	\$ 0.00
	S.F.	Terrace Drain & Down Drain	\$ 6.50	\$ 0.00
	S.F.	Interceptor Drain	\$ 6.50	\$ 0.00
	C.Y.	R.C. Box Culvert	\$ 400.00	\$ 0.00
	C.Y.	Concrete Channel	\$ 200.00	\$ 0.00
7	C.Y.	Rip Rap - Facing - 75 lb Rock Class	\$ 25.00	\$ 175.00
44	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ 1,980.00
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ 0.00
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$ 75.00	\$ 0.00
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ 0.00
595	L.F.	18" R.C. P. Or 21" x 15" RCPA	\$ 113.00	\$ 67,235.00
2141	L.F.	24" R.C. P. Or 28" x 20" RCPA	\$ 115.00	\$ 246,215.00
	L.F.	30" R.C. P. Or 35" x 24" RCPA	\$ 153.00	\$ 0.00
632	L.F.	36" R.C. P. Or 42" x 29" RCPA	\$ 90.00	\$ 56,880.00
1	EA.	Concrete Spillway	\$ 5,000.00	\$ 5,000.00
2659	SF	PCC Pavement - at basin	\$ 6.00	\$ 15,954.00
340	L.F.	6" Type D Curb - at basin	\$ 15.00	\$ 5,100.00
546	L.F.	6" Perforated Pipe - in basin	\$ 10.00	\$ 5,460.00
10	EA.	6" PVC Cleanout - in basin	\$ 50.00	\$ 500.00
	EA.	24" C.S.P. HDPE Or Equal	\$ 50.00	\$ 0.00
	L.F.	30" C.S.P. HDPE Or Equal	\$ 60.00	\$ 0.00
	L.F.	36" C.S.P. HDPE Or Equal	\$ 70.00	\$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	\$ 80.00	\$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	\$ 100.00	\$ 0.00
	L.F.	54" C.S.P. HDPE Or Equal	\$ 110.00	\$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	\$ 120.00	\$ 0.00
2	EA.	Catch Basin W=5'	\$ 2,200.00	\$ 4,400.00
1	EA.	Catch Basin W=8'	\$ 4,000.00	\$ 4,000.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
WATER IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT PRICE	AMOUNT
	L.F.	4" Waterline	\$ 13.00	\$ 0.00
	L.F.	6" Waterline	\$ 16.00	\$ 0.00
1,974	L.F.	8" PVC Waterline	\$ 50.00	\$ 98,700.00
249	L.F.	8" DIP Waterline	\$ 68.00	\$ 16,932.00
1,642	L.F.	12" PVC Waterline	\$ 65.00	\$ 106,730.00
13	L.F.	12" DIP Waterline	\$ 88.00	\$ 1,144.00
	EA.	4" Gate Valve	\$ 650.00	\$ 0.00
	EA.	6" Gate Valve	\$ 800.00	\$ 0.00
8	EA.	8" RW Gate Valve	\$ 2,200.00	\$ 17,600.00
	EA.	10" Gate Valve	\$ 1,050.00	\$ 0.00
12	EA.	12" Butterfly Valve	\$ 3,000.00	\$ 36,000.00
10	EA.	Fire Hydrant (6") Super	\$ 6,500.00	\$ 65,000.00
	EA.	Fire Hydrant (6") Standard	\$ 2,300.00	\$ 0.00
	EA.	4" Misc. Fittings	\$ 150.00	\$ 0.00
	EA.	6" Misc. Fittings	\$ 200.00	\$ 0.00
	EA.	8" Misc. Fittings	\$ 250.00	\$ 0.00
	EA.	10" Misc. Fittings	\$ 280.00	\$ 0.00
	EA.	12" Misc. Fittings	\$ 320.00	\$ 0.00
3	EA.	6" Blowoff	\$ 6,000.00	\$ 18,000.00
68	EA.	1" Water Service (Domestic)	\$ 1,100.00	\$ 74,800.00
3	EA.	2" Water Service (Irrigation)	\$ 3,000.00	\$ 9,000.00
2	EA.	1" Air Vac Assembly	\$ 2,500.00	\$ 5,000.00
5	EA.	2" Air Vac Assembly	\$ 4,000.00	\$ 20,000.00
3	EA.	2" Backflow Device	\$ 1,500.00	\$ 4,500.00
2	EA.	Pressure Reducing Station	\$ 15,000.00	\$ 30,000.00
	EA.		\$ 400.00	\$ 0.00
	EA.		\$ 275.00	\$ 0.00
	EA.		\$ 1,850.00	\$ 0.00
	A.	Subtotal		\$ 503,406.00
	B.	Administrative Contingency (20% x A)		\$ 100,681.20
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	Water Total (A + B)		\$ 604,087.20
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		\$ 120,817.44
	E.	Water Total (C + D)		\$ 724,904.64

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 36497

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 3,231,000.00

Surety: National Union Fire Insurance Co.

Attorney-in-fact: Mechelle Larkin

Address: 17901 Von Karman Ave., Suite 1100

Irvine, CA 949-399-5826

949-399-5826

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ 1,615,500.00

Surety: National Union Fire Insurance Co.

Attorney-in-fact: Mechelle Larkin

Address: 17901 Von Karman Ave., Suite 1100

Irvine, CA 92614

949-399-5826

CASH MONUMENT SECURITY: \$ 86,400.00

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. 918745
INITIAL PREMIUM: \$12,924.00/annum
SUBJECT TO RENEWAL

CITY OF WILDOMAR

TRACT MAP NO. 36497 IMPROVEMENTS
(Briarwood)
FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California ("City") and Lennar Homes of California, Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 36497 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 2015 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and National Union Fire Insurance Company of Pittsburgh, PA ("Surety"), a corporation organized and existing under the laws of the State of Pennsylvania, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of Three Million Two Hundred Thirty One Thousand and 00/100 Dollars (\$ 3,231,000.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Irvine, California, this 25th day of June, 2015.

Lennar Homes of California, Inc.,
a California corporation

Principal

By:


Its: Managing Member

Jeffrey T. Clemens
(print name)

National Union Fire Insurance Company of Pittsburgh, PA

Surety

By:


Attorney-In-Fact

Mechelle Larkin
(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

CALIFORNIA ALL-PURPOSE 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 Orange)

On JUN 25 2015 before me, Kathy R. Mair, Notary Public
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin
[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.

Kathy R. Mair
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: Mechelle Larkin

- 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: _____

California All-Purpose Certificate of 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)

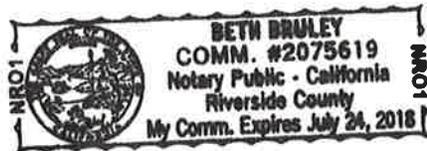
On June 09, 2015 before me, Beth Bruley, Notary Public,
personally appeared Jeffrey T. Clemens

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.

Signature



(Seal)

BOND NO. 918745
INITIAL PREMIUM: Incl. in Perf. Bond
SUBJECT TO RENEWAL

CITY OF WILDOMAR

TRACT MAP 36497 IMPROVEMENTS
(Briarwood)
FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California ("City") and Lennar Homes of California, Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 36497 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 2015 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and National Union Fire Insurance Company of Pittsburgh, PA ("Surety"), a corporation organized and existing under the laws of the State of Pennsylvania, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of (1) Dollars (\$ 1,615,500.00), said sum being not less than 50% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

(1) One Million Six Hundred Fifteen Thousand Five Hundred and 00/100

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 *et seq.* of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Irvine, California, this 25th day of June, 2015.

Lennar Homes of California, Inc.,
a California corporation
Principal

National Union Fire Insurance Company of Pittsburgh, PA
Surety

By: 
Its: Managing Member

By: 
Attorney-In-Fact

Jeffrey T. Clemens
(print name)

Mechelle Larkin
(print name)

CALIFORNIA ALL-PURPOSE 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 Orange)

On JUN 25 2015 before me, Kathy R. Mair, Notary Public
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin
[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.



Kathy R. Mair
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: Mechelle Larkin

- 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: _____

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

POWER OF ATTORNEY

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, PA.
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 29358

No. 05-B-34748

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

---Irene Lau, Kathy R. Mair, Mechelle Larkin, Stephanie Banh : of Irvine, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents

this 9th day of March, 2015



Handwritten signature of Michael Yang

Michael Yang, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 9th day of March, 2015 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

Handwritten signature of Juliana Hallenbeck

JULIANA HALLENBECK
Notary Public - State of New York
No. 01HA6125671
Qualified in Bronx County
My Commission Expires April 18, 2017

CERTIFICATE

Exerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Denis Butkovic, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing exerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation



JUN 25 2015
this day of

Handwritten signature of Denis Butkovic

Denis Butkovic, Secretary

California All-Purpose Certificate of 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 June 29, 2015 before me, Beth Bruley, Notary Public,
personally appeared Jeffrey T. Clemens

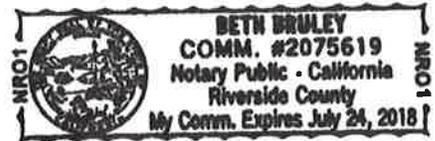
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

Signature

Beth Bruley



(Seal)

EXHIBIT "D"

**LIST OF TRACT MAP CONDITIONS
OF APPROVAL NOT SATISFIED**

Condition of Approval (COA)	Condition Description
TTM 36497 Planning COA No. 49	Prior to the recordation of the final tract map for TPM 36497, or any subsequent final maps within the project area, the Applicant shall pay all fees in accordance with Zone A of the Southwest Road and Bridge Benefit District.
TTM 36497 PW/ENG COA No's 23-29	Construction of Improvements

ATTACHMENT D

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of August, 2015 , by and between Lennar Homes of California, Inc., a California corporation (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as Tentative Tract Map 36497 (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Tract 36497, as approved or to be approved by the City (the "Plan"), which is incorporated herein by reference, requires Landowner to prepare and implement a City-approved Water Quality Management Plan (the "WQMP") that provides for stormwater quality treatment within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities called for by the WQMP on the Property (the "Facilities"); and

WHEREAS, Landowner intends to annex the Property into the City's Community Facilities District No. 2013-1 (Services) (the "CFD") for the purposes of having the City maintain and inspect one or more of the Facilities.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.
3. Upon the completion of the annexation of all or a portion of the Property into the CFD, Landowner's obligation to maintain the Facilities specified in the annexation proceedings and resolutions as being maintained through the CFD (the "CFD Maintained Facilities") shall cease. If the Property is subsequently deannexed or otherwise removed from the CFD then the Landowner, its successors and assigns, including any homeowners association, shall resume all of the obligations of this agreement, including but not limited to the duty to maintain and inspect, with respect to the CFD Maintained Facilities.
4. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not

limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report. This section does not apply to any CFD Maintained Facilities.

5. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary.

6. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. This section does not apply to any CFD Maintained Facilities.

7. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule. This section does not apply to any CFD Maintained Facilities.

8. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

9. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

10. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

WITNESS the following signatures and seals:

Company/Corporation/Partnership Name

(Seal)

By:_____

Name:_____

Title: _____

RECORD OWNERS (MUST BE NOTARIZED)

CITY OF WILDOMAR

Gary Nordquist
City Manager

Date

ATTEST

Date

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.7
CONSENT CALENDAR
Meeting Date: August 12, 2015

TO: Mayor and City Council Members
FROM: Dan York, Assistant City Manager
SUBJECT: Support State Funding of Local Streets and Roads

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA URGING THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING
FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE

DISCUSSION:

The League of California Cities supports the priorities of a broad coalition of cities, counties, labor, business, public safety and transportation advocates to meet the Governor's call to address California's chronic transportation infrastructure funding shortfall. The attached resolution details the priorities benefitting the City of Wildomar with a significant investment in transportation infrastructure and annual funding to maintain and rehabilitate our current streets.

The City Council received a pavement management report in March 2013 defining pavement condition and annual funding required for maintenance and rehabilitation. The City needs \$560,000 per year for Preventative Maintenance and \$1,820,000 per year for Rehabilitation for a total annual need of \$2,380,000. The City budgets \$150,000 per year using available State Gas Tax and County Measure A Tax funds.

FISCAL IMPACT:

Proposed New Local Streets and Roads Funding estimates \$1,787,000 annually to the City of Wildomar.

Submitted by:
Daniel A. York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Resolution

RESOLUTION NO. 2015 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA URGING THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING
FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE**

WHEREAS, Governor Edmund G. Brown, Jr. has called an extraordinary session to address the immense underfunding of California's transportation infrastructure; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, the City of Wildomar has participated in efforts with the California State Association of Counties, League of California Cities, and California's Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components; and

WHEREAS, the resulting 2014 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network's condition and funding needs, indicates that the condition of the local transportation network is deteriorating as predicted in the initial 2008 study; and

WHEREAS, the results show that California's local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the "at risk" category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased; and

WHEREAS, the resulting 2013 City of Wildomar Pavement Management Program, establishes a preventative maintenance best management strategy based on an average PCI of 80 if full funding is available; and

WHEREAS, the City of Wildomar' local streets network is deteriorating with a 2015 citywide average PCI of 71 because available funding is not sufficient to maintain the roadway network at best management levels; and

WHEREAS, if funding remains at the current levels, in 10 years, 25 percent of local streets and roads in California will be in "failed" condition; and

WHEREAS, cities and counties need an additional \$1.7 billion just to maintain a status quo pavement condition of 66, and much more revenue to operate the system with Best Management Practices, which would reduce the total amount of funding needed for maintenance in the future; and

WHEREAS, models show that an additional \$3 billion annual investment in the local streets and roads system is expected to improve pavement conditions statewide from an average “at risk” condition to an average “good” condition; and

WHEREAS, if additional funding isn’t secured now, it will cost taxpayers twice as much to fix the local system in the future, as failure to act this year will increase unmet funding needs for local transportation facilities by \$11 billion in five years and \$21 billion in ten years; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site runoff; and

WHEREAS, in addition to the local system, the state highway system needs an additional \$5.7 billion annually to address the state’s deferred maintenance; and

WHEREAS, in order to bring the local system back into a cost-effective condition, at least \$7.3 billion annually in new money going directly to cities and counties.

NOW THEREFORE BE IT RESOLVED, by the City of Wildomar Council that this Council does hereby strongly urge the Governor and Legislature to identify a sufficient and stable funding source for local street and road and state highway maintenance and rehabilitation to ensure the safe and efficient mobility of the traveling public and the economic vitality of California.

RESOLVED FURTHER, that the City of Wildomar strongly urges the Governor and Legislature to adopt the following priorities for funding California’s streets and roads.

1. Make a significant investment in transportation infrastructure. Any package should seek to raise at least \$6 billion annually and should remain in place for at least 10 years or until an alternative method of funding our transportation

system is agreed upon.

2. Focus on maintaining and rehabilitating the current system. Repairing California's streets and highways involves much more than fixing potholes. It requires major road pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, as well as operational improvements that necessitate the construction of auxiliary lanes to relieve traffic congestion choke points and fixing design deficiencies that have created unsafe merging and other traffic hazards. Efforts to supply funding for transit in addition to funding for roads should also focus on fixing the system first.
3. Equal split between state and local projects. We support sharing revenue for roadway maintenance equally (50/50) between the state and cities and counties, given the equally-pressing funding needs of both systems, as well as the longstanding historical precedent for collecting transportation user fees through a centralized system and sharing the revenues across the entire network through direct subventions. Ensuring that funding to local governments is provided directly, without intermediaries, will accelerate project delivery and ensure maximum accountability.
4. Raise revenues across a broad range of options. Research by the California Alliance for Jobs and Transportation California shows that voters strongly support increased funding for transportation improvements. They are much more open to a package that spreads potential tax or fee increases across a broad range of options, including fuel taxes, license fees, and registration fees, rather than just one source. Additionally, any package should move California toward an all-users pay structure, in which everyone who benefits from the system contributes to maintaining it – from traditional gasoline-fueled vehicles, to new hybrids or electric vehicles, to commercial vehicles.
5. Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects. While the focus of a transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.
6. Strong accountability requirements to protect the taxpayers' investment. Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Local governments are accustomed to employing transparent processes for selecting road maintenance projects aided by pavement management systems, as well as reporting on the expenditure of transportation funds through the State Controller's Local Streets and Roads Annual Report.
7. Provide Consistent Annual Funding Levels. Under current statute, the annual gas tax adjustment by the Board of Equalization is creating extreme

fluctuations in funding levels – a \$900 million drop in this budget year alone. A transportation funding package should contain legislation that will create more consistent revenue projections and allow Caltrans and transportation agencies the certainty they need for longer term planning.

PASSED, APPROVED, AND ADOPTED this 12th day of August, 2015.

Ben Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.8
CONSENT CALENDAR
Meeting Date: August 12, 2015

TO: Mayor and City Council Members

FROM: Matthew Bassi, Planning Director

SUBJECT: Assignment and Assumption Agreement for Lennar Homes Joint Community Facilities Agreement for Tract No. 32525 (North Ranch)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to sign the Assignment and Assumption Agreement.

BACKGROUND:

On September 11, 2013, the City entered in a Development Agreement with CV Communities, LLC, for Tract Map No. 32535 (see vicinity map below). As part of that Development Agreement, the City also entered into a Joint Community Facilities Agreement (JCFA) with the Lake Elsinore Unified School District (District) and CV Communities, LLC. Pursuant to the JCFA, the District established its Community Facilities District No. 2013-2 which encompasses the property subject to the Development Agreement.

Vicinity/Location Map



CV Communities, LLC sold the property within the District's CFD No. 2013-2 to Lennar Homes. In connection with that transfer, CV Communities, LLC would like to assign the JCFA with the District and the City relating to CFD No. 2013-2 to Lennar Homes through the attached Assignment and Assumption Agreement relating to the JCFA (Attachment A).

FISCAL IMPACTS:

None

Submitted by:
Matthew Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Assignment and Assumption Agreement

ATTACHMENT A

Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION OF JOINT COMMUNITY FACILITIES AGREEMENT

This Assignment and Assumption of Joint Community Facilities Agreement ("**Assignment**") is made this _____ day of _____, 2015, by CV INLAND INVESTMENTS 1, LP, a Delaware limited partnership ("**Assignor**") and LENNAR HOMES OF CALIFORNIA, INC., a California corporation ("**Assignee**") with reference to the following facts:

A. Assignor was the owner of that certain real property, described as Riverside County Tract Map No. 32535 (the "**Property**").

B. Assignor executed a Grant Deed dated December 9, 2013 and recorded in the Official Records of the County of Riverside on January 14, 2014 as Document No. 2014-0014676, pursuant to which Assignor conveyed the Property to Assignee ("**Grant Deed**").

C. Assignor is a party to that certain Joint Community Facilities Agreement ("**City JCFA**"), dated as of November 8, 2013, between Assignor, the Lake Elsinore Unified School District (the "**School District**"), and the City of Wildomar (the "**City**").

D. Following the execution of the Grant Deed, Assignor previously assigned, and the Assignee previously assumed, the City JCFA as of December 9, 2013 (the "**Prior Assignment**"), but did not provide such assignment in the form required by the City JCFA. By the execution of this Assignment, the Prior Assignment shall be deemed ratified as of December 9, 2013.

E. Assignor desires to assign and Assignee desires to assume all of Assignor's rights, duties and obligations under the City JCFA in a format required by the City JCFA.

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein, and for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The Recitals of fact set forth above are true and correct and are incorporated into this Assignment in their entirety by this reference.

2. **Assignment and Assumption.** Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby expressly and unconditionally assumes all the rights, duties and obligations of Assignor under the City JCFA. Assignee agrees to observe and fully perform all of Assignor's obligations under the City JCFA, and to be subject to all the terms and conditions thereof, it being the express intention of both Assignor and Assignee that, upon execution of this Assignment but as of December 9, 2013, Assignee shall be substituted for Assignor as the "Property Owner" under the City JCFA.

3. **Release of Assignor.** The School District and the City have executed this Assignment. By virtue of such execution, and pursuant to section 4.3 of the City JCFA, the City and School District shall be deemed to have provided "prior written consent" to the Assignment. Consequently, pursuant to Section 4.3 of the City JCFA, following the execution of this Assignment by the Assignor, the Assignor shall be free from any and all liabilities accruing on or after December 9, 2013 with respect to the City JCFA. No breach or default under this Assignment or the City JCFA by Assignee shall be attributed to Assignor.

4. **Governing Law.** This Assignment is made and entered into in the State of California and shall be interpreted, construed and enforced in accordance with the laws of the State of California. Venue shall be in Riverside County.

5. **Binding Effect.** This Assignment shall apply to, bind, and inure to benefit of Assignor and Assignee, and their respective heirs, legal representatives, successors and assigns.

6. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.

“ASSIGNOR”

CV INLAND INVESTMENTS 1, LP,
A Delaware limited partnership

By: Lennar Homes of California, Inc.,
A California corporation,
Its General Partner

By: _____

Name: _____

Its: _____

“ASSIGNEE”

Lennar Homes of California, Inc.,
A California corporation

By: _____

Name: _____

Its: _____

[continued]

Pursuant to Section 4.3 of the City JCFA, the Lake Elsinore Unified School District hereby consents to the foregoing Assignment and acknowledges that Assignor, having satisfied the conditions applicable to the release of a transferring Property Owner (as defined in the City JCFA) as set forth in Section 4.3 of the City JCFA, shall be released from its obligations under the City JCFA effective as of December 9, 2013, and that from and after that date, the Lake Elsinore Unified School District shall look to the Assignee for compliance with the terms thereof applicable to the Property Owner.

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

[continued]

Pursuant to Section 4.3 of the City JCFA, the City of Wildomar hereby consents to the foregoing Assignment and acknowledges that Assignor, having satisfied the conditions applicable to the release of a transferring Property Owner (as defined in the City JCFA) as set forth in Section 4.3 of the City JCFA, shall be released from its obligations under the City JCFA effective as of December 9, 2013, and that from and after that date, the City of Wildomar shall look to the Assignee for compliance with the terms thereof applicable to the Property Owner.

CITY OF WILDOMAR

BY: _____

NAME: Gary Nordquist

TITLE: City Manager

APPROVED AS TO FORM:

City Attorney

By: Thomas D. Jex

ATTEST:

City Clerk

By: Debbie A. Lee, CMC

LEGAL DESCRIPTION OF PROPERTY

TRACT NO. 32535 PROPERTY

BEING A SUBDIVISION OF PARCELS 1 AND 3, ALONG WITH A PORTION OF PARCEL 4, OF PARCEL MAP 6430, AS FILED IN BOOK 18, PAGE 7; PARCELS 3 AND 4, ALONG WITH LETTERED LOTS D AND E, OF PARCEL MAP 9084, AS FILED IN BOOK 40, PAGE 25; PARCEL 1 OF PARCEL MAP 6387, AS FILED IN BOOK 18, PAGE 68; A PORTION OF PARCEL 3 OF PARCEL MAP 10259, AS FILED IN BOOK 47, PAGE 60; PARCEL 3 AND LOT C OF PARCEL MAP 9253, AS FILED IN BOOK 48, PAGE 41, ALL OF PARCEL MAPS.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.9
CONSENT CALENDAR
Meeting Date: August 12, 2015

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Annexation No. 2 into Community Facilities District (CFD) No. 2013-1 (Services) for Morales Enterprises, LLC (PM 16803)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____

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), ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 2) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

BACKGROUND:

On December 11, 2013 the City Council approved Resolution No. 2013-48 establishing Community Facilities District No. 2013-1 (Services) of the City of Wildomar (the "CFD No. 2013-1" or "District") for the purpose of levying 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, Morales Enterprises LLC, property owner of one commercial tract within the City (PM 16803) has requested that the City assist them in annexing territory into CFD No. 2013-1 (Services) to cover the costs associated with the maintenance of public improvements. The improvements proposed to be maintained include items such as landscaping and lighting, water quality improvements, graffiti, street sweeping, and trails and park maintenance.

CFD 2013-1 (Services) also includes a special tax to provide for financing of police and fire protection services as a result of the new developments that annex into the CFD. However, since this proposed Annexation No. 2 is entirely non-residential, it will not be subject to that special tax.

The landowner has advised the City that it desires the area described in Exhibit C of the Resolution of Intention to be annexed into CFD No. 2013-1 and that a

rate and method of apportionment of the special taxes to be levied therein be established.

The area proposed within Annexation No. 2 will encompass 3 commercial parcels, with a maximum annual tax of \$51.41 per year, per acre. The tract proposed to be annexed into CFD No. 2013-1 will be included in Tax Zone 4 consisting of Parcel Map No. 16803. The tax rate is proposed to escalate each year at the greater of Consumer Price Index (CPI) or 2%. Moralez Enterprises have agreed to the annexation into the CFD and submitted an amended "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 the conduct of the election.

The next step to annex the property to CFD No. 2013-1 is to publish a notification of the proposed annexation along with the "Resolution of Intention" and Boundary Maps of the proposed Annexation area. A public hearing on the matter will take place on October 14, 2015, and at that time the Council will formally consider approval of Annexation No. 2.

FISCAL IMPACT

The projected levy for FY 2015-16 is \$191.00 for the first year of services.

Submitted by:
Dan York
Assistant City Manager
Public Works Director/City Engineer

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- 1) Resolution of Intention 2015-____
 - a) Description of Territory
 - b) Description of Authorized Services
 - c) Rate and Method of Apportionment
 - d) Annexation Boundary Map
 - e) Signed Petition, Waiver and Consent for Annexation
 - f) Notice of Public Hearing
 - g) Sample Ballot

RESOLUTION NO. 2015 - _____

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 TO BE PROPOSED TO BE ANNEXED (ANNEXATION NO. 2) AND AUTHORIZING THE LEVY OF A SPECIAL TAXES THEREIN

WHEREAS, on December 11, 2013, the City Council (the "City Council") of the City of Wildomar (the "City") approved Resolution No. 2013-48 establishing Community Facilities District No. 2013-1 (Services) of the City of Wildomar, County of Riverside, State of California (the "CFD No. 2013-1") 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 of PM 16803 to initiate and conduct proceedings pursuant to the Mello-Roos Community Facilities District Act of 1982 (the "Act"), to annex PM 16803 into CFD 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 more particularly in Exhibits A and D be annexed into the boundaries of CFD No. 2013-1, and that a rate and method of apportionment of the 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 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 to the Community Facilities District.

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 "Annexation Map No. 2, 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 "incidental 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 incidental 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 his 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, October 14, 2015, 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, October 14, 2015, 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 12th day of August, 2015.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

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. 2 is currently comprised of three (3) parcels, located within the city boundaries. The properties are identified by the following Riverside County Assessor's Parcel Number (APN).

APN	Tract Number	Owner Name
366-210-052	PM 16803	Moralez Enterprises, LLC
366-210-053	PM 16803	Moralez Enterprises, LLC
366-210-054	PM 16803	Moralez Enterprises, LLC

EXHIBIT B

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

**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 2015-2016. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2013-1.

**TAX ZONE 4 – Annexation 2
Tract No. PM 16803**

Item	Description	Estimated Cost
1	Landscape and Lighting Maintenance	\$564
2	Administration and Reserves Costs	\$85
Total		\$649

Safety Services – Tax Zone 4 consists of only non-residential parcels and therefore will not be subject to the cost of providing police and fire protection services funded by Special Tax B.

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 / Unit	\$244.00 / Unit	CV Communities LLC
Original	2	31479	2014-15	\$346.00 / Unit	\$244.00 / Unit	Rancon Equity Partners III
1	3	25122/ 32078	2015-16	\$346.00 / Unit	\$244.00 / Unit	Rancho Fortunado Inv, LLC
2	4	PM 16803	2015-16	\$175.03 / Acre	N/A	Moralez Enterprises, LLC

ESCALATION OF MAXIMUM SPECIAL TAXES

Maximum Special Tax A - On each July 1, the Maximum Special Tax A 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.

Maximum Special Tax B - On each July 1, commencing on July 1, 2015 the Maximum Special Tax B 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.

EXHIBIT D

PROPOSED ANNEXATION BOUNDARY MAP NO. 2

ANNEXATION MAP NO. 2

COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

CITY OF WILDOMAR

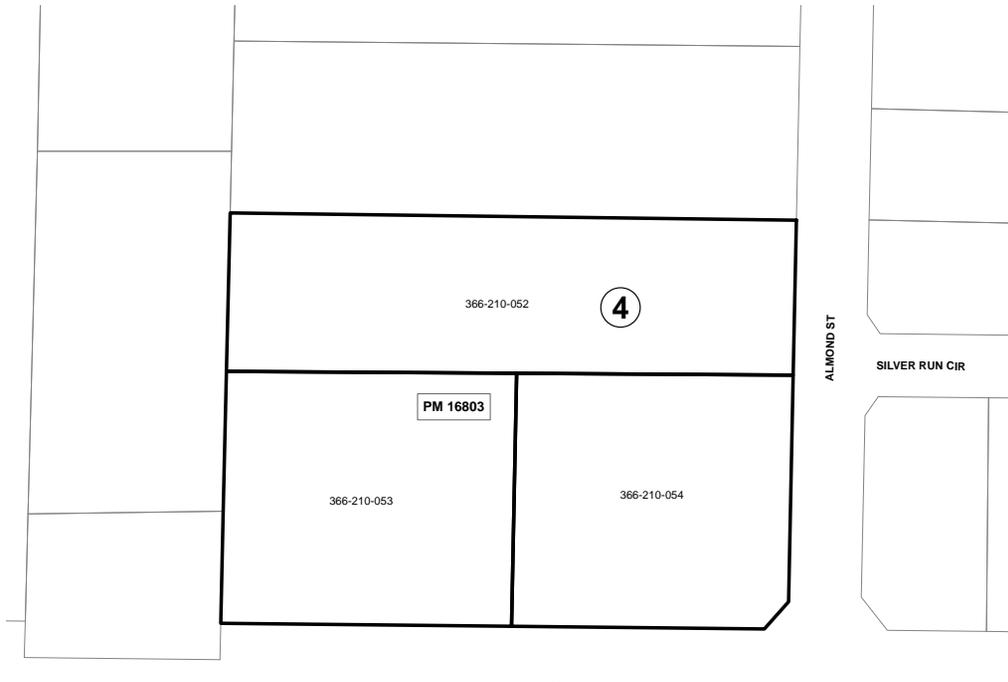
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

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



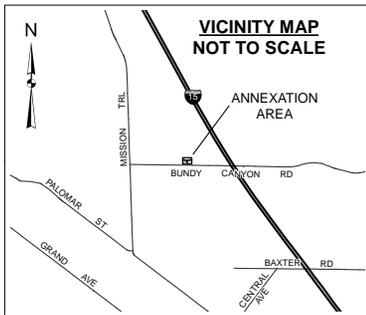
FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS ____ DAY OF _____, 20__.

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.

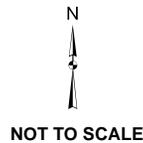
FEE: _____ NO.: _____
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY



LEGEND

- CFD BOUNDARY
- PARCEL LINE
- TAX ZONE
- ASSESSOR PARCEL NUMBER



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 2015-16.

76
68

BOUNDARIES - POTENTIAL ANNEXATION AREA

COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

CITY OF WILDOMAR

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES), 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 12th DAY OF Feb., 2014, BY ITS RESOLUTION NO. 2014-07.

Shirley A. Lee
CITY CLERK
CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 12th DAY OF Feb., 2014

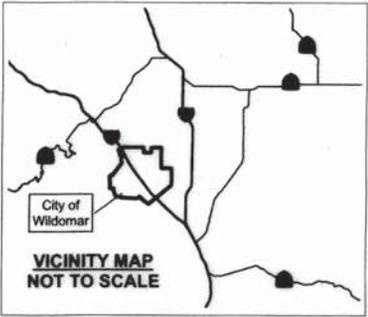
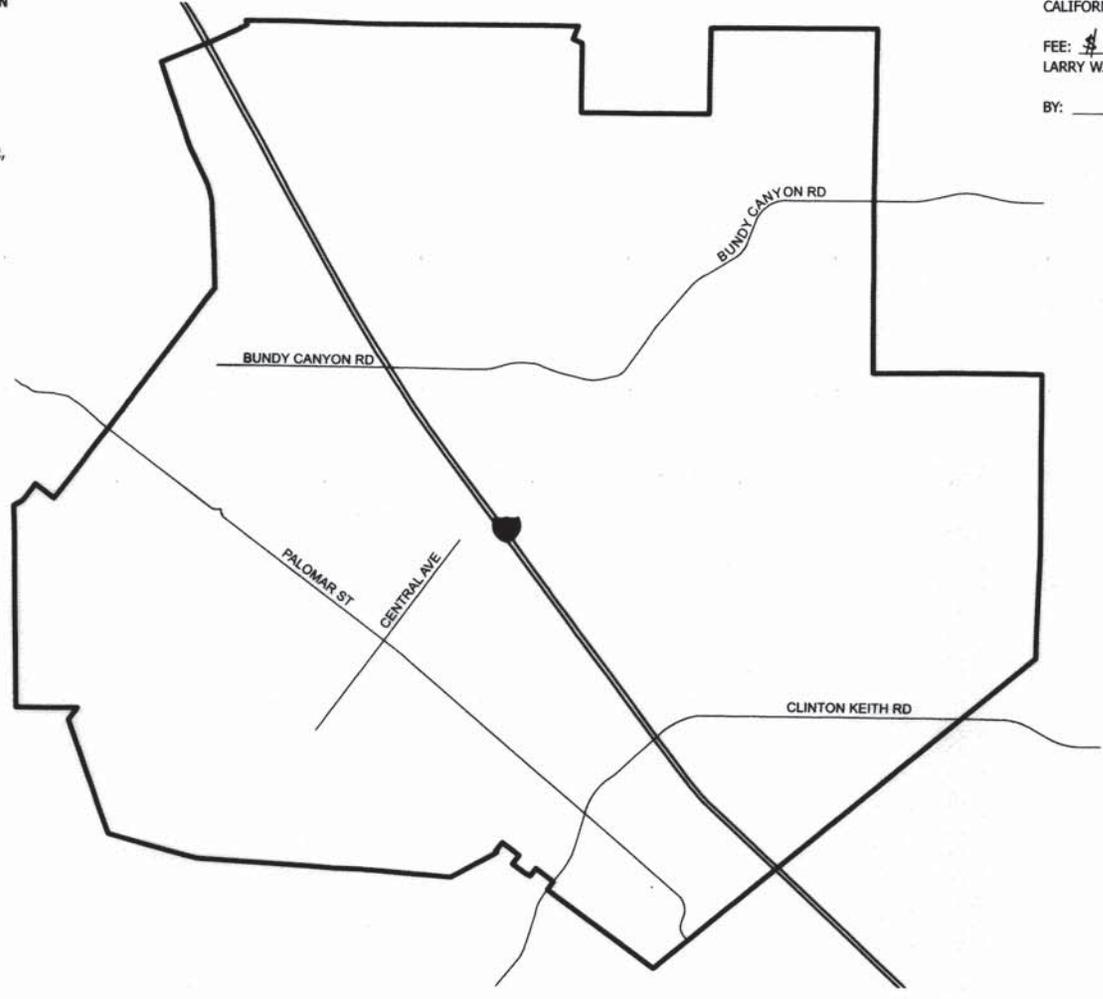
Shirley A. Lee
CITY CLERK
CITY OF WILDOMAR

RECORDED THIS 18th DAY OF FEBRUARY, 2014
AT THE HOUR OF 1:19 O'CLOCK P.M IN BOOK 76
PAGE 68 OF MAPS OF ASSESSMENT AND COMMUNITY
FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY
RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA.

FEE: \$10.00 NO.: 2014-0062326
LARRY W. WARD, ASSESSOR, COUNTY CLERK, RECORDER

BY: M. Tabern
DEPUTY

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



LEGEND
—— ANNEXATION AREA BOUNDARY



N
↑
NOT TO SCALE
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.

20 15 IN WITNESS WHEREOF, I hereunto set my hand this 28th day of April.

[NAME OF LANDOWNER]

Moralez Enterprises, LLC

By: [Signature]
Name: Paul Moralez
Title: Sole Member

OWNER'S PROPERTY:

TRACT MAP OR PARCEL MAP NO. 16803
or PROJECT NO. 09-0265

OWNER'S MAILING ADDRESS:

Paul & Vicki Moralez
33801 Washington Street
Winchester, CA 92596

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

EXHIBIT F

NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX
TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT**

NOTICE IS HEREBY GIVEN that the City Council of the City of Wildomar on August 12 2015, adopted its Resolution No. 2015-__, 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, October 14, 2015 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. 2**

(August 12, 2015)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 2 of the Community Facilities District No. 2013-1 (Services) ("CFD No. 2013-1") of the City of Wildomar:

<u>Name of Landowner</u>	<u>Number of Acres Owned</u>	<u>Total Votes</u>
Moralez Enterprises, LLC	3.71	4

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 parcels identified below, which parcels are 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 below is incorrect or if you are no longer one of the owners of these parcels. 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 September 30, 2015, 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 up to 5:00 p.m. on October 14, 2015, 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 meeting on October 14, 2015.

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):
Moralez Enterprises, LLC Attn: Paul Moralez 33801 Washington Street Winchester, CA 92596	366-210-052, 366-210-053, 366-210-054

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 2

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

<u>SPECIAL TAX BALLOT MEASURE</u>	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 12, 2015 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Map No. 2 of Community Facilities District No. 2013-1 (Services) City of Wildomar" to finance certain services as set forth in Section 4 to the Resolution (including incidental 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 _____, 20__.

Moralez Enterprises, LLC
A LLC Corporation

By: Paul Moralez

Signature

Print Name

Title

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.10
CONSENT CALENDAR
Meeting Date: August 12, 2015

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Annexation No. 3 into Community Facilities District No. 2013-1 (Services) for Lennar Homes of California, Inc. (TR 36497)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____

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), ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 3) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

BACKGROUND:

On December 11, 2013 the City Council approved Resolution No. 2013-48 establishing Community Facilities District No. 2013-1 (Services) of the City of Wildomar (the "CFD No. 2013-1" or "District") for the purpose of levying 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, Lennar Homes of California, Inc., property owner of one residential tract within the City (TR 36497) has requested that the City assist them in annexing 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.

CFD 2013-1 (Services) also includes a special tax to provide for financing of police and fire protection services as a result of the new developments that annex into the CFD.

The landowner has advised the City that it desires the area described in Exhibit C of the Resolution of Intention to be annexed into CFD No. 2013-1 and that a

rate and method of apportionment of the special taxes to be levied therein be established.

The area proposed within Annexation No. 3 will encompass 67 residential units in one tract, with a maximum annual tax of \$766.27 per unit, per year. The tract proposed to be annexed into CFD No. 2013-1 will be included in Tax Zone 5 consisting of Tract No. 36497. The proposed total maximum tax rate for Tax Zone 5 is \$766.27 per unit per year. This tax rate includes a Maximum Special Tax A of \$522.27 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 at the greater of Consumer Price Index (CPI) or 2% for Special Tax A or 5% for Special Tax B. Lennar Homes of California have agreed to the annexation into the CFD and submitted an amended "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 the conduct of the election.

The next step to annex the property to CFD No. 2013-1 is to publish a notification of the proposed annexation along with the "Resolution of Intention" and Boundary Maps of the proposed Annexation area. A public hearing on the matter will take place on October 14, 2015, and at that time the Council will formally consider approval of Annexation No. 3.

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, 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 2015-16 is \$34,992.00 for the first year of services for Special Tax A. Once developed, the Special Tax B will generate \$16,348.00 for police and fire protection services.

Submitted by:
Dan York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- 1) Resolution of Intention 2015-_____
 - a) Description of Territory
 - b) Description of Authorized Services
 - c) Rate and Method of Apportionment
 - d) Annexation Boundary Map
 - e) Signed Petition, Waiver and Consent for Annexation
 - f) Notice of Public Hearing
 - g) Sample Ballot

RESOLUTION NO. 2015 - _____

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 TO BE PROPOSED TO BE ANNEXED (ANNEXATION NO. 3) AND AUTHORIZING THE LEVY OF A SPECIAL TAXES THEREIN

WHEREAS, on December 11, 2013, the City Council (the "City Council") of the City of Wildomar (the "City") approved Resolution No. 2013-48 establishing Community Facilities District No. 2013-1 (Services) of the City of Wildomar, County of Riverside, State of California (the "CFD No. 2013-1") 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 of TR 36497 to initiate and conduct proceedings pursuant to the Mello-Roos Community Facilities District Act of 1982 (the "Act"), to annex TR 36497 into CFD 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 landowners have requested that the area described more particularly in Exhibits A and D be annexed into the boundaries of CFD No. 2013-1, and that a rate and method of apportionment of the 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 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 the 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 to the Community Facilities District.

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 B attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Annexation Map No. 3, 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 "incidental 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 incidental 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 his 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, October 14, 2015, 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, October 14, 2015, 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 12th day of August, 2015.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

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. 3 is currently comprised of five (5) parcels, located within the city boundaries. The properties are identified by the following Riverside County Assessor's Parcel Number (APN).

APN	Tract Number	Owner Name
380-280-004	TR 36497	Lennar Homes of California, Inc.
380-280-009	TR 36497	Lennar Homes of California, Inc.
380-280-010	TR 36497	Lennar Homes of California, Inc.
380-280-011	TR 36497	Lennar Homes of California, Inc.
380-280-012	TR 36497	Lennar Homes of California, Inc.

EXHIBIT B

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

**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 2015-2016. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2013-1.

**TAX ZONE 5 – Annexation 3
Tract No. 36497**

Item	Description	Estimated Cost
1	Landscape and Lighting Maintenance	\$9,705
2	Graffiti, Street Sweeping & Pavement Management	\$13,532
3	Parks and Trail Maintenance	\$7,191
4	Administration and Reserves Costs	\$4,564
Total		\$34,992

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 2 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 / Unit	\$244.00 / Unit	CV Communities LLC
Original	2	31479	2014-15	\$346.00 / Unit	\$244.00 / Unit	Rancon Equity Partners III
1	3	25122/ 32078	2015-16	\$346.00 / Unit	\$244.00 / Unit	Rancho Fortunado Inv, LLC
2	4	PM 16803	2015-16	\$175.03 / Acre	N/A	Moralez Enterprises, LLC
3	5	36497	2015-16	\$522.27 / Unit	\$244.00 / Unit	Lennar Homes of California, Inc.

ESCALATION OF MAXIMUM SPECIAL TAXES

Maximum Special Tax A - On each July 1, the Maximum Special Tax A 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.

Maximum Special Tax B - On each July 1, the Maximum Special Tax B 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.

EXHIBIT D

PROPOSED ANNEXATION BOUNDARY MAP NO. 3

ANNEXATION MAP NO. 3

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

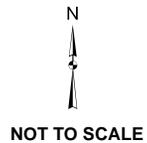
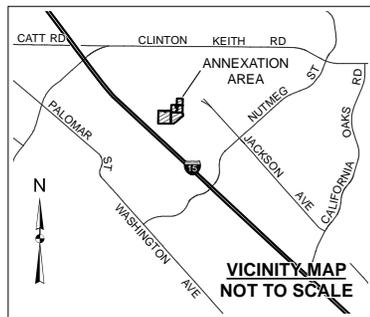
FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR,
THIS ____ DAY OF _____, 20____.

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	
	CFD BOUNDARY
	PARCEL LINE
	TAX ZONE
	ASSESSOR PARCEL NUMBER



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 2015-16.

76
68

BOUNDARIES - POTENTIAL ANNEXATION AREA

COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

CITY OF WILDOMAR

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES), 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 12th DAY OF Feb., 2014, BY ITS RESOLUTION NO. 2014-07.

Shirley A. Lee
CITY CLERK
CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 12th DAY OF Feb., 2014

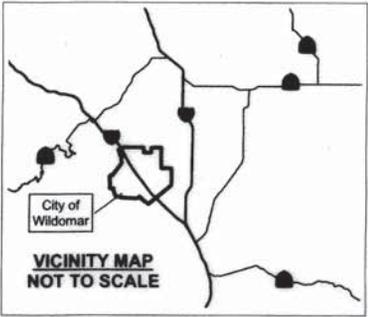
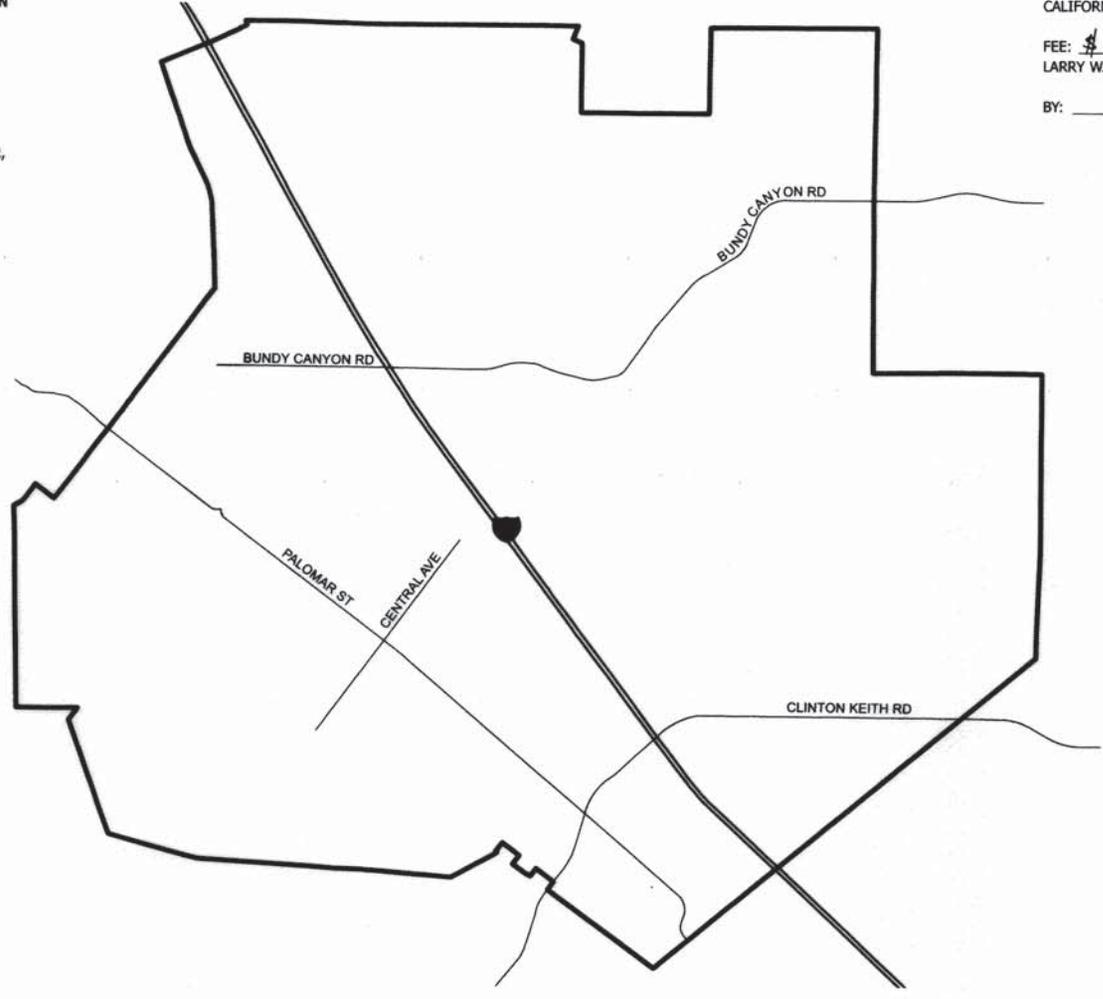
Shirley A. Lee
CITY CLERK
CITY OF WILDOMAR

RECORDED THIS 12th DAY OF FEBRUARY, 2014
AT THE HOUR OF 1:12 O'CLOCK P.M. IN BOOK 76
PAGE 68 OF MAPS OF ASSESSMENT AND COMMUNITY
FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY
RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA.

FEE: \$10.00 NO.: 2014-0062326
LARRY W. WARD, ASSESSOR, COUNTY CLERK, RECORDER

BY: M. Tabern
DEPUTY

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



LEGEND
—— ANNEXATION AREA BOUNDARY



N
↑
NOT TO SCALE
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 ____ day of _____, 20__.

[NAME OF LANDOWNER]
LENNAR HOMES OF CALIFORNIA, INC.

By: 
Name: Jeffrey T. Clemens
Title: Vice President

OWNER'S PROPERTY:

TRACT MAP OR PARCEL MAP NO.
or PROJECT NO. 36497

OWNER'S MAILING ADDRESS:

980 Montecito Ave., Suite 302
Corona, CA 92879

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

EXHIBIT F

NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX
TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT**

NOTICE IS HEREBY GIVEN that the City Council of the City of Wildomar on August 12, 2015, adopted its Resolution No. 2015-___, 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, October 14, 2015 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. 3**

(August 12, 2015)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 3 of the Community Facilities District No. 2013-1 (Services) ("CFD No. 2013-1") of the City of Wildomar:

<u>Name of Landowner</u>	<u>Number of Acres Owned</u>	<u>Total Votes</u>
Lennar Homes of California, Inc.	11.7	12

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 parcels identified below, which parcels are 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 below is incorrect or if you are no longer one of the owners of these parcels. 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 September 30, 2015, 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 up to 5:00 p.m. on October 14, 2015, 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 meeting on October 14, 2015.

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):
Lennar Homes of California, Inc. Attn: Jarne' J. Valdez Lennar Homes of California, Inc. 980 Montecinto Ave, Suite 302 Corona, CA 92879	380-280-004, 380-280-009, 380-280-010, 380-280-011, 380-280-012

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 3

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

<u>SPECIAL TAX BALLOT MEASURE</u>	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 12, 2015 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Map No. 2 of Community Facilities District No. 2013-1 (Services) City of Wildomar" to finance certain services as set forth in Section 4 to the Resolution (including incidental 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 _____, 20__.

Lennar Homes of California, Inc.
A California Corporation

By: Jeffrey T. Clemens, Vice President

Signature

Print Name

Title

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.11
CONSENT CALENDAR
Meeting Date: August 12, 2015

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Annexation No. 4 into Community Facilities District No. 2013-1 (Services) for Rancon Medical and Educational Center, LLC (PM 36492)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____

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), ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 4) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

BACKGROUND:

On December 11, 2013 the City Council approved Resolution No. 2013-48 establishing Community Facilities District No. 2013-1 (Services) of the City of Wildomar (the "CFD No. 2013-1" or "District") for the purpose of levying 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, Rancon Medical and Education Center, LLC, property owner of one commercial parcel with a total project of 25.99 acres (PM 36492) has requested that the City assist them in annexing territory into CFD No. 2013-1 (Services) to cover the costs associated with the maintenance of public improvements. The improvements proposed to be maintained include items such as landscaping and lighting, water quality improvements, graffiti, street sweeping, and trails and park maintenance.

CFD 2013-1 (Services) also includes a special tax to provide for financing of police and fire protection services as a result of the new developments that annex into the CFD. However, since this proposed Annexation No. 4 is entirely non-residential, it will not be subject to that special tax..

The landowner has advised the City that it desires the area described in Exhibit C of the Resolution of Intention to be annexed into CFD No. 2013-1 and that a rate and method of apportionment of the special taxes to be levied therein be established.

The area proposed within Annexation No. 4 will encompass 1 commercial parcel, with a maximum annual tax of \$766.14 per acre, per year. The tract proposed to be annexed into CFD No. 2013-1 will be included in Tax Zone 6 consisting of Parcel Map No. 36492. The tax rate is proposed to escalate each year at the greater of Consumer Price Index (CPI) or 2%. Rancon Medical and Education Center have agreed to the annexation into the CFD and submitted an amended "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 the conduct of the election.

The next step to annex the property to CFD No. 2013-1 is to publish a notification of the proposed annexation along with the "Resolution of Intention" and Boundary Maps of the proposed Annexation area. A public hearing on the matter will take place on October 14, 2015, and at that time the Council will formally consider approval of Annexation No. 4.

FISCAL IMPACT

The projected levy for FY 2015-16 is \$19,912.00 for the first year of services.

Submitted by:
Dan York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- 1) Resolution of Intention 2015-____
 - a) Description of Territory
 - b) Description of Authorized Services
 - c) Rate and Method of Apportionment
 - d) Annexation Boundary Map
 - e) Signed Petition, Waiver and Consent for Annexation
 - f) Notice of Public Hearing
 - g) Sample Ballot

RESOLUTION NO. 2015 - _____

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 TO BE PROPOSED TO BE ANNEXED (ANNEXATION NO. 4) AND AUTHORIZING THE LEVY OF A SPECIAL TAXES THEREIN

WHEREAS, on December 11, 2013, the City Council (the "City Council") of the City of Wildomar (the "City") approved Resolution No. 2013-48 establishing Community Facilities District No. 2013-1 (Services) of the City of Wildomar, County of Riverside, State of California (the "CFD No. 2013-1") 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 of PM 36492 to initiate and conduct proceedings pursuant to the Mello-Roos Community Facilities District Act of 1982 (the "Act"), to annex PM 36492 into CFD 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 more particularly in Exhibits A and D be annexed into the boundaries of CFD No. 2013-1, and that a rate and method of apportionment of the 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 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 to the Community Facilities District.

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 "Annexation Map No. 4, 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 "incidental 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 incidental 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 his 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, October 14, 2015, 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, October 14, 2015, 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 12th day of August, 2015.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

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. 4 is currently comprised of one (1) parcel, located within the city boundaries. The properties are identified by the following Riverside County Assessor's Parcel Number (APN).

APN	Tract Number	Owner Name
380-250-022	PM 36492	Rancon Medical and Education Center, LLC

EXHIBIT B

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

**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 2015-2016. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2013-1.

**TAX ZONE 6 – Annexation 4
Tract No. 36497**

Item	Description	Estimated Cost
1	Landscape and Lighting Maintenance	\$8,490
2	Street Sweeping	\$49
2	Drainage Maintenance	\$8,776
3	Administration and Reserves Costs	\$2,597
Total		\$19,912

Safety Services – Tax Zone 6 consists of only non-residential parcels and therefore will not be subject to the cost of providing police and fire protection services funded by Special Tax B.

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 / Unit	\$244.00 / Unit	CV Communities LLC
Original	2	31479	2014-15	\$346.00 / Unit	\$244.00 / Unit	Rancon Equity Partners III
1	3	25122/ 32078	2015-16	\$346.00 / Unit	\$244.00 / Unit	Rancho Fortunado Inv, LLC
2	4	PM 16803	2015-16	\$175.03 / Acre	N/A	Moralez Enterprises, LLC
3	5	36497	2015-16	\$522.27 / Unit	\$244.00 / Unit	Lennar Homes of California, Inc.
4	6	PM 36492	2015-16	\$766.14 / Acre	N/A	Rancon Medical and Education Center, LLC

ESCALATION OF MAXIMUM SPECIAL TAXES

Maximum Special Tax A - On each July 1, the Maximum Special Tax A 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.

Maximum Special Tax B - On each July 1, the Maximum Special Tax B 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.

EXHIBIT D

PROPOSED ANNEXATION BOUNDARY MAP NO. 4

ANNEXATION MAP NO. 4

COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) CITY OF WILDOMAR

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

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



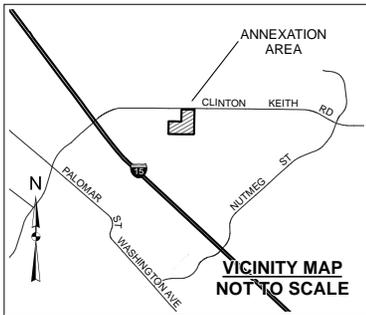
FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR,
THIS ____ DAY OF _____, 20____.

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

- CFD BOUNDARY
- PARCEL LINE
- TAX ZONE
- ASSESSOR PARCEL NUMBER

N
↑
NOT TO SCALE



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 2015-16.

76
68

BOUNDARIES - POTENTIAL ANNEXATION AREA

COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

CITY OF WILDOMAR

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES), 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 12th DAY OF Feb., 2014, BY ITS RESOLUTION NO. 2014-07.

Shirley A. Lee
CITY CLERK
CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 12th DAY OF Feb., 2014

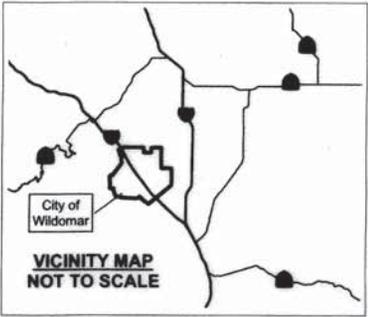
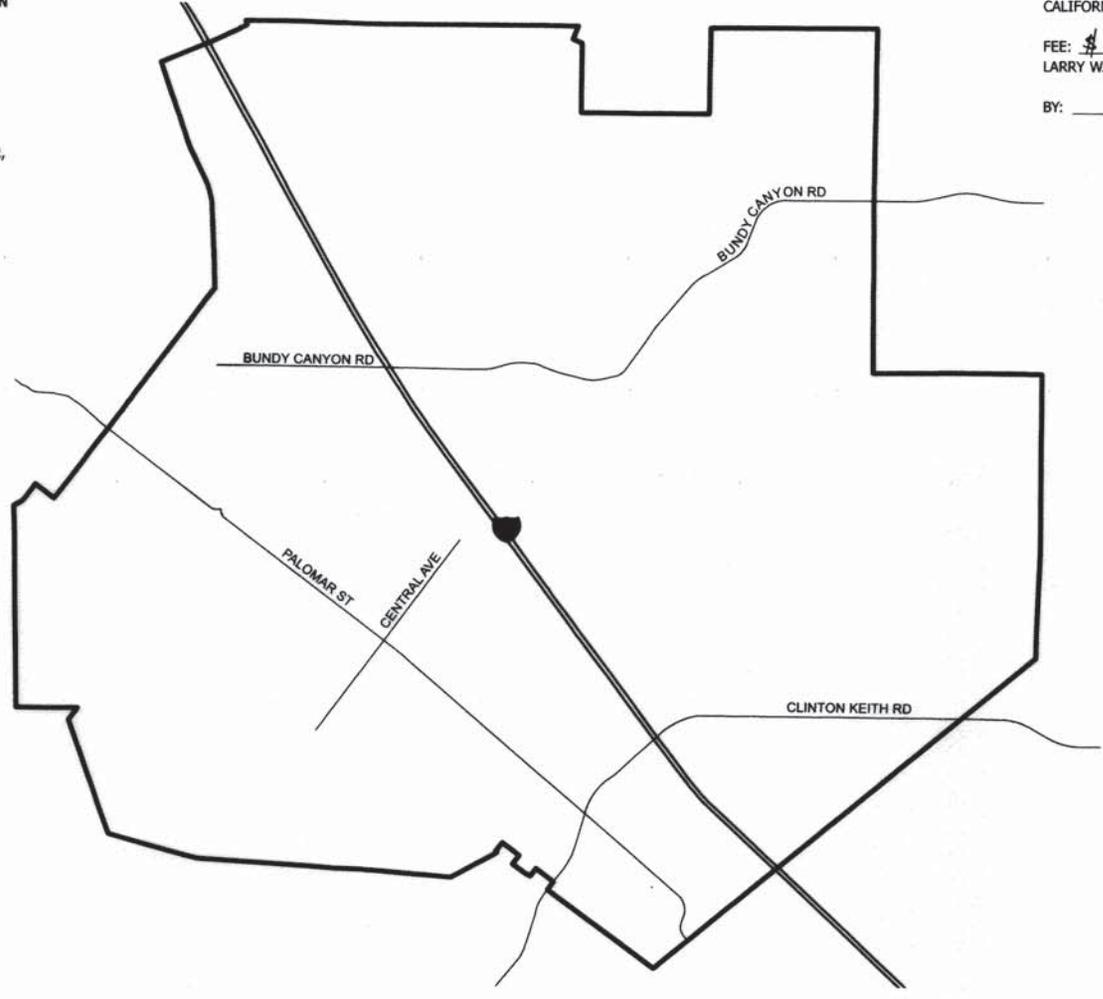
Shirley A. Lee
CITY CLERK
CITY OF WILDOMAR

RECORDED THIS 12th DAY OF FEBRUARY, 2014
AT THE HOUR OF 1:12 O'CLOCK P.M. IN BOOK 76
PAGE 68 OF MAPS OF ASSESSMENT AND COMMUNITY
FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY
RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA.

FEE: \$10.00 NO.: 2014-0062326
LARRY W. WARD, ASSESSOR, COUNTY CLERK, RECORDER

BY: M. Tabern
DEPUTY

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



LEGEND
—— ANNEXATION AREA BOUNDARY



NOT TO SCALE
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.

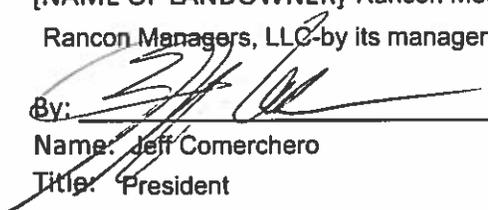
5. Pursuant to Sections 53326(a) and 53327(b) of the Act, the undersigned expressly waives all applicable waiting periods for the election and waives the requirement for analysis and arguments relating to the special election, and consents to not having such materials provided to the landowner in the 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 ____ day of _____, 20__.

[NAME OF LANDOWNER] Rancon Medical & Education Center, LLC
Rancon Managers, LLC-by its manager Pacwest Group, Inc.

By: 
Name: Jeff Comerchero
Title: President

OWNER'S PROPERTY:

TRACT MAP OR PARCEL MAP NO.
or PROJECT NO. Parcel Map No. 36492

OWNER'S MAILING ADDRESS:

41391 Kalmia Street, Ste 200
Murrieta, CA 92562

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

EXHIBIT F

NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX
TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT**

NOTICE IS HEREBY GIVEN that the City Council of the City of Wildomar on August 12, 2015, adopted its Resolution No. 2015-___, 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, October 14, 2015 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. 4**

(August 12, 2015)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 4 of the Community Facilities District No. 2013-1 (Services) ("CFD No. 2013-1") of the City of Wildomar:

<u>Name of Landowner</u>	<u>Number of Acres Owned</u>	<u>Total Votes</u>
Rancon Medical and Education Center, LLC	25.99	26

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 parcels identified below, which parcels are 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 below is incorrect or if you are no longer one of the owners of these parcels. 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 September 30, 2015, 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 up to 5:00 p.m. on October 14, 2015, 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 meeting on October 14, 2015.

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):
Rancon Medical and Education Center, LLC Attn: Will Stout 41391 Kalmia Street, Ste 200 Murrieta, CA 92562	380-250-022

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 4

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

<u>SPECIAL TAX BALLOT MEASURE</u>	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 12, 2015 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Map No. 4 of Community Facilities District No. 2013-1 (Services) City of Wildomar" to finance certain services as set forth in Section 4 to the Resolution (including incidental 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 _____, 20__.

Rancon Medical and Education Center, LLC. - Rancon
Managers, LLC
A California Limited Liability Company

By: its manager Pacwest Group, Inc.
By: Jeff Comerchero, President

Signature

Print Name

Title

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.12
CONSENT CALENDAR
Meeting Date: August 12, 2015

TO: Mayor and City Council Members

FROM: Daniel A. York, Assistant City Manager

SUBJECT: Assignment and Assumption Agreements - Tentative Tract Maps 25122 and 32078

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the Agreements and authorize the City Manager to enter into the Assignment and Assumption Agreement for Tentative Tract Maps 25122 and 32078.

DISCUSSION:

Tentative Tract Map 25122, also known as Rancho Fortunado, is an approved 102-lot single family residential subdivision located at the southwest corner of Palomar Street and McVicar Street. The vicinity map in Attachment A illustrates the location of the project site and surrounding area. Tentative Tract Map No. 25122 was approved by the County of Riverside on January 30, 2002 and the Minor Change was approved by the City of Wildomar on January 15, 2014.

Tentative Tract Map 32078, also known as Rancho Fortunado, is an approved single family residential subdivision located at the southeast corner of Palomar Street and Delca Lane. The vicinity map in Attachment B illustrates the location of the project site and surrounding area. Tentative Tract Map No. 32078 was approved by the County of Riverside on April 25, 2006 and the Minor Change was approved by the City of Wildomar on January 15, 2014.

On April 8, 2015, the City Council approved a cooperative agreement between the City, Riverside County Flood Control and Water Conservation District (RCFC), and the previous developer of Tract 25122 and Tract 32078 (Projects) for the construction of specific RCFC facilities within the Projects. The Projects have been purchased by a new developer, Richmond American Homes of Maryland, Inc., a Maryland corporation (Developer) and the City must execute an Assignment and Assumption Agreement for each tract. The Assignment and Assumption Agreements (Agreements) (Attachment 4) are four party agreements between the City, RCFC, the previous developer, and the current Developer. The new Agreements recognize the change in ownership, assigns the rights and obligations of the original developer to the new developer, binds the City

and RCFC to the assignment of the rights and obligations in favor of the new Developer, and amends Section I.21 of the original agreement by revising the language specific to the inspection of the improvements described by the original agreement.

FISCAL IMPACT:

The costs associated with the inspection of City facilities constructed by this development will be reimbursed by the developer through plan check and inspection fees. The maintenance of RCFC facilities, upon acceptance, will be completed by RCFC. The maintenance of any improvements supplemental to RCFC's facilities but not maintained by RCFC and other City facilities constructed as part of this development will be funded by the development's annexation into the Community Facilities District 2013-1 (CFD).

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

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Attachment A – Aerial Image of Tract 25122 and Tract 32078
Attachment B – Rough Grading Title Sheets for Tract 25122 and Tract 32078
Attachment C – Assignment and Assumption Agreement for Tract 25122 (Draft)
Attachment D – Assignment and Assumption Agreement for Tract 32078 (Draft)

ATTACHMENT A



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

ATTACHMENT B

GRADING NOTES

- GENERAL**
- ALL GRADING SHALL CONFORM TO THE 2010 CALIFORNIA BUILDING CODE CHAPTERS 17, 18, AND APPENDIX CHAPTER U AS AMENDED BY RIVERSIDE COUNTY ORDINANCE 457.
 - ALL PROPERTY CORNERS SHALL BE CLEARLY DELINEATED IN THE FIELD PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION/GRADING.
 - ALL WORK UNDER THIS GRADING PERMIT SHALL BE LIMITED TO WORK WITHIN THE PROPERTY LINES. ALL WORK WITHIN THE ROAD RIGHT-OF-WAY WILL REQUIRE SEPARATE PLANS AND A SEPARATE REVIEW/APPROVAL (PERMIT) FROM THE CITY.
 - GRADING SHALL BE DONE UNDER THE SUPERVISION OF A SOILS ENGINEER IN CONFORMANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL UPDATE REPORT PREPARED BY PETRA GEOTECHNICAL AND DATED APRIL 9, 2013.
 - COMPACTED FILL TO SUPPORT ANY STRUCTURES SHALL COMPLY WITH SECTION 1803.5. PROJECTS WITHOUT PRELIMINARY SOILS REPORT SHALL HAVE DETAILED SPECIFICATIONS SATISFYING THE REQUIREMENTS IN SECTION 1803.5 PREPARED BY THE EOR.
 - THE CONTRACTOR SHALL NOTIFY THE BUILDING AND SAFETY DEPARTMENT AT LEAST 24 HOURS IN ADVANCE TO REQUEST FINISH LOT GRADE AND DRAINAGE INSPECTION. THIS INSPECTION MUST BE APPROVED PRIOR TO THE BUILDING PERMIT FINAL INSPECTION FOR EACH LOT.
 - THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT, TWO DAYS BEFORE DIGGING AT 8-1-1.
 - CUT/FILL**
 - MAXIMUM CUT AND FILL SLOPE = 2:1.
 - NO FILL SHALL BE PLACED ON EXISTING GROUND UNTIL THE GROUND HAS BEEN CLEARED OF WEEDS, DEBRIS, TOPSOIL AND OTHER DETRIMENTAL MATERIAL. FILLS SHOULD BE PLACED IN THIN LIFTS (8-INCH MAX OR AS RECOMMENDED IN SOILS REPORT), COMPACTED AND TESTED AS GRADING PROCEEDS UNTIL FINAL GRADES ARE ATTAINED. ALL FILLS ON SLOPES STEEPER THAN 5 TO 1 (H/V) AND A HEIGHT GREATER THAN 5 FEET SHALL BE KEVED AND BENCHED INTO FIRM NATURAL SOIL FOR FULL SUPPORT. THE BENCH UNDER THE TOE MUST BE 10 FEET WIDE MIN.
 - THE SLOPE STABILITY FOR CUT AND FILL SLOPES OVER 30' IN VERTICAL HEIGHT, OR SLOPES STEEPER THAN 2:1 HAVE BEEN VERIFIED WITH A FACTOR OF SAFETY OF AT LEAST 1.5.
 - NO ROCK OR SIMILAR IRREDUCIBLE MATERIAL WITH A MAXIMUM DIMENSION GREATER THAN 12 INCHES SHALL BE BURIED OR PLACED IN FILLS CLOSER THAN 10 FEET TO THE FINISHED GRADE.
 - DRAINAGE AND EROSION CONTROL/DUST CONTROL**
 - DRAINAGE ACROSS THE PROPERTY LINE SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ONSITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY.
 - PROVIDE A SLOPE INTERCEPTOR DRAIN ALONG THE TOP OF CUT SLOPES WHERE THE DRAINAGE PATH IS GREATER THAN 40 FEET TOWARDS THE CUT SLOPE.
 - PROVIDE A 5' WIDE BY 1' HIGH BERM ALONG THE TOP OF ALL FILL SLOPES STEEPER THAN 3:1.
 - THE GROUND IMMEDIATELY ADJACENT TO THE BUILDING FOUNDATION SHALL BE SLOPED AWAY WITH 5% MIN FOR A DISTANCE OF 10 HORIZONTAL FEET. SWALES WITHIN 10 FEET FROM BUILDING SHALL HAVE 2% MINIMUM SLOPE.
 - THE EOR HAS DETERMINED THAT CONSIDERING SITE CONDITIONS INCLUDING THE SOIL AND THE CLIMATE, THE PROPOSED SITE DRAINAGE SLOPES SHALL BE SATISFACTORY AND DO NOT WARRANT THE MORE CONSERVATIVE REQUIREMENTS SPECIFIED BY THE BUILDING CODE.
 - NO OBSTRUCTION OF NATURAL WATER COURSES SHALL BE PERMITTED.
 - DURING ROUGH GRADING OPERATIONS AND PRIOR TO CONSTRUCTION OF PERMANENT DRAINAGE STRUCTURES, TEMPORARY DRAINAGE CONTROL (BEST MANAGEMENT PRACTICES, BMP'S) SHALL BE PROVIDED TO PREVENT PONDING WATER AND DAMAGE TO ADJACENT PROPERTIES.
 - DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS.
 - ALL EXISTING DRAINAGE COURSES ON THE PROJECT SITE MUST CONTINUE TO FUNCTION. PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING GRADING OPERATIONS.
 - FOR SLOPES 3 TO 1 (H/V) OR STEEPER: ALL SLOPES EQUAL TO OR GREATER THAN 3' IN VERTICAL HEIGHT, ARE REQUIRED TO BE PLANTED WITH GRASS OR ROSEA ICE PLANT (OR EQUAL) GROUND COVER AT A MAXIMUM SPACING OF 12' ON CENTER. SLOPES EXCEEDING 15' IN VERTICAL HEIGHT SHALL BE PLANTED WITH APPROVED SHRUBS NOT TO EXCEED 10' ON CENTER, OR TREES SPACED NOT TO EXCEED 20' ON CENTER OR SHRUBS NOT TO EXCEED 10' OR A COMBINATION OF SHRUBS AND TREES NOT TO EXCEED 15' IN ADDITION TO THE GRASS OR GROUND COVER. SLOPES THAT REQUIRE PLANTING SHALL BE PROVIDED WITH AN IN-GROUND IRRIGATION SYSTEM EQUIPPED WITH AN APPROPRIATE BACKFLOW DEVICE PER U.P.C., CHAPTER 10. THE SLOPE PLANTING AND IRRIGATION SYSTEM SHALL BE INSTALLED PRIOR TO PRECISE GRADING FINAL.
 - COMPLETION OF WORK**
 - A REGISTERED CIVIL ENGINEER SHALL PREPARE FINAL COMPACTION/GRADING REPORT AND IT SHALL BE SUBMITTED FOR REVIEW AND APPROVAL. THE REPORT SHALL ALSO PROVIDE BUILDING FOUNDATION DESIGN PARAMETERS INCLUDING ALLOWABLE SOIL PRESSURES, EXPANSION INDEX AND REMEDIAL MEASURES IF E120, WATER SOLUBLE SULFATE CONTENT, CORROSIVITY AND REMEDIAL MEASURES IF NECESSARY.
 - EXCEPT FOR NON-TRACT SINGLE RESIDENTIAL LOT GRADING, THE COMPACTION REPORT SHALL INCLUDE THE SPECIAL INSPECTION VERIFICATIONS LISTED IN TABLE 1704.7 OF 2010 CBC.
 - A REGISTERED CIVIL ENGINEER SHALL SUBMIT TO THE BUILDING AND SAFETY DEPARTMENT WRITTEN CERTIFICATION OF COMPLETION OF GRADING IN ACCORDANCE WITH THE APPROVED GRADING PLAN PRIOR TO REQUESTING INSPECTION AND ISSUANCE OF THE BUILDING PERMIT. CERTIFICATION SHALL INCLUDE LINE GRADE, SURFACE DRAINAGE, ELEVATION, AND LOCATION OF PERMITTED GRADING ON THE LOT.

NOTE
ALL CUT AND FILL SLOPE TRANSITIONS TO BE CONSTRUCTED PER PETRA GEOTECHNICAL REPORT. GEOTECHNICAL REPORT MAP IS INCLUDED ON SHEET 9 OF THIS PLAN SET FOR REFERENCE.

GEOTECHNICAL ENGINEER'S CERTIFICATE

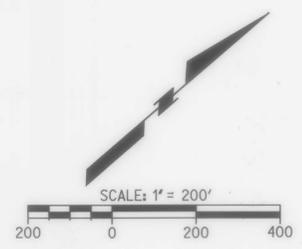
THIS GRADING PLAN HAS BEEN REVIEWED BY THE UNDERSIGNED AND FOUND TO BE IN CONFORMANCE WITH THE RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT PREPARED BY PETRA GEOTECHNICAL, INC., ENTITLED "GEOTECHNICAL UPDATE REPORT, TRACTS 25122 AND 32078 (RANCHO FORTUNADO PROJECTS)" DATED APRIL 9, 2013.



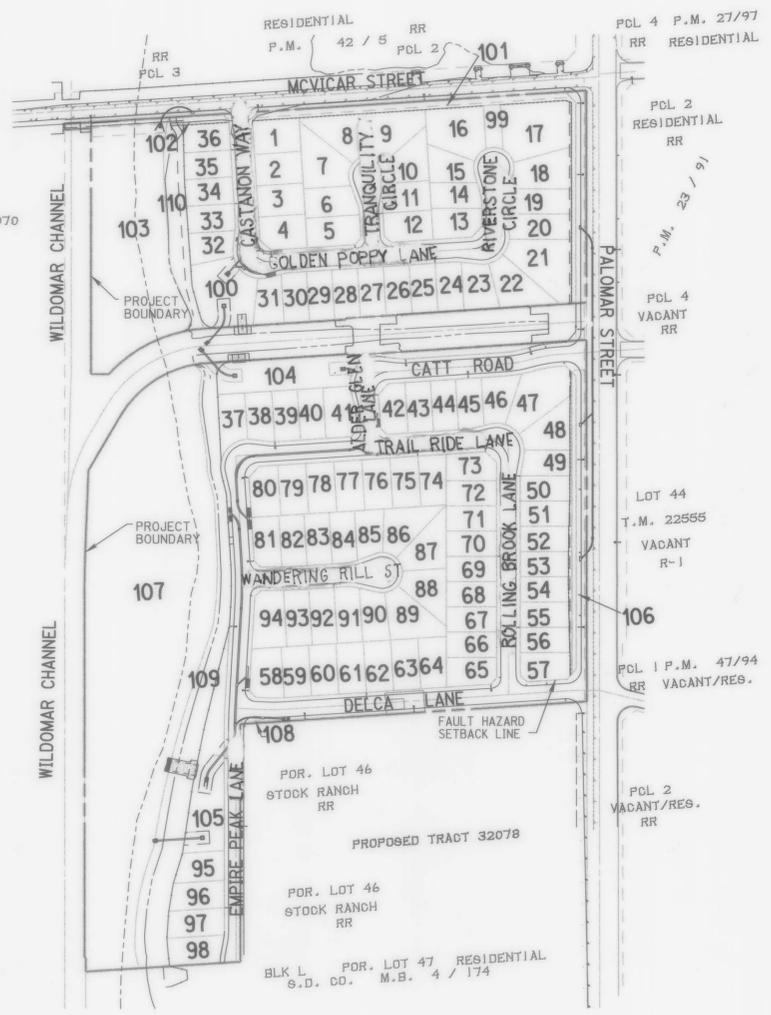
NAME: Brandon R. Walker DATE: 5/15/2014
GE 871

SOIL CORROSIVITY NOTE

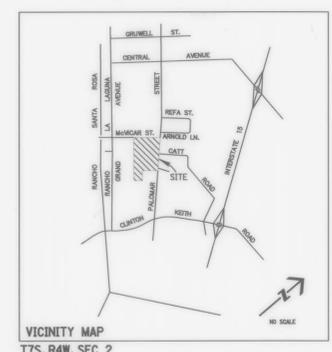
SOIL CORROSIVITY TESTING AND COUNTERMEASURES SHALL BE IMPLEMENTED DURING CONSTRUCTION AS RECOMMENDED IN THE PROJECT'S GEOTECHNICAL REPORT.



IN THE CITY OF WILDOMAR
ROUGH GRADING PLANS
RANCHO FORTUNADO - TRACT 25122
PROJECT NO. 13-0030



INDEX MAP



ENGINEER'S NOTE

THE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY OF DESIGN AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER COUNTY APPROVAL OR DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE ENGINEER FOR CLARIFICATION. THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL.

THE ENGINEER WILL NOT BE PROVIDING INSPECTION SERVICES OR CONSTRUCTION REVIEW. THESE FUNCTIONS ARE THE RESPONSIBILITY OF THE CITY AND/OR THE GENERAL CONTRACTOR. ENGINEER ACCEPTS NO LIABILITY FOR SUCH FUNCTIONS OR WORK THEREOF.

ENGINEER'S NOTE TO CONTRACTOR

ALL CONTRACTORS AND SUB-CONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATION SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUB-CONTRACTORS SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS 'CONSTRUCTION SAFETY ORDERS.' THE ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUB-CONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION FOR THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTION FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE LINES.

DEVELOPER/OWNER SITE SWPPP CONTACT

CV COMMUNITIES 1900 QUAIL STREET NEWPORT BEACH, CA 92660 PHONE: 949-251-8052 CONTACT: ADAM SMITH	CV COMMUNITIES 1900 QUAIL STREET NEWPORT BEACH, CA 92660 PHONE: 949-251-8052 CELL: 909-376-5522 CONTACT: RYAN THOMAS
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ENGINEER SOILS ENGINEER

RICK ENGINEERING COMPANY 1770 IOWA AVE, SUITE 100 RIVERSIDE, CA 92507 PHONE: (951) 782-0707 FAX: (951) 782-0723 CONTACT: RICHARD O'NEILL	PETRA GEOTECHNICAL INC. 40880-R COUNTY CENTER DRIVE TEMECULA, CA 92591 PHONE: (951) 600-9271 FAX: (951) 719-1499
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LEGAL DESCRIPTION

PARCELS 1, 2, 3, AND 4 OF PARCEL MAP 8275 RECORDED IN PARCEL MAP BOOK 38, PAGES 58 AND 59.
ALSO LOT 45 OF BLOCK K OF MB 4/174 SAN DIEGO MAP OF BLOCKS K, L, AND M RANCHO LA LAGUNA.

GRADING TOLERANCE NOTE

GRADING SHALL BE DONE WITH A TOLERANCE OF 0.1 FOOT OF THE GRADES AND ELEVATIONS SHOWN ON THESE PLANS AND ALL SLOPES SHALL BE CONSTRUCTED WITH 0.5 FOOT OF THE LOCATION SHOWN ON THESE PLANS. IN NO WAY DO THE ABOVE TOLERANCES RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PROVIDING A FINISHED SURFACE THAT WILL NOT POND.

ESTIMATES GRADING QUANTITIES

1. ESTIMATED GRADING QUANTITIES SHOWN HEREON ARE FOR PERMIT PURPOSES ONLY AND ARE NOT TO BE USED FOR FINAL PAY QUANTITIES.

ESTIMATED EXCAVATION:	98,713 C.Y.
ESTIMATED EMBANKMENT:	211,866 C.Y.
NET:	113,153 C.Y. FILL
DISTURBED AREA:	41.7 ACRES

NOTE: EARTHWORK QUANTITIES SHOWN ABOVE INCLUDE EARTHWORK FOR THIS PROJECT'S CHANNEL PLANS (RCFC&WCD DRAWING #7-425)

NOTE: IMPORTED FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER AND CITY OF WILDOMAR BEFORE COMMENCEMENT OF IMPORT OPERATIONS.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE CENTERLINE OF PALOMAR STREET PER PM 38/58-59 SHOWN AS N49°19'27"W.

TOPOGRAPHY

TOPOGRAPHY WAS PREPARED BY RICK ENGINEERING COMPANY

SHEET INDEX

SHEET NO.	DESCRIPTION
2	INDEX MAP AND DETAIL SHEET SECTIONS AND DETAILS SHEET
3	ROUGH GRADING PLAN SHEETS
4-7	EROSION CONTROL SHEET
8	EROSION CONTROL SHEET
9	GEOTECHNICAL MAP

<p>Know what's Below. Call before you dig.</p>	<p>NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.</p> <p>The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after city acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the city.</p>	<p>REC 08/15/14 REVISED STREET NAMES TO COUNTY APPROVED NAMES <u>LP</u> 8-27-14</p>	<p>CITY OF WILDOMAR ACCEPTED BY: <u>[Signature]</u> Date: 5/15/14 DANIEL AWORK, CITY ENGINEER, PE 43212 ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES</p>	<p>SEAL-ENGINEER: </p> <p>PREPARED UNDER THE DIRECTION OF: <u>[Signature]</u> RICHARD CARL O'NEILL R.C.E. No. 63285 REGISTRATION EXPIRES 6-30-14</p>	<p>BENCHMARK: RIVERSIDE COUNTY BM T-59-81 ELEV. 1215.667 DATUM NGVD 1929</p> <p>FROM THE INT. OF PALOMAR AND CLINTON KEITH RD. 1 MILE NW OF THE INT. ON THE NE END OF CONC. BOX CULVERT HEADWALL 18.7' NE OF CL. OF PALOMAR ST. 81' N OF PP 8X11524E, 81' NW OF PP 8X743563</p> <p>SCALE: 1" = 200' V: N/A</p>	<p>TRACT 25122 CITY PROJECT # 13-0030 SHEET No. 1</p> <p>CITY OF WILDOMAR RANCHO FORTUNADO GRADING PLAN TITLE SHEET</p> <p>OF 9 SHTS</p>
<p>MARK BY DATE ENGINEER REVISIONS APPR. DATE CITY</p>		<p>Call at least 2 working days prior to excavating.</p>		<p>PL 146521652r.gd01.dgn</p>		<p>PL 146521652r.gd01.dgn</p>

ROUGH GRADING PLAN TRACT NO. 32078

CITY OF WILDOMAR, CALIFORNIA

PROJECT NO. 13-0031

TRACT 31353
APN 380-003 THROUGH 007
380-080-010 AND 011

GRADING NOTES

GENERAL

1. ALL GRADING SHALL CONFORM TO THE UNIFORM BUILDING CODE CHAPTERS 17, 18 & APPENDIX CHAPTER-J, AS AMENDED BY ORDINANCE 457.
2. ALL PROPERTY CORNERS SHALL BE CLEARLY DELINEATED IN THE FIELD PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION/GRADING.
3. ALL WORK UNDER THIS GRADING PERMIT SHALL BE LIMITED TO WORK WITHIN THE PROPERTY LINES. ALL WORK WITHIN THE RIGHT-OF-WAY WILL REQUIRE SEPARATE PLANS AND SEPARATE REVIEW/APPROVAL (PERMIT) FROM THE CITY OF WILDOMAR PUBLIC WORKS.
4. ALL GRADING MORE THAN 5000 CY SHALL BE DONE UNDER THE SUPERVISION OF A SOILS ENGINEER IN CONFORMANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL UPDATE REPORT PREPARED BY PETRA GEOTECHNICAL AND DATED APRIL 9, 2013. TWO SETS OF FINAL COMPACTION REPORTS SHALL BE SUBMITTED TO THE BUILDING AND SAFETY DEPARTMENT AND SHALL INCLUDE FOUNDATION DESIGN RECOMMENDATIONS AND CERTIFICATIONS THAT GRADING HAS BEEN COMPLETED IN CONFORMANCE WITH THE RECOMMENDATIONS OF THE SITE INVESTIGATIONS REPORT.
5. THE CONTRACTOR SHALL NOTIFY THE BUILDING AND SAFETY DEPARTMENT AT LEAST 24 HOURS IN ADVANCE TO REQUEST FINISH LOT GRADE AND DRAINAGE INSPECTION. THIS INSPECTION MUST BE APPROVED PRIOR TO BUILDING PERMIT FINAL INSPECTION FOR EACH LOT.
6. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT, TWO DAYS BEFORE DIGGING AT 1-800-227-2600.

CUT/FILL

7. MAXIMUM CUT AND FILL SLOPE = 2:1.
8. NO FILL SHALL BE PLACED ON EXISTING GROUND UNTIL THE GROUND HAS BEEN CLEARED OF WEEDS, DEBRIS, TOPSOIL AND OTHER DELETERIOUS MATERIAL. FILLS SHALL BE PLACED IN THIN LIFTS (8 INCH MAX OR AS RECOMMENDED IN SOILS REPORT), COMPACTED AND TESTED AS GRADING PROCESS UNTIL FINAL GRADES ARE ATTAINED. ALL FILL SLOPES STEEPER THAN 5:1 (H/V) AND HEIGHT GREATER THAN 5 FEET SHALL BE KEYED AND BENCHED INTO FIRM NATURAL SOIL FOR FULL SUPPORT. THE BENCH UNDER THE TOE MUST BE 10 FEET WIDE MIN.
9. THE SLOPE STABILITY FOR CUT AND FILL SLOPE OVER 30' IN VERTICAL HEIGHT, OR SLOPES STEEPER THAN 2:1 HAVE BEEN VERIFIED WITH A FACTOR OF SAFETY AT LEAST 1.5.
10. NO ROCK OR SIMILAR IRREDUCIBLE MATERIAL WITH A MAXIMUM DIMENSION GREATER THAN 12 INCHES SHALL BE BURIED OR PLACED IN FILLS CLOSER THAN 10 FEET TO THE FINISHED GRADE.
11. ALL FINAL COMPACTION REPORTS SHALL BE SUBMITTED FOR ALL FILLS OVER 1' DEEP.

DRAINAGE AND EROSION/DUST CONTROL

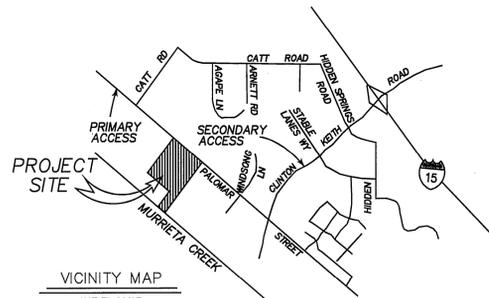
12. PROVIDE A SLOPE INTERCEPTOR DRAIN ALONG THE TOP OF SLOPES WHERE DRAINAGE PATH IS GREATER THAN 40 FEET TOWARDS THE CUT SLOPE.
13. PROVIDE 5' WIDE BY 1' HIGH BERM ALONG THE TOP OF ALL FILL SLOPES STEEPER THAN 3:1.
14. MINIMUM BUILDING PAD DRAINAGE GRADIENT SHALL BE = 1% IF CUT OR FILL IS LESS THAN 10', 2% IF CUT OR FILL IS GREATER THAN 10'. DRAINAGE SWALES SHALL BE A MINIMUM OF 0.2' DEEP AND BE CONSTRUCTED A MINIMUM OF 2' FROM THE TOP OF CUT OR FILL SLOPES WITH A MINIMUM GRADIENT OF 1%.
15. NO OBSTRUCTION OF NATURAL WATER COURSES SHALL BE PERMITTED.
16. DURING ROUGH GRADING OPERATIONS AND PRIOR TO CONSTRUCTION OF PERMANENT DRAINAGE STRUCTURES, TEMPORARY DRAINAGE CONTROL (BEST MANAGEMENT PRACTICES, BMP'S) SHALL BE PROVIDED TO PREVENT PONDING WATER AND DAMAGED TO ADJACENT PROPERTIES.
17. DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS.
18. ALL EXISTING DRAINAGE COURSES ON THE PROJECT SITE MUST CONTINUE TO FUNCTION. PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING GRADING OPERATIONS.
19. FINISH GRADES SHALL SLOPE AWAY FROM ALL EXTERIOR WALLS AT NOT LESS THAN 1/2" PER FOOT FOR A MINIMUM OF 3'.
20. FOR SLOPES 3 TO 1 (H/V) OR STEEPER:

ALL SLOPES EQUAL OR GREATER THAN 3' IN VERTICAL HEIGHT, ARE REQUIRED TO BE PLANTED WITH GRASS OR ROSEA ICE PLANT (OR EQUAL) GROUND COVER AT A MAXIMUM SPACING OF 12" ON CENTER. SLOPES EXCEEDING 15' IN VERTICAL HEIGHT SHALL BE PLANTED WITH APPROVED SHRUBS NOT TO EXCEED 10' ON CENTER, OR TREES SPACED NOT TO EXCEED 20' ON CENTER OR SHRUBS NOT TO EXCEED 10', OR A COMBINATION OF SHRUBS AND TREES NOT TO EXCEED 15' IN ADDITION TO THE GRASS GROUND COVER. SLOPES THAT REQUIRE PLANTING SHALL BE PROVIDED WITH AN IN-GRASS IRRIGATION SYSTEM EQUIPPED WITH AN APPROPRIATE BACK FLOW DEVICE PER U.P.C. CHAPTER 10. THE SLOPE PLANTING AND IRRIGATION SYSTEM SHALL BE INSTALLED PRIOR TO PRECISE GRADING FINAL.

COMPLETION OF WORK

21. A REGISTERED CIVIL ENGINEER SHALL PREPARE FINAL COMPACTION/GRADING REPORT AND IT SHALL BE SUBMITTED FOR REVIEW AND APPROVAL. THE REPORT SHALL ALSO PROVIDE BUILDING FOUNDATION DESIGN PARAMETERS INCLUDING ALLOWABLE SOIL PRESSURES, EXPANSION INDEX AND REMEDIAL MEASURES IF E_{1/2}>20, WATER SOLUBLE SULFATE CONTENT, CORROSIIVITY AND REMEDIAL MEASURES IF NECESSARY.
22. EXCEPT FOR NON-TRACT SINGLE RESIDENTIAL LOT GRADING, THE COMPACTION REPORT SHALL INCLUDE THE SPECIAL INSPECTION VERIFICATIONS LISTED IN TABLE 1704.7 OF 2010 CBC.

A REGISTERED CIVIL ENGINEER SHALL SUBMIT TO THE BUILDING AND SAFETY DEPARTMENT WRITTEN CERTIFICATION OF COMPLETION OF GRADING IN ACCORDANCE WITH THE APPROVED GRADING PLAN PRIOR TO REQUESTING INSPECTION AND ISSUANCE OF THE BUILDING PERMIT. CERTIFICATION SHALL INCLUDE LINE GRADE, SURFACE DRAINAGE, ELEVATION, AND LOCATION OF PERMITTED GRADING ON THE LOT.



VICINITY MAP

NOT TO SCALE
SEC 1, T.7S, R.4W
THOMAS BROS. PG 927, D1 2006 EDITION

WORK TO BE DONE

THESE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS, THE CURRENT COUNTY OF RIVERSIDE STANDARDS AND SPECIFICATIONS AND THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ('GREENBOOK').

ENGINEER'S NOTES

THE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY OF DESIGN AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER APPROVAL OR DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE ENGINEER FOR CLARIFICATION. THE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL.

ENGINEER WILL NOT BE PROVIDING INSPECTION SERVICES OR CONSTRUCTION REVIEW. THESE FUNCTIONS ARE THE RESPONSIBILITY OF THE CITY AND/OR THE GENERAL CONTRACTOR. ENGINEER ACCEPTS NO LIABILITY FOR SUCH FUNCTIONS OR WORK THEREOF.

ENGINEER'S NOTE TO CONTRACTOR

ALL CONTRACTORS AND SUB-CONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATION SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUB-CONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS." THE ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUB-CONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION FOR THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTION FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE LINES.

EARTHWORK QUANTITIES

	CUT	FILL
ADJUSTED	38,216 CY	147,095 CY
NET		108,879 CY

DISTURBED AREA 653,706 S.F. (15.0 AC)
NOTE: IMPORTED FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER AND CITY OF WILDOMAR BEFORE COMMENCEMENT OF IMPORT OPERATIONS.

W.D.I.D. NO. 9 33C368078



DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS
BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

OWNER

CV COMMUNITIES
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
PHONE: 949-251-8052
CONTACT: ADAM SMITH

SITE SWPPP CONTACT

CV COMMUNITIES
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
PHONE: 949-251-8052
CELL: 909-376-5522
CONTACT: RYAN THOMAS

SOILS ENGINEER

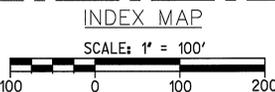
PETRA GEOTECHNICAL, INC.
40880 COUNTRY CENTER DRIVE #R
TEMECULA, CALIFORNIA 92591
PHONE: (951) 600-9271
FAX: (951) 719-1499

NOTE: REFER TO SWPPP FOR ALL PHASES OF CONSTRUCTION FOR WJD# 9 33C368078

NOTE:
PER COA 10.PLANNING 016, THE FAULT TRENCHES EXCAVATED FOR THIS PROJECT WERE LOOSELY BACKFILLED AND SHOULD BE OVEREXCAVATED AND RECOMPACTED DURING THE SITE GRADING OPERATIONS.

LEGEND

TB	TOP OF BERM	38	LOT NUMBER
TC	TOP OF CURB	1214.4	PAD ELEVATION
TF	TOP OF FOOTING		
TW	TOP OF WALL		
FF	FINISHED FLOOR		
FL	FLOW LINE		
FS	FINISH SURFACE		
EP	EDGE OF PAVEMENT		
BSL	BUILDING SETBACK LINE		
			2:1 SLOPE (UNLESS OTHERWISE NOTED)
			EXISTING CONTOUR
			FINISH CONTOUR
			100 YR. FLOODWAY
			FLOOD PLAIN BOUNDARY
			TRACT BOUNDARY



NOTE:
ALL CUT AND FILL SLOPE TRANSITIONS TO BE CONSTRUCTED PER PETRA GEOTECHNICAL REPORT.

GEOTECHNICAL ENGINEER'S CERTIFICATE

THIS GRADING PLAN HAS BEEN REVIEWED BY THE UNDERSIGNED AND FOUND TO BE IN CONFORMANCE WITH THE RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT PREPARED BY PETRA GEOTECHNICAL, INC., ENTITLED "GEOTECHNICAL UPDATE REPORT, TRACTS 25122 AND 32078 (RANCHO FORTUNADO PROJECTS)" DATED APRIL 9, 2013.

NAME: *Richard Carl O'Neill*

DATE: 9/17/14
1/20/15



NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER FLOOD CONTROL/COUNTY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR ACCEPTANCE BY CITY.

REF.	DESCRIPTION	APPR.	DATE
Δ	ADDED NOTES TO SHEET 2 PER CITY OF WILDOMAR'S REQUEST		9/16/15

CITY OF WILDOMAR
ACCEPTED BY: *Daniel A. York*
DANIEL A. YORK
CITY ENGINEER, PE 43212
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER
RICHARD CARL O'NEILL
No. 63285
Exp. 6-30-16
CIVIL
STATE OF CALIFORNIA

RICK
ENGINEERING COMPANY
1770 DOW AVENUE
SUITE 100
RIVERSIDE, CA 92507
951.782.0707
951.782.0723
951.782.0725
www.rickeng.com

BENCHMARK:
RIVERSIDE COUNTY BM T-58-81
ELEV. 1215.467' DATUM NGVD 1929
FROM THE INT. OF PALOMAR AND CLINTON KEITH RD.; 1 MILE NW OF THE INT. ON THE NE END OF CONC. BOX CULVERT HEADWALL 18.7' NE OF CL. OF PALOMAR ST, 51.6' N OF PP #11524E, 81' NW OF PP #14356J
SCALE AS SHOWN

TRACT NO. 32078 CITY PROJECT # 13-0031 SHEET NO. 1
CITY OF WILDOMAR
GRADING PLAN
TITLE SHEET
OF 6 SHEETS

ATTACHMENT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

Wildomar Master Drainage Plan Channel Stage 7,
Wildomar Master Drainage Plan Lateral E
Project Nos. 7-0-00070, 7-0-00077
Tract No. 25122

This ASSIGNMENT AND ASSUMPTION AGREEMENT, hereinafter called "ASSIGNMENT", is made by and between (i) the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT"; (ii) the CITY OF WILDOMAR, hereinafter called "CITY", (iii) RANCHO FORTUNADO INV., LLC, a Delaware limited liability company, hereinafter called "ASSIGNOR", and (iv) RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation, hereinafter called "ASSIGNEE".

RECITALS

A. DISTRICT, CITY and ASSIGNOR have previously entered into that certain Agreement which was executed on April 28, 2015, and recorded as Document No. 2015 – 0260186 in the Official Records of the County of Riverside and is hereinafter called "AGREEMENT", setting forth the parties' respective rights and obligations concerning ASSIGNOR'S proposed design and construction of certain flood control and drainage facilities required as a condition of approval for Tract No. 25122 located in the County of Riverside, State of California (hereinafter, the "PROPERTY"); and

B. Subsequent to the execution of said AGREEMENT, ASSIGNEE has acquired fee title to the PROPERTY; and

C. A true copy of AGREEMENT has been provided to ASSIGNEE and said AGREEMENT describes the terms and conditions by which those certain flood control and drainage improvements that are required in connection with the development of Tract No. 25122 are to be designed and constructed by ASSIGNOR and inspected and accepted for operation and maintenance by DISTRICT and CITY; and

D. AGREEMENT stipulates that ASSIGNOR may assign its rights and responsibilities as set forth therein subject to the written consent of the parties thereto; and

E. The totality of ASSIGNOR's rights, title, interests, benefits and privileges pursuant to AGREEMENT are hereinafter collectively called "ASSIGNOR RIGHTS", and the totality of ASSIGNOR's obligations pursuant to AGREEMENT are hereinafter collectively called "ASSIGNOR OBLIGATIONS"; and

F. ASSIGNOR RIGHTS and ASSIGNOR OBLIGATIONS are hereinafter together called "RIGHTS AND OBLIGATIONS"; and

G. ASSIGNOR, ASSIGNEE, CITY and DISTRICT intend that, by execution of this ASSIGNMENT, ASSIGNEE will assume all ASSIGNOR RIGHTS AND OBLIGATIONS.

NOW, THEREFORE, the parties hereto do hereby mutually agree as follows:

1. The above Recitals are true and correct.
2. By execution of this ASSIGNMENT, ASSIGNOR hereby assigns all of their RIGHTS AND OBLIGATIONS to ASSIGNEE.
3. For the benefit of CITY and DISTRICT, ASSIGNEE hereby ratifies and agrees to be bound by the assignment of RIGHTS AND OBLIGATIONS set forth in Paragraph 2 above.
4. ASSIGNEE agrees to complete construction of PROJECT as detailed in AGREEMENT within twelve (12) consecutive months after execution of this Agreement and within one hundred twenty (120) consecutive calendar days after commencing work on PROJECT.
5. In regard to the assignment of RIGHTS AND OBLIGATIONS set forth herein, CITY and DISTRICT hereby consent to and hereby agree to be bound by (i) the assignment of RIGHTS AND OBLIGATIONS in favor of ASSIGNEE, and (ii) the assumption by ASSIGNEE of said RIGHTS AND OBLIGATIONS. In further clarification of the intent of the parties,

ASSIGNEE and ASSIGNOR specifically agree with DISTRICT that access and/or grant of real property interests required by DISTRICT pursuant to AGREEMENT, if any, shall be satisfied by ASSIGNEE, and in regard to all financial obligations, DISTRICT shall invoice ASSIGNEE for all charges incurred pursuant to AGREEMENT.

6. The assignment and assumption of RIGHTS AND OBLIGATIONS pursuant to this Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

7. This ASSIGNMENT shall be governed by, interpreted under and construed in accordance with the laws of the State of California.

8. Any and all notices sent or required to be sent to ASSIGNOR or ASSIGNEE arising from either this ASSIGNMENT, or the obligations contained in AGREEMENT will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: Administrative Services Section	CITY OF WILDOMAR 23873 Clinton Keith Road Wildomar, CA 92595 Attn: Public Works Director
---	---

RANCHO FORTUNADO INV., LLC c/o CV Communities, LLC 3121 Michelson Drive, Suite 150 Irvine, CA 92612 Attn: Adam Smith	RICHMOND AMERICAN HOMES OF MARYLAND, INC. 5171 California Street, Suite 120 Irvine, CA 92617 Attn: Sondra Harris
--	--

9. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this ASSIGNMENT shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

10. The individuals executing this ASSIGNMENT on behalf of ASSIGNOR and ASSIGNEE hereby certify that they have the authority within their respective companies to enter into and execute this ASSIGNMENT, and have been authorized to do so by any and all boards of directors, legal counsel and/or any other board, committee or other entity within their respective companies which have the authority to authorize or deny entering into this ASSIGNMENT.

11. This ASSIGNMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

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DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this ASSIGNMENT
on _____
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By _____
NEAL KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Assignment & Assumption Agreement
Tract No. 25122
LMD:blm
8/7/15

RECOMMENDED FOR APPROVAL:

CITY OF WILDOMAR

By _____
DAN YORK
Public Works Director/City Engineer

By _____
BEN BENOIT
Mayor

APPROVED AS TO FORM:

ATTEST:

DEBBIE A. LEE
City Clerk

By _____
THOMAS D. JEX
City Attorney

By _____

(SEAL)

DRAFT

Assignment & Assumption Agreement
Tract No. 25122
LMD:blm
8/7/15

ASSIGNOR

RANCHO FORTUNADO INV, LLC
a Delaware limited liability company

By _____
ADAM SMITH
Authorized Person

(ATTACH NOTARY ACKNOWLEDGEMENT
WITH CAPACITY STATEMENT)

DRAFT

Assignment & Assumption Agreement
Tract No. 25122
LMD:blm
8/7/15

ASSIGNEE

**RICHMOND AMERICAN HOMES
OF MARYLAND, INC.**
a Maryland Corporation

By _____
SONDRA HARRIS
Vice President

Date: _____

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

DRAFT

Assignment & Assumption Agreement
Tract No. 25122
LMD:blm
8/7/15

ATTACHMENT D

ASSIGNMENT AND ASSUMPTION AGREEMENT
Murrieta Valley – Greyhawk Road Storm Drain Stage 2
Project No. 7-0-00232
Tract No. 32078

This ASSIGNMENT AND ASSUMPTION AGREEMENT, hereinafter called "ASSIGNMENT", is made by and between (i) the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT"; (ii) the CITY OF WILDOMAR, hereinafter called "CITY", (iii) RANCHO FORTUNADO INV., LLC, a Delaware limited liability company, hereinafter called "ASSIGNOR", and (iv) RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation, hereinafter called "ASSIGNEE".

RECITALS

A. DISTRICT, CITY and ASSIGNOR have previously entered into that certain Agreement which was executed on April 28, 2015, and recorded as Document No. 2015 – 0260187 in the Official Records of the County of Riverside and is hereinafter called "AGREEMENT", setting forth the parties' respective rights and obligations concerning ASSIGNOR'S proposed design and construction of certain flood control and drainage facilities required as a condition of approval for Tract No. 32078 located in the County of Riverside, State of California (hereinafter, the "PROPERTY"); and

B. Subsequent to the execution of said AGREEMENT, ASSIGNEE has acquired fee title to the PROPERTY; and

C. A true copy of AGREEMENT has been provided to ASSIGNEE and said AGREEMENT describes the terms and conditions by which those certain flood control and drainage improvements that are required in connection with the development of Tract No. 32078 are to be designed and constructed by ASSIGNOR and inspected and accepted for operation and maintenance by DISTRICT and CITY; and

D. AGREEMENT stipulates that ASSIGNOR may assign its rights and responsibilities as set forth therein subject to the written consent of the parties thereto; and

E. The totality of ASSIGNOR's rights, title, interests, benefits and privileges pursuant to AGREEMENT are hereinafter collectively called "ASSIGNOR RIGHTS", and the totality of ASSIGNOR's obligations pursuant to AGREEMENT are hereinafter collectively called "ASSIGNOR OBLIGATIONS"; and

F. ASSIGNOR RIGHTS and ASSIGNOR OBLIGATIONS are hereinafter together called "RIGHTS AND OBLIGATIONS"; and

G. ASSIGNOR, ASSIGNEE, CITY and DISTRICT intend that, by execution of this ASSIGNMENT, ASSIGNEE will assume all ASSIGNOR RIGHTS AND OBLIGATIONS.

NOW, THEREFORE, the parties hereto do hereby mutually agree as follows:

1. The above Recitals are true and correct.
2. By execution of this ASSIGNMENT, ASSIGNOR hereby assigns all of their RIGHTS AND OBLIGATIONS to ASSIGNEE.
3. For the benefit of CITY and DISTRICT, ASSIGNEE hereby ratifies and agrees to be bound by the assignment of RIGHTS AND OBLIGATIONS set forth in Paragraph 2 above.
4. ASSIGNEE agrees to complete construction of PROJECT as detailed in AGREEMENT within twelve (12) consecutive months after execution of this Agreement and within ninety (90) consecutive calendar days after commencing work on PROJECT.
5. In regard to the assignment of RIGHTS AND OBLIGATIONS set forth herein, CITY and DISTRICT hereby consent to and hereby agree to be bound by (i) the assignment of RIGHTS AND OBLIGATIONS in favor of ASSIGNEE, and (ii) the assumption by ASSIGNEE of said RIGHTS AND OBLIGATIONS. In further clarification of the intent of the parties, ASSIGNEE and ASSIGNOR specifically agree with DISTRICT that access and/or grant of real

property interests required by DISTRICT pursuant to AGREEMENT, if any, shall be satisfied by ASSIGNEE, and in regard to all financial obligations, DISTRICT shall invoice ASSIGNEE for all charges incurred pursuant to AGREEMENT.

6. The assignment and assumption of RIGHTS AND OBLIGATIONS pursuant to this Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

7. This ASSIGNMENT shall be governed by, interpreted under and construed in accordance with the laws of the State of California.

8. Any and all notices sent or required to be sent to ASSIGNOR or ASSIGNEE arising from either this ASSIGNMENT, or the obligations contained in AGREEMENT will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Administrative Services Section

CITY OF WILDOMAR
23873 Clinton Keith Road
Wildomar, CA 92595
Attn: Public Works Director

RANCHO FORTUNADO INV., LLC
c/o CV Communities, LLC
3121 Michelson Drive, Suite 150
Irvine, CA 92612
Attn: Adam Smith

RICHMOND AMERICAN
HOMES OF MARYLAND, INC.
5171 California Street, Suite 120
Irvine, CA 92617
Attn: Sondra Harris

9. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this ASSIGNMENT shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

10. The individuals executing this ASSIGNMENT on behalf of ASSIGNOR and ASSIGNEE hereby certify that they have the authority within their respective companies to enter into and execute this ASSIGNMENT, and have been authorized to do so by any and all boards of directors, legal counsel and/or any other board, committee or other entity within their respective companies which have the authority to authorize or deny entering into this ASSIGNMENT.

11. This ASSIGNMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

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DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this ASSIGNMENT
on _____
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By _____
NEAL KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Assignment & Assumption Agreement
Tract No. 32078
LMD:blm
8/7/15

RECOMMENDED FOR APPROVAL:

CITY OF WILDOMAR

By _____
DAN YORK
Public Works Director/City Engineer

By _____
BEN BENOIT
Mayor

APPROVED AS TO FORM:

ATTEST:

DEBBIE A. LEE
City Clerk

By _____
THOMAS D. JEX
City Attorney

By _____

(SEAL)

DRAFT

Assignment & Assumption Agreement
Tract No. 32078
LMD:blm
8/7/15

ASSIGNOR

RANCHO FORTUNADO INV, LLC
a Delaware limited liability company

By _____
ADAM SMITH
Authorized Person

(ATTACH NOTARY ACKNOWLEDGEMENT
WITH CAPACITY STATEMENT)

DRAFT

Assignment & Assumption Agreement
Tract No. 32078
LMD:blm
8/7/15

ASSIGNEE

**RICHMOND AMERICAN HOMES
OF MARYLAND, INC.**
a Maryland Corporation

By _____
SONDRA HARRIS
Vice President

Date: _____

(ATTACH NOTARY ACKNOWLEDGMENT
WITH CAPACITY STATEMENT)

DRAFT

Assignment & Assumption Agreement
Tract No. 25122
LMD:blm
8/7/15

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.13
CONSENT CALENDAR
Meeting Date: August 12, 2015

TO: Mayor and City Council Members
FROM: Matthew C. Bassi, Planning Director
SUBJECT: Ordinance No. 109 Second Reading – Streamlined Permitting Procedures for Small Residential Rooftop Solar Installations

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 109
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADDING CHAPTER 15.108 TO THE MUNICIPAL CODE TO PROVIDE
AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL
RESIDENTIAL ROOFTOP SOLAR SYSTEMS

DISCUSSION

The City Council approved the first reading of Ordinance No. 109 at the July 8, 2015, Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 109.

Submitted by:
Matthew Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENT

Ordinance No. 109

ORDINANCE NO. 109

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADDING CHAPTER 15.108 TO THE MUNICIPAL CODE TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

WHEREAS, AB 2188 (Expedited Solar Permitting Act), was adopted in 2014 and requires each city or county to adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems by September 30, 2015; and

WHEREAS, the City Council wishes to advance the use of solar energy by all of its citizens, businesses and industries; and

WHEREAS, the City Council seeks to meet the climate action goals set by the State; and

WHEREAS, solar energy creates local jobs and economic opportunity; and

WHEREAS, the City Council recognizes that rooftop solar energy provides reliable energy and pricing for its residents and businesses; and

WHEREAS, it is in the interest of the health, welfare and safety of the people of Wildomar to provide an expedited permitting process to assure the effective deployment of solar technology.

NOW, THEREFORE, the City Council of the City of Wildomar ordains as follows:

SECTION 1. ADDITION OF CHAPTER 15.108 TO THE CODE

A new Chapter 15.108 is hereby added to the Municipal Code to read as follows:

“15.108.010 DEFINITIONS

- A. “Association” means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.
- B. “Common interest development” means any of the following:
 - 1. A community apartment project.
 - 2. A condominium project.
 - 3. A planned development.
 - 4. A stock cooperative.

- C. “Feasible method to satisfactorily mitigate or avoid the adverse impact” includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of Civil Code section 714(d)(1)(A)-(B).
- D. “Reasonable restrictions” on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.
- E. “Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance” means:
 - 1. For Water Heater Systems or Solar Swimming Pool Heating Systems: an amount exceeding 10 percent of the cost of the system, but in no case more than one thousand dollars (\$1,000), or decreasing the efficiency of the solar energy system by an amount exceeding 10 percent, as originally specified and proposed.
 - 2. For Photovoltaic Systems: an amount not to exceed one thousand dollars (\$1,000) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed.
- F. “Small residential rooftop solar energy system” means all of the following:
 - 1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
 - 2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and all state and city health and safety standards.
 - 3. A solar energy system that is installed on a single or duplex family dwelling.
 - 4. A solar panel or module array that does not exceed the maximum legal building height as defined by the city.
- G. “Solar Energy System” means either of the following:
 - 1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of

solar energy for space heating, space cooling, electric generation, or water heating.

2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.

- H. “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

15.108.020 PURPOSE

The purpose of this chapter is to establish an expedited, streamlined solar permitting process that complies with Civil Code section 714 and Government Code section 65850.5 to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This chapter encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the city, and expanding the ability of property owners to install solar energy systems. This chapter allows the city to achieve these goals while protecting the public health and safety.

15.108.030 APPLICABILITY

- A. This chapter applies to the permitting of all small residential rooftop solar energy systems in the city.
- B. Small residential rooftop solar energy systems legally established or permitted prior to the effective date of this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of the small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

15.108.040 SOLAR ENERGY SYSTEM REQUIREMENTS

- A. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state and the city.
- B. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.
- C. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical

Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

15.108.050 DUTIES OF BUILDING DEPARTMENT AND BUILDING OFFICIAL

- A. All documents required for the submission of an expedited solar energy system application shall be made available on the city's website.
- B. Applications for small residential rooftop solar energy system permits, and any supporting documents, may be submitted by email, facsimile, or the internet.
- C. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.
- D. The city's Building Department shall adopt a standard plan and checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.
- E. The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.
- F. The city may charge a fee for the permitting and inspection of small residential rooftop solar systems. Any such fees must comply with Government Code Sections 65850.55 and 66015, and any other applicable state laws.

15.108.060 PERMIT REVIEW AND INSPECTION REQUIREMENTS

- A. An application that meets the requirements of the application checklist prepared by the Building Department pursuant to section 15.108.050(D) of this code shall be deemed complete. Upon receipt of an incomplete application, the Building Department shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
- B. Upon the determination that the application is complete, the Building Department shall issue a building permit or other nondiscretionary permit the same day for over-the-counter applications or within two business days for electronic applications. Review of the application shall be limited to the building official's review of whether the application meets local, state, and federal health and safety requirements.

- C. The building official shall require an applicant to apply for a use permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decision may be appealed to the Planning Commission.
- D. If a use permit is required, the building official may not deny the application for the use permit unless the building official makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decision may be appealed to the Planning Commission.
- E. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.
- F. The city shall not condition approval of an application on the approval of an association, as defined in Section 4080 of the Civil Code.
- G. Only one inspection shall be required and performed by the Building Department for small residential rooftop solar energy systems eligible for expedited review. An inspection will be scheduled within two business days of a request and provide a two- hour inspection window.
- H. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but need not conform to the requirements of this section.”

SECTION 2. 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 3. EFFECTIVE DATE

This Ordinance shall take effect 30 days from its passage by the City Council.

SECTION 4. PUBLICATION

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 posting procedure authorized under Government Code Section 36933(c).

PASSED, APPROVED AND ADOPTED this 12th day of August, 2015

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: August 12, 2015

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
PREPARED BY: Janet Morales. Administrative Analyst
SUBJECT: Community Meeting Room Rental Policy and Fees

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the Community Meeting Room Rental Policy; and
2. Adopt a Resolution Entitled:

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, ADOPTING THE COMMUNITY MEETING
ROOM RENTAL FEES

BACKGROUND/DISCUSSION:

With the completion of the Council Chambers construction in July, two adjacent rooms became available for individuals or groups to host meetings at the City Hall location. The purpose of the Community Meeting Room Policy is to identify procedures, fees and responsibilities associated with the use and rental of these meeting rooms. This policy does not apply to City sponsored events or City business.

The rooms will be available for rental on a first-come, first-serve basis from the hours of 8:00 a.m. to 10:00 p.m., except Wednesdays and Sundays. Individuals renting the facility must be at least 21 years of age, must agree to indemnify the City and may not rent the facility more than once per month. Applicants are required to submit a Community Meeting Room Rental Form, certificate of insurance, facility deposit, one time processing fee and the hourly rate rental fee.

Facility Deposit

Staff recommends a \$100 facility deposit. The deposit is fully refundable and will be refunded upon staff's review of the condition of the room.

Should it be required, the cost of cleaning and or damage repairs will be deducted from the deposit.

Table 1

Facility Deposit Comparison by City			
	<u>Resident</u>	<u>Non Profit</u>	<u>Non Resident</u>
Temecula	\$100	\$100	\$100
Murrieta	\$100	\$100	\$100
Lake Elsinore	\$500	\$500	\$500
Menifee	\$100	\$100	\$100
Wildomar	\$100	\$100	\$100

Processing Fee

Staff recommends a one time processing fee, per reservation, of \$30 for Wildomar residents, businesses or non-profit organizations and \$45 for non-Wildomar residents, businesses or organizations. This fee is in addition to the hourly room rental fee and will be used to recover administrative costs associated with reservations and securing the room.

Table 2

Processing Fee Comparison by City			
	<u>Resident</u>	<u>Non Profit</u>	<u>Non Resident</u>
Temecula	Included in Rental Fee		
Murrieta	Included in Rental Fee		
Lake Elsinore	Included in Rental Fee		
Menifee	Included in Rental Fee		
Wildomar	\$30	\$30	\$45

Rental Fee

Staff recommends an hourly rental fee of \$8, per room, for Wildomar residents, businesses or non-profit organizations and \$10 for non-Wildomar residents, businesses or organizations.

Table 3

Rental Fee (Hourly) Comparison by City			
	<u>Resident</u>	<u>Non Profit</u>	<u>Non Resident</u>
Temecula	\$50	\$50	\$95
Murrieta	\$5	\$5	\$15
Lake Elsinore	\$35	\$10	\$45
Menifee	\$25	\$25	\$50
Wildomar	\$8	\$8	\$10

Staff Support

Any individual or group that requires additional staff support will be charged as appropriate. This includes, but is not limited to, set-up and take down of tables, chairs and other special requirements such as audio/visual support.

Table 4

Staff Rate (Hourly)			
	Resident	Non Profit	Non Resident
Temecula	\$20	\$20	\$20
Murrieta	\$25	\$25	\$25
Lake Elsinore	\$15	\$15	\$15
Menifee			
Wildomar	\$33	\$33	\$33

The rooms will be available for rental beginning September 1, 2015.

FISCAL IMPACT:

Recommended fees include a \$15 processing fee subsidy and a \$2 rental fee subsidy for Wildomar residents, businesses and non-profit organizations. All other fees are intended to recover administrative expenses and will not exceed the total service costs.

Submitted by:
Janet Morales
Administrative Analyst

Approved By:
Gary Nordquist
City Manager

ATTACHMENTS

- A. Resolution No. 2015-__
- B. Community Room Rental Policy
- C. User Fee Determination for Facility Deposit
- D. User Fee Determination for Processing Fee
- E. User Fee Determination for Rental Fee

RESOLUTION NO. 2015 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING THE COMMUNITY MEETING ROOM RENTAL FEES**

WHEREAS, The City of Wildomar completed construction on the Council Chambers located at City Hall on July 8, 2015; and

WHEREAS, With the completion, a facility became available for rental to the public to host community meetings; and

WHEREAS, The City of Wildomar conducted a user fee analyses to establish fees and charges based on reasonable costs borne by the City for providing community room rental services; and

WHEREAS, The City of Wildomar took into consideration the Measure Z assessment when calculating said fees; and

WHEREAS, The fees and charges set forth in Exhibit A attached hereto do not exceed the estimated reasonable costs for providing services for which the fee is charged or the estimated amount required to provide the service for which the fee or charge is levied; and

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

SECTION 1. The community room rental fees, as described in Exhibit A, is authorized.

SECTION 2. The community room rental fees shall go into effect on August 13, 2015.

PASSED, APPROVED AND ADOPTED this 12th day of August, 2015.

Ben Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

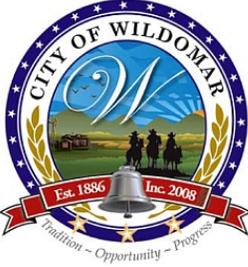
Exhibit A to Resolution No. 2015-__

**City of Wildomar
Community Meeting Room Rental Fees**

	Wildomar Resident	Wildomar Business	Non Profit	Non Resident	Non Wildomar Business
Facility Deposit	\$100	\$100	\$100	\$100	\$100
Processing Fee	\$30	\$30	\$30	\$45	\$45
Rental Fee (Hourly)	\$8	\$8	\$8	\$8	\$10
Staff Rate (Hourly)	\$33	\$33	\$33	\$33	\$33

Attachment B

CITY OF WILDOMAR

	ADMINISTRATIVE POLICY NO. ____	
	COMMUNITY MEETING ROOM RENTAL POLICY	
	Original Issue: __/__/2015	Effective: __/__/2015
	Current Issue: __/__/2015	Effective: __/__/2015

PURPOSE AND SCOPE

The purpose of this policy is to identify the procedures, fees and responsibilities associated with the use and rental of the community meeting rooms located at Wildomar City Hall. This policy does not apply to the use of the community meeting rooms for City-sponsored events or City business.

GENERAL RULES AND REGULATIONS

The City of Wildomar does not allow the following inside the facility:

- A. No affixing decorations to the walls, floors, ceiling or stage.
- B. No glitter or confetti of any kind.
- C. Nails, glue, tape, staples or thumbtacks are strictly prohibited on the walls, floors ceiling and stage.
- D. Parking lot spaces may not be saved or roped off for events.
- E. No smoking, candles, or other open flame devices allowed.
- F. No music during regular business hours 8 a.m. to 6 p.m.

ELIGIBILITY TO RENT FACILITY

The community meeting rooms are available for rental on a first-come, first-serve basis, except as follows:

- A. Individuals must be at least 21 years of age to rent the facility.
- B. No person or group may rent the facility more than once per month.
- C. The person or group renting the facility must agree to indemnify the City and its employees, officers and agents from and against any liability related to the rental of the facility by the person or group, including personal injury and property damage.

FACILITY AVAILABILITY

The facility will be available for rental from the hours of 8:00 a.m. to 10:00 p.m., except Wednesdays and Sundays. The event is to conclude by 10:00 p.m., with breakdown completed by 11:00 p.m. Schedule time is critical. Any party exceeding the scheduled closing time will be charged the hourly fee applicable at the time of rental for any portion of an hour in excess of the scheduled closing time, to be taken out of deposit.

RENTAL PROCEDURE

1. The City of Wildomar must receive a request to rent the community meeting room at least thirty (30) days in advance of the requested rental date and no earlier than one (1) year prior to the requested reservation date.
2. The Applicant must submit a completed Community Meeting Room Rental Form to the City with the requested rental date. The Rental Form must be submitted in person at City Hall, 23873 Clinton Keith Road Suite 201. Applications will be accepted during City Hall's regular business hours, up to fifteen (15) minutes before closing.
3. Rental fees will be charged by the hour. All rental fees, including a facility deposit of \$100 minimum, must be paid in full at the time the rental form is submitted. Any additional charges incurred by the applicant will be paid in full within the time frame set by City staff.
4. Any requested changes in scheduled rental hours, number of people attending, or meeting plans desired by the applicant that deviate from the original completed Community Meeting Rental Form must be presented to the City at least ten (10) working days prior to the approved rental date.
5. Applicant must provide a certificate of insurance providing evidence of general liability insurance coverage in the minimum amount of \$1,000,000 combined single limit and an additional insured endorsement naming the City of Wildomar, its officers, employees and agents as additional insured. The certificate of insurance must be submitted no later than (10) days prior to the event. The City will cancel the rental reservation if the certificate of insurance is not provided in a timely fashion. Insurance is also available for purchase through the City's insurance provider. Submit the Coverage Request form with your application to receive a quote.
6. In the event of a cancellation, by applicant, notice of cancellation must be given to the City at least (72) hours prior to the scheduled rental date. Any cancellation by the applicant made less than (72) hours prior to the meeting date will result in a 10% cancellation fee and a \$10 processing fee, excluding the facility deposit which will be refunded.
7. The City may deny any request to rent a room where the use of the room proposed by the applicant would be a violation of federal, state or local law or this policy, the applicant does not submit a complete application form or the required rental fees or

facility deposits, or the City Manager finds that the proposed use would present an immediate threat to the public health, safety or welfare.

RENTAL CONDITIONS

1. An employee of the City of Wildomar must be present in the facility or available at City Hall during the time the facility is being rented. There will be an additional staff fee imposed for rental of the facility outside of City Hall's regular business hours.
2. It shall be the responsibility of each reservation applicant to leave the facility clean and orderly. When using City tables and chairs, the applicant shall be responsible for their set-up and return to proper storage space. Sink, counter top and refrigerator will be cleaned properly after each use by the applicant. Costs for any damages or cleaning will be paid for from the facility deposit and/or the insurance coverage provided.
3. Trash cans and liners will be provided by the City. The renter is responsible for disposing all of their trash into the outside dumpsters. It is the responsibility of the renter to see staff for assistance, if needed.
4. The kitchen at the facility is not intended for cooking, but is to provide a convenient space for the preparation of pre-prepared/ready-to-serve foods. The City is not responsible for supplying paper goods, cups, food, tea, coffee, condiments and/or containers.
5. No alcoholic beverages are allowed without the proper permit from Alcohol and Beverage Control (ABC). Any renter providing alcohol must provide proof of ABC license (liquor license) fourteen (14) working days prior to the rental date. You can obtain an ABC license by calling the Department of Alcohol Beverage Control at (951) 782-4400. It is the responsibility of the applicant to obtain the proper license. Failure to follow this policy will result in immediate closure of the facility and deposit forfeited.
6. Except where the facility deposit is fully or partially forfeited pursuant to this policy, the City of Wildomar will issue a refund check for the deposit provided that the facility was cleaned and undamaged after the meeting and that no unlawful activity took place during the event. Refund checks will be issued only to the group, organization or individual who submitted the original payment. Allow thirty (30) days for the check to be processed.
7. Any event violating this policy at any time during the use of the facility will be closed down immediately by staff or the Wildomar Police Department and the renter will be granted time only to clean the facility. All other guests or participants of said meeting, other than those cleaning, will be instructed to leave the premises.
8. Any renter granted the use of facility shall use it only for such purposes as specified by the renter on the Reservation Form.

9. No audio/ visual equipment is available. You may bring your own audio/visual equipment if you prefer.

10. The renter is responsible for all persons present in the facility during the rental hours. All youth in attendance must be supervised at all times.

11. The City of Wildomar is not liable for any lost, stolen, or damaged property.

12. Permission to use the facility does not constitute an endorsement of any organization's beliefs, policies, or procedures by the City of Wildomar or its employees.

DRAFT

Attachment C

User Fee Determination

Cost Analysis Worksheet

Exhibit C



User Fee Description	Fund	Program	Account	Agency/Department/	Date
Community Meeting Room Rental - Deposit	100		TBD	Community Services	8/13/2015

Description of Service, Demand, Subsidy and Other Comments:

A \$100 room rental deposit is required for use of the Community Rooms. The deposit is fully refundable upon review by staff of the room condition. If needed, the actual City cost of cleaning and/or damage repairs will be deducted from the deposit.

Personnel Costs

Position	Rates*				Hours by Position Per Unit	Total Labor Cost per Unit of
	Hourly Rate	Paid Benefit Rate	Department Rate	Total Burdened Labor Cost / Hr.		
Total Burdened Personnel Costs per Unit of Service						

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
Total Material & Rental Costs per Unit of Service			

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
Facility Deposit	\$100.00	1	\$100.00
Total Other Costs per Unit of Service			100.00

Fee Comparison Data

Jurisdiction	Fee Per Hour	More or (Less) than Wildomar's Fee per Unit of Service	
		Dollars	Percentage
City of Wildomar (per room-Business hrs)	\$100.00		
City of Canyon Lake	na	\$ -	
City of Lake Elsinore	\$500.00	\$ 400.00	400%
City of Menifee	\$100.00	\$ -	
City of Murrieta	\$100.00	\$ -	
City of Temecula	\$100.00	\$ -	

***Recommended Fees:

Wildomar "Resident"	\$100.00	Per Rental
Wildomar Bus. or "Non-Profit"	\$100.00	Per Rental
Non-Wildomar (Resid. or Any Org.)	\$100.00	Per Rental

Total Service Direct Costs	\$100.00
City-Wide General & Administrative* Rate @ 13.1%	na
Total Service Cost / Unit	\$100.00
Recommended Fee	\$100.00
Recommended fee Subsidy	
Current Fee Amount	0
Fee Increase/(Decrease)	N/A
Annual Usage (Reserveable Hours)	-
Projected Annual Revenue Impact	

Attachment D

User Fee Determination

Cost Analysis Worksheet

Exhibit D



User Fee Description	Fund	Program	Account	Agency/Department/	Date
Community Meeting Reservations - Processing Fee	100		TBD	Community Services	8/13/2015

Description of Service, Demand, Subsidy and Other Comments:

The Processing Fee is a one time fee required for all for rentals of Community Room. City staff records and reviews request for reservation; issues permit, open and secure closure of room and process deposit refund. This fee is in addition to the hourly room rental fee and the room rental deposit.

Personnel Costs

Position	Rates*				Hours by Position Per Unit	Total Labor Cost per Unit of
	Hourly Rate	Paid Benefit Rate	Department Rate	Total Burdened Labor Cost / Hr.		
Administration Assistant (Front Counter)	\$17.48	48.95%	18.20%	\$29.22	0.70	\$20.45
Security (Secure Facility)	\$19.75			\$19.75	1.00	\$19.75
Total Burdened Personnel Costs per Unit of Service						\$40.20

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
Total Material & Rental Costs per Unit of Service			

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
Total Other Costs per Unit of Service			

Fee Comparison Data

Jurisdiction	Processing Fee	More or (Less) than Wildomar's Fee per Unit of Service	
		Dollars	Percentage
City of Wildomar (per room-Business hrs)	\$30.00		
City of Canyon Lake	Included in Hourly Rate		
City of Lake Elsinore	Included in Hourly Rate		
City of Menifee	Included in Hourly Rate		
City of Murrieta	Included in Hourly Rate		
City of Temecula	Included in Hourly Rate		

***Recommended Fees:

Wildomar "Resident"	\$30.00	1 time per reservation
Wildomar Bus. or "Non-Profit"	\$30.00	1 time per reservation
Non-Wildomar (Resid. or Any Org.)	\$45.00	1 time per reservation

Total Service Direct Costs	\$40.20
City-Wide General & Administrative* Rate @ 13.1%	\$5.27
Total Service Cost / Unit	\$45.47
Recommended Fee	\$30.00
Recommended fee Subsidy	\$15.47
Current Fee Amount	0
Fee Increase/(Decrease)	N/A
Annual Usage (Reservable Hours)	20
Projected Annual Revenue Impact	\$600.00

Attachment E

User Fee Determination

Cost Analysis Worksheet

Exhibit E



User Fee Description	Fund	Program	Account	Agency/Department/	Date
Community Meeting Room Rental - Hourly Rate	100		TBD	Community Services	8/13/2015

Description of Service, Demand, Subsidy and Other Comments:

Room rentals are based on a per hour cost rate. The Community Rooms are available for daily use between 8:00 am and 10:00 p.m. except Wednesdays and Sundays which are not available for rental. There are two separate rooms available for use and the rental fee is per hour for each separate room. The dais section of the room is not available for non-city use. The room rental hourly fee is in addition to the one time rental reservation processing fee and the room deposit.

Personnel Costs

Position	Rates*				Hours by Position Per Unit	Total Labor Cost per Unit of
	Hourly Rate	Paid Benefit Rate	Department Rate	Total Burdened Labor Cost / Hr.		
Total Burdened Personnel Costs per Unit of Service						

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
Total Material & Rental Costs per Unit of Service			

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
City Lease Expense <small>(1,275 sq ft/room at \$1.81/sq ft/mo=\$2,308/30 days=\$76.94/day/10 hours/day=\$7.70/hour.</small>	\$7.70	1	\$7.70
Utilities	\$1.20	1	\$1.20
Total Other Costs per Unit of Service			8.90

Fee Comparison Data

Jurisdiction	Fee Per Hour	More or (Less) than Wildomar's Fee per Unit of Service	
		Dollars	Percentage
City of Wildomar (per room-Business hrs)	\$8.00		
City of Canyon Lake	na	\$ -	
City of Lake Elsinore	\$35.00	\$ 27.00	338%
City of Menifee	\$25.00	\$ 17.00	213%
City of Murrieta	\$15.00	\$ 7.00	88%
City of Temecula	\$50.00	\$ 42.00	525%

***Recommended Fees:

Wildomar "Resident"	\$8.00	First Hour
Wildomar Bus. or "Non-Profit"	\$8.00	First Hour
Non-Wildomar (Resid. or Any Org.)	\$10.00	First Hour

Total Service Direct Costs	\$8.90
City-Wide General & Administrative* Rate @ 13.1%	\$1.17
Total Service Cost / Unit	\$10.07
Recommended Fee	\$8.00
Recommended fee Subsidy	\$2.07
Current Fee Amount	0
Fee Increase/(Decrease)	N/A
Annual Usage (Reserveable Hours)	20
Projected Annual Revenue Impact	\$160.00

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: August 12, 2015

TO: Mayor and City Council Members

FROM: Thomas Jex, City Attorney
By: Erica Vega, Assistant City Attorney

SUBJECT: Regulating Massage Businesses and Massage Technicians Amendment

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 CHAPTER 5.36 (MASSAGE ESTABLISHMENTS) OF THE
WILDOMAR MUNICIPAL CODE

DISCUSSION:

Chapter 5.36 of the Municipal Code regulates massage businesses and massage technicians. Chapter 5.36 was a part of the County Code that was adopted by the City upon incorporation, and has not been modified since then. State laws regarding local regulation of massage, however, have changed several times since the City incorporated and the City's code has not kept pace with the changes in the state law.

In 2008, SB 731 was adopted and went into effect on September 1, 2009. Prior to SB 731, state law did not limit local government's regulatory authority over massage businesses or practitioners. SB 731 created the California Massage Therapy Council (CAMTC) and prohibited local agencies from regulating massage or requiring additional permits or approvals (besides a local business license) to operate a massage business if the massage technicians were all certified by the CAMTC. Cities were required to treat massage businesses as a professional business similar to dentists, doctors and accountants. This caused a huge influx of massage businesses in some cities, and in 2014 AB 1147 was adopted to partially restore local regulatory control.

Effective January 1, 2015, AB 1147 restores to local agencies the ability to regulate massage businesses, with some limits. Massage practitioners are still regulated and certified by the CAMTC and local agencies cannot require massage practitioners who

are certified by CAMTC to obtain a local permit or license to conduct massage within their jurisdiction.

This proposed ordinance amends Chapter 5.36 of the Code to be consistent with AB 1147. In particular, the provisions of the chapter requiring a permit from the City for “massage technicians” are eliminated and the provisions requiring a permit for massage businesses are updated to be consistent with AB 1147. The most significant change is that this ordinance proposes to prohibit any person from practicing massage within the City who is not certified by CAMTC.

Massage businesses that operate from fixed locations may only utilize CAMTC certified massage technicians and outcall massage businesses must also be operated by CAMTC certified massage technicians. The other changes incorporated as a direct result of AB 1147 include incorporating an exception to the general rule that doors must be kept unlocked during business hours for sole practitioners, and revising the dress code for massage technicians to duplicate the dress code contained in state law.

The proposed ordinance also makes revisions to Chapter 5.36 that are not required by AB 1147, but in staff’s opinion are good additions. This includes more detailed application requirements, a reduction in the allowed operational hours from midnight to 10:00 p.m., and the elimination of the requirement that every massage establishment have a shower and bathtub. In addition, Chapter 5.36 currently calls for the Chief of Police to handle massage business license applications, and this proposed ordinance changes that to the City Manager “or his or her designee” to give more leeway in processing applications.

It is important to point out that the Police Dept. will remain an integral part of the permit processing. Further, the Chief of Police has reviewed the draft Ordinance and supports the amendment.

FISCAL IMPACT:

Staff time and resources will be used in processing massage business license applications. However, the City may recover these costs by requiring an application fee to be submitted concurrently with the application.

Submitted by:
Thomas Jex
City Attorney

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Ordinance

EXHIBIT A

Draft Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA AMENDING CHAPTER 5.36 (MASSAGE ESTABLISHMENTS) OF THE WILDOMAR MUNICIPAL CODE

WHEREAS, upon incorporation the City adopted the County Code as the City's Code, including Chapter 5.36 regulating and requiring licenses for massage businesses and massage technicians; and

WHEREAS, after the City's incorporation, the state laws regulating massage businesses and massage technicians have been amended several times and impacted the ability of local governments to regulate massage businesses and technicians; and,

WHEREAS, the most recent change to the state laws regarding massage took effect on January 1, 2015 through AB 1147; and,

WHEREAS, AB 1147 restored the ability of local governments to regulate and require permits or licenses for massage businesses through their zoning and police powers; and

WHEREAS, the state retains exclusive authority to regulate the practice of massage by individuals, and AB 1147 prohibits local governments from requiring individuals who have been certified by the State to practice massage to obtain a local permit or license; and,

WHEREAS, the City desires to amend Chapter 5.36 to be consistent with AB 1147.

NOW, THEREFORE, the City Council of the City of Wildomar ordains as follows:

SECTION 1. AMENDMENT OF CHAPTER 5.36 OF THE CODE.

Chapter 5.36 of the Wildomar Municipal Code is amended in its entirety to now read as shown on Exhibit "1" to this Ordinance.

SECTION 2. 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 3. EFFECTIVE DATE.

This Ordinance shall take effect 30 days from its passage by the City Council.

SECTION 4. PUBLICATION.

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 posting procedure authorized under Government Code Section 36933(c).

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

EXHIBIT “1”

Chapter 5.36 MESSAGE BUSINESSES

5.36.010 Definitions.

Whenever, in this chapter, the following terms are used, they shall have the meaning ascribed to them in this section unless it is apparent from the context thereof that some other meaning is intended.

“CAMTC” means the California Massage Therapy Council.

“City Manager” means the city manager of the City of Wildomar or his or her designee.

“Disqualifying conduct” means any of the following conduct:

1. Within five years of the date of filing of an application for a license or, in the case of revocation or suspension proceedings, within five years of the date of notice of a revocation or suspension hearing, the person has pleaded guilty or no contest to, or been convicted in a court of competent jurisdiction of:
 - a. Any misdemeanor or felony offense which relates directly to the operation of a massage business; or
 - b. Any felony the commission of which occurred on the premises of a massage business.
2. Within five years of the date of the filing of an application for a license or, in the case of revocation or suspension proceedings, within five years of the date of notice of a revocation or suspension hearing, the person has had any massage business license, or a similar license or permit, issued by any state, county or city revoked.
3. Within five years of the date of the filing of the application for a license, or in the case of revocation or suspension proceedings, within five years of the date of notice of a revocation or suspension hearing, the person has pleaded guilty or no contest to, or been convicted in a court of competent jurisdiction of:
 - a. Any violation of Sections 266(h), 266(i), 314, 315, 316, 318, or 647(a) or 647(b) of the California Penal Code;
 - b. Conspiracy or attempt to commit any such offense; or
 - c. Any offense in a jurisdiction outside the State of California which is the equivalent of any of the aforementioned offenses and contains all of the same elements.

4. The person is required to register under Section 290 of the California Penal Code.
5. The person has been subjected to permanent injunction against the conducting or maintaining of a nuisance under Sections 11225 through 11235 of the California Penal Code or any similar provisions of law in a jurisdiction outside the State of California.

“License” means the license to operate a massage business as required by this chapter.

“Licensee” means a person who is issued a massage business license under this chapter.

“Massage” means the scientific manipulation of the soft tissues, including, without limitation, any method of pressure on, or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating the external parts of the human body by any physical or mechanical means, with or without such supplementary aids as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment or other similar preparations. Where applicable, this definition of "massage" may include alternative modalities and techniques including, but not limited to, Reiki, Reflexology, Applied Kinesiology, Hypnotherapy, Polarity Therapy, Positional Release (Strain Counter Strain), Alexander Technique, Bowen Therapy, Feldenkrais Method, Heller Work, Energy Balancing, Trager Therapy, Aromatherapy and Essential Oil Therapy.

“Massage business” means a fixed location where any person performs, or permits to be performed, massage for consideration.

“Massage technician” means any person who, for consideration, administers to another person a massage and who is certified by the CAMTC as a “massage therapist” or “massage practitioner,” as those terms are defined in Business & Professions Code section 4601.

“Outcall massage business” means a massage business that does not operate from a fixed location.

“Person” means any individual, firm, partnership, joint venture, corporation, association, club or organization.

“Practice of massage” means the performance of massage for compensation.

5.36.020 License required to conduct massage business.

- A. No person shall conduct a massage business in the City unless such person is 18 years of age or older, has obtained a business registration pursuant to chapter 5.68 of this code, and possesses a valid massage business license.
- B. No person shall conduct an outcall massage business in the City unless such person is 18 years of age or older, has obtained a business registration pursuant

to chapter 5.68 of this code, and is certified by the CAMTC as a massage therapist or massage practitioner.

5.36.030 Exemptions.

The provisions of this chapter shall not apply to:

- A. Any school approved by the CAMTC as meeting the minimum standards for training and curriculum in massage and related subjects, as defined in Business and Professions Code section 4601(a).
- B. Trainers for any amateur, semi-professional or professional athlete or athletic team or school athletic program.
- C. Licensed hospitals and nursing homes.
- D. Other licensed medical facilities in which massage is performed as a prescribed treatment only on patients of the medical facility.
- E. Barbershops, beauty shops and nail salons provided that any massage services performed or provided are incidental or accessory to the hair and nail services offered and within the scope of any barber's, beautician's, or manicurist's California license.

5.36.040 Massage business operating requirements.

A massage business shall meet the following minimum requirements:

- A. Conduct, or otherwise operate, a massage business only between the hours of 7:00 a.m. and 10:00 P.M.;
- B. Post a list of services available, described in readily understandable language, and the cost of such services in a conspicuous place on the premises in which the massage business is located;
- C. Only persons certified as a massage practitioner or massage therapist by the CAMTC shall be permitted to engage in the practice of massage within a massage business.
- D. Display the massage business license, and a copy of the CAMTC certificate of each massage technician that engages in the practice of massage therein, in a conspicuous place in the premises in which the massage business is located;
- E. Maintain a record which includes the date and time of each massage, the name and address of the patron, the name of the person administering such massage and the type of massage given. Such records shall be made available, upon request, for inspection by the City Manager. The information contained in such records shall be confidential;

- F. Provide a minimum of one toilet and wash basin facility. Each wash basin shall be provided with soap or detergent and single service towels placed in permanently installed dispensers. A trash receptacle shall be provided in each room where such facilities are located.
- G. Maintain lighting intensity of not less than 70 foot candle power at floor level in any public room, enclosure, or hallway and in each private room or enclosure where massages are administered;
- H. Maintain walls, ceilings, floors, pools, showers, bathtubs, water basins, toilets, wet and dry heat rooms, steam or vapor rooms and cabinets and all other facilities in good repair and in a clean and sanitary condition. Showers, water basins, toilets, wet and dry heat rooms, steam or vapor rooms, and cabinets and compartments shall be thoroughly cleaned at least once each day the massage business is in operation. Bathtubs shall be thoroughly cleaned after each use;
- I. Provide clean and sanitary towels, sheets and linens for each patron. No common usage of towels, sheets and linens shall be permitted. Towels, sheets and linens shall be provided in sufficient quantity and shall not be used by more than one person unless such towels, sheets and linens have been relaundered. Heavy white paper may be substituted for sheets; provided, however, that such paper is used only for one person and then discarded into a sanitary receptacle. Separate closed cabinets or containers shall be provided for the storage of clean and soiled towels, sheets and linens, and such cabinets or containers shall be plainly marked: "clean linen" and "soiled linen";
- J. Provide disinfecting agents and sterilizing equipment sufficient to assure the cleanliness and safe condition thereof for any instruments used in the performance of any massage and such instruments must be disinfected and sterilized after each use;
- K. Provide a massage table or chair in each room or enclosure where massage is performed. All sides of the table or chair must be positioned at least two feet from the nearest wall to allow access to the table on all sides. Foam pads at least two inches thick with a minimum width of two feet and a maximum width of four feet may be used on a massage table, provided that such pads are covered with durable, washable plastic or other waterproof material;
- L. All exterior doors to the massage business shall remain unlocked during business hours, except that exterior doors may be locked if the massage business is owned by one person with one or no employees or independent contractors;
- M. Massage technicians practicing massage within the massage business shall be clothed in a manner that is consistent with the requirements of Business & Professions Code section 4609(a)(10) while engaged in the practice of massage or visible to clients of the massage business.

5.36.050 Application for massage business license and renewals.

- A. Applications for a massage business license, or for a renewal of such license, shall be filed with the City Manager on forms prescribed by the City, and shall be signed under penalty of perjury. The City Council may establish by resolution fees for initial and renewal applications to defray the cost of processing each such applications. The application shall include all of the following information:
1. The location, mailing address and all telephone numbers of the massage business.
 2. A site plan depicting the building or unit proposed for the massage business and a dimensional interior floor plan depicting how the massage business will comply with all applicable requirements of this chapter.
 3. A description of the type of ownership of the massage business.
 - a. If the applicant is a corporation, the application must state the name of the corporation exactly as shown in its articles of incorporation, the date of incorporation and the names and residence addresses of each of the officers and directors of such corporation and of each stockholder owning more than ten percent of the stock of the corporation, and the address of the corporation itself, if different from the address of the massage business.
 - b. If the applicant is a partnership, the names and addresses of each of the partners including limited partners, and the address of the partnership itself, if different from the address of the massage business must be provided.
 - c. An applicant corporation or partnership must designate one of its officers or partners to act as the responsible officer and such designated person must sign all application forms required of an individual applicant. Such responsible officer must at all times meet the requirements set forth in this chapter, or the license will be suspended until a new responsible officer who meets all such requirements is designated.
 4. The following personal information:
 - a. Name and residence address of each applicant.
 - b. The two previous residential addresses immediately prior to the present address of the applicant.
 - c. Proof that the applicant is at least 18 years of age.
 - d. The applicant's height, weight, color of eyes and hair, and sex.

- e. Photo identification which may be either a driver's license, state issued identification card, or passport.
 - f. Upon submission of the initial license application: Three portrait photographs of the applicant at least two inches by two inches and a complete set of the applicant's fingerprints. If the applicant is a corporation, three portrait photographs at least two inches by two inches of all officers and managing agents of such corporation and a complete set of the same officers' and agents' fingerprints. If the applicant is a partnership, three portrait photographs at least two inches by two inches in size of each partner, including a limited partner in such partnership, and a complete set of each partner's or limited partner's fingerprints. All sets of fingerprints must be taken by the city's law enforcement agency.
 - g. Business, occupation, or employment of the applicant for the three years immediately preceding the date of application.
 - h. The message or similar business license history of the applicant. Such information must include a statement as to whether or not such person, in operating a massage business under a permit or license, has had such permit or license revoked or suspended and the reasons for such revocation or suspension. Such information must also include the business, activity or occupation the license applicant engaged in subsequent to such action of revocation or suspension.
 - i. All criminal convictions other than misdemeanor traffic violations, including the dates of convictions, nature of the crimes and place convicted, and full statement of the disposition of all such actions.
5. The hours of operation and a detailed description of all services to be provided at the massage business. If the list of services required to be posted under this chapter will be in any language other than in English, such list must accompany the application for a license, and a translated copy of the list must also be submitted in English.
 6. The name and address of any massage business owned or operated by any applicant.
 7. A description of any other business to be operated on the same premises or on adjoining premises owned or controlled by the applicant.
 8. Proof of consent to the operation of a massage business by the property owner or the owner's authorized agent. Continuing proof of such consent is also required at the time of license renewal.
 9. Authorization for the city and its agents to seek information and conduct an investigation into the truth of the statements set forth in the application

and the qualifications of the applicant for the license and to inspect the premises of the proposed massage business.

10. Such other information as may reasonably be deemed necessary by the City Manager.
 11. A dated statement signed by the applicant certifying under penalty of perjury that the information contained in the application is true and correct.
- B. All licenses shall be valid for a period of one year following issuance. Applications for renewal thereof shall be filed no more than 60 days and no less than 30 days prior to the expiration of such period. No application for renewal shall be filed with, or accepted by, the City Manager after the expiration of such period.
- C. Upon receipt of an application for a massage business license or renewal thereof, the City Manager shall cause an inspection to be made of the premises within which a massage business is to be conducted within 20 days to ascertain if such premises are in compliance with the provisions of this chapter, other applicable ordinances of the City and the laws of the State of California. If such premises are not in compliance, the City Manager shall notify the applicant, in writing, of the deficiencies, and shall cause the re-inspection of such premises to be made upon written request by the applicant; provided, however, that such request for re-inspection is made within 30 days after notice of noncompliance has been given by the City Manager.
- D. Upon receipt of an application for a massage business license or renewal thereof, the City Manager shall investigate the truth of the matters set forth in the application and may cause an inspection of the premises to be conducted. The City Manager may make inquiries to any office or City department and to any federal, state or local agency which the City Manager deems essential to carry out a proper investigation of the applicant.

5.36.060 Grounds for denial, suspension or revocation of a license.

- A. The City Manager may deny an application for any massage business license, or renewal thereof, if he or she finds:
1. That the applicant has knowingly made any false, misleading or fraudulent statement of a material fact in the application or any document in connection therewith;
 2. That the applicant has engaged in disqualifying conduct;
 3. That the massage business premises are not in compliance with the provisions of this chapter, other applicable ordinances of the City, and the laws of the State of California; or
 4. That the applicant is less than 18 years of age.

- B. The City Manager may suspend or revoke a massage business license if he or she finds:
1. That the licensee has violated any of the provisions, or failed to comply with any of the requirements, of this chapter;
 2. That the licensee has engaged in disqualifying conduct;
 3. The licensee has engaged in fraud, misrepresentation or made a false statement in connection with the operation of the massage business;
 4. The licensee has continued to operate the massage business after the license has been suspended;
 5. A person has engaged in the practice of, or offered to engage in the practice of, massage at the licensee's massage business who does not have a valid massage practitioner or massage therapist certification from the CAMTC;
 6. A person has engaged in disqualify conduct at the licensee's massage business.

5.36.070 Appeal.

If, after an investigation, the City Manager proposes to suspend or revoke a license or deny an application for such license, he or she shall prepare a notice of such intention setting forth the reasons therefor, and such notice shall be served personally on the licensee or applicant, or sent by registered or certified mail, postage prepaid, return receipt requested, to the licensee's or applicant's address as provided in the application. The notice shall set a date, time and place for a hearing relative to such suspension, revocation or denial before the City Manager, which date shall be not less than 10 days after service of the notice. Unless the licensee or applicant requests to be heard at the time and place specified in such notice within seven days after service thereof, the proposed decision set forth in the notice shall be final as of the date set for hearing by such notice. If a hearing is requested and the City Manager decides to suspend or revoke the license, or deny the application, the licensee or applicant may appeal the decision by filing with the City Clerk, within 10 days after the date of such decision, a written notice of appeal briefly setting forth the reasons why such suspension, revocation or denial is not proper, otherwise such decision shall be final. The City Clerk shall give written notice of the time and place of the hearing to the appellant. Such appeal shall be heard by the City Council which may affirm, amend or reverse the decision or take such other action as it deems appropriate. In conducting the hearing, the Council shall not be limited by the technical rules of evidence.

5.36.080 Inspection.

The City Manager may, from time to time, cause an inspection to be made of the premises and facilities of each massage business located within the City of Wildomar to ensure compliance with this chapter.

5.36.090 Licenses not transferable.

No license issued pursuant to this chapter shall be transferable from one person to another. A massage business license shall be issued for a specific location, and shall in no event be transferable from one location to another.

5.36.100 Violations – Penalties.

Any person or licensee violating any of the provisions, or failing to comply with any of the requirements, of this chapter shall be guilty of a misdemeanor and upon conviction thereof, shall be punishable by a fine not to exceed \$1,000.00 or imprisonment for a period of not more than six months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

5.36.110 Other remedies

The provisions of Section 5.36.100 are to be construed as added remedies and not in conflict or derogation of any other actions or proceedings or remedies otherwise provided by law.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: August 12, 2015

TO: Mayor and City Council Members
FROM: Matthew C. Bassi, Planning Director
SUBJECT: Local CEQA Guidelines & Procedures

STAFF REPORT

RECOMMENDATION:

The Planning Commission recommends the City Council adopt a Resolution entitled:

RESOLUTION NO. 2015-_____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, ESTABLISHING THE CITY OF
WILDOMAR LOCAL CEQA GUIDELINES AND PROCEDURES

BACKGROUND:

Public Resources Code Section 21082 and Section 15022 of the State's California Environmental Quality Act ("CEQA") Guidelines requires public agencies to "adopt objectives, criteria, and specific procedures consistent with CEQA and these Guidelines for administering its responsibilities under CEQA, including the orderly evaluation of projects and preparation of environmental documents." Section 15022 gives public agencies the option of adopting the State's CEQA Guidelines by reference and then modifying the Guidelines as necessary, or adopting a complete set of procedures on its own.

Section 15022 lists the topics that local CEQA procedures should address. These topics are:

1. Identifying the activities that are exempt from CEQA
2. Conducting initial studies
3. Preparing negative declarations
4. Preparing draft and final EIRs
5. Consulting with and obtaining comments from other public agencies and member of the public
6. Assuring adequate opportunity and time for public review and comment on a draft EIR or negative declaration.
7. Evaluating and responding to comments
8. Assigning responsibility for determining the adequacy of an EIR or negative declaration.

9. Reviewing and considering environmental documents by the decision-making person or body.
10. Filing documents
11. Providing comments on environmental documents
12. Assigning responsibility for specific functions to units of the public agency.
13. Providing time periods for performing functions under CEQA.

Planning Commission Action:

The Planning Commission reviewed the draft Local CEQA Guidelines and Procedures manual at their July 15, 2015 meeting. There were no comments received on this agenda item from the general public. After Commission discussion with no changes, it was moved by Commissioner Smith and seconded by Commission Bidwell to adopt PC Resolution No. 2015-19 recommending City Council adoption of the Local CEQA Guidelines manual. The vote 4–0-1 (Brown Absent).

DISCUSSION

The proposed Local CEQA Guidelines and Procedures reflect the City’s existing practices with respect to CEQA compliance for projects. These Local CEQA Guidelines and Procedures memorialize current practices into a formal document that may be adopted by the City Council.

Section 15022 of the State CEQA Guidelines requires public agencies to adopt local procedures, but also requires those local procedures to be consistent with CEQA and the State CEQA Guidelines. Therefore, much of the Local CEQA Guidelines and Procedures restates what is already required by law but in a manner that is specific to the City of Wildomar.

However, in certain cases these Local CEQA Guidelines and Procedures go above and beyond what is required by law. For example, Section 7.4.5 of the Local CEQA Guidelines and Procedures lists the ways in which the public can access a copy of a Draft EIR during the public review period. The CEQA Guidelines only require that a copy be readily available at the offices of the public agency, and through the State Clearinghouse (in some cases). Section 7.4.5 commits to filing all Draft EIRs with the State Clearinghouse and making Draft EIRs available on the City’s website.

FISCAL IMPACT

There are no fiscal impact from adoption of the proposed Local CEQA Guidelines and Procedures.

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

- A. Resolution No. 2015-____
Exhibit "A" – Wildomar Local CEQA Guidelines and Procedures

ATTACHMENT A

Resolution No. 2015-_____

RESOLUTION NO. 2015 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, ESTABLISHING THE CITY OF
WILDOMAR LOCAL CEQA GUIDELINES AND PROCEDURES**

WHEREAS, the California Environmental Quality Act of 1970, as amended (“CEQA”), governs the environmental review and approval process of development within the City; and

WHEREAS, the provisions of CEQA are contained in Public Resources Code Section 21000 and following, and in the accompanying State CEQA Guidelines, which are set forth in Title 14 of the California Code of Regulations Section 15000 and following; and

WHEREAS, Public Resources Code Section 21082 and Section 15022 of the State CEQA Guidelines require that each public agency adopt objectives, criteria, and specific procedures consistent with CEQA and the State CEQA Guidelines for the purpose of administering the public agency’s responsibilities under CEQA; and

WHEREAS, the City desires to adopt the Local CEQA Guidelines and Procedures in order to fulfill its obligations under CEQA and the State Guidelines, protect local and regional resources in a manner that reflects local values, and translate the myriad of State laws and judicial interpretations regarding CEQA into a precise guide for use by the City, project proponents and the general public; and

WHEREAS, on July 15, 2015 the Planning Commission, during a regularly scheduled meeting, considered the Local CEQA Guidelines and Procedures, and recommended City Council adoption; and

WHEREAS, on August 12, 2015, the City Council, during a regularly scheduled meeting and upon recommendation from the Planning Commission, considered the Local CEQA Guidelines and Procedures.

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

SECTION 1. CITY COUNCIL ACTION.

The City Council hereby takes the following actions:

1. Adoption of a Categorical Exemption: The City Council hereby finds that the approval of the City of Wildomar Local CEQA Guidelines and Procedures manual is exempt from CEQA review under State CEQA Guideline Section 15061(b)(3) because it can be seen with certainty that there is no possibility these Local CEQA Guidelines and Procedures will have a significant effect on the environment, and directs the Planning Director to prepare and file a Notice of Exemption (NOE) with the Riverside County Clerk within five (5) working days of Council adoption.

2. Adoption of Local CEQA Guidelines and Procedures: The City Council, upon recommendation of the Planning Commission, hereby adopts the attached Resolution establishing the City of Wildomar Local CEQA Guidelines and Procedures, attached hereto and incorporated herein as Exhibit "A."

PASSED, APPROVED AND ADOPTED this 12th day of August, 2015

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

EXHIBIT "A"

WILDOMAR LOCAL CEQA GUIDELINES AND PROCEDURES



“DRAFT”

CITY OF WILDOMAR

LOCAL CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES & PROCEDURES

Adopted this _____, of _____, 2015

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CITY OF WILDOMAR

LOCAL CEQA GUIDELINES & PROCEDURES

SECTION 1 – PURPOSE/AUTHORITY

The purpose of these procedures is to provide officials of the City and private individuals with the environmental review requirements as set forth in Sections 21000, et seq., of the Public Resources Code (California Environmental Quality Act of 1970 (CEQA)), as amended, and consistent with the Guidelines for Implementation of CEQA, adopted by the California Department of Resources and found in Division 6, Title 14 of the California Administrative Code. The purpose of the City's Local CEQA Guidelines and Procedures is to streamline the environmental review process consistent with State Law.

Section 1.1 – Application

These Local CEQA Guidelines and Procedures apply to all projects, both public and private, requiring approval by the City of Wildomar.

Section 1.2 – CEQA and CEQA Guidelines

CEQA and the CEQA Guidelines as adopted and amended by the State of California are hereby incorporated by reference into Wildomar's Local CEQA Guidelines and Procedures. Specific sections of CEQA and the CEQA Guidelines may be restated in this document for emphasis and clarification. In the event of a conflict between this document and CEQA and the CEQA Guidelines, CEQA and the CEQA Guidelines shall control and operate in the City of Wildomar.

Section 1.3 – Revisions

All revisions to these Local CEQA Guidelines and Procedures shall be approved by Resolution of the City Council.

SECTION 2 – DEFINITIONS AND RESPONSIBILITIES

Section 2.1 – Definitions

For the purpose of these Local CEQA Guidelines and Procedures, certain words and phrases are defined as set forth below. The definitions set forth in CEQA and the CEQA Guidelines are hereby incorporated by reference as though fully set forth herein.

A. Applicant

“Applicant” shall mean the person, entity, City department, or agency which has made application to the City for review or Approval of any activity which is deemed a Project pursuant to CEQA.

B. Approval

“Approval” shall mean the decision by the City which commits the City to a definite course of action in regard to a Project intended to be carried out by any person. With private Projects, Approval occurs upon the earliest commitment to issue or the issuance by the public agency of a discretionary contract, grant, subsidy, loan or other form of financial assistance, lease, permit, license, certificate or other entitlement for use of the Project.

C. Categorical Exemption

“Categorical Exemption” shall mean an exemption from CEQA for a class of projects based on a finding from the State Secretary of Resources that the class of projects does not have a significant effect on the environment (See Sections 15300 et seq. of the CEQA Guidelines).

D. CEQA

“CEQA” shall mean the California Environmental Quality Act of 1970, California Public Resources Code Sections 21000 et seq., as amended.

E. CEQA Guidelines

“CEQA Guidelines” shall mean the Guidelines for the Implementation of CEQA, Sections 15000 et seq., Division 6 of Title 14 of the California Administrative Code, as amended, and as adopted by the California Department of Resources.

F. City

“City” shall mean the City of Wildomar.

G. City Council

“City Council” shall mean the City Council of the City of Wildomar.

H. Decision-making Body

“Decision-making Body” shall mean the person, commission or council which has authority by law or ordinance to make a final decision to approve or disapprove the Project at issue.

I. Discretionary Project

“Discretionary Project” shall mean a project which requires the exercise of judgment or deliberation when the City decides to approve or deny a particular activity, as distinguished from situations where the City merely has to determine whether there has been conformity with applicable statutes, ordinances, or regulations (e.g., ministerial project). Examples of discretionary projects include, but are not limited to, general plan amendments, changes of zone, subdivisions, conditional use permits, and plot plans.

J. Environment

“Environment” shall mean the physical conditions which exist within the area which will be affected by a proposed project, including, but not limited to, land, air, water, minerals, flora, fauna, ambient noise, and objects of historical or aesthetic significance. The environment includes both natural and manmade conditions.

K. Environmental Impact Report (EIR)

“EIR” shall mean a detailed statement prepared under CEQA describing and analyzing the significant environmental impacts of a project and discussing ways to mitigate or avoid the impacts. The term EIR may mean either a Draft or Final EIR.

1. “Draft EIR” means an EIR that undergoes public review and contains the information specified in Sections 15120 et seq. of the CEQA Guidelines and Section 7 of these Local CEQA Guidelines and Procedures.
2. “Final EIR” means an EIR consisting of the Draft EIR, comments received during the public review process, a list of persons commenting, and the responses of the Lead Agency to the comments received. The Final EIR is described in Section 15132 of the CEQA Guidelines and Section 7 of these Local CEQA Guidelines and Procedures.

L. Initial Study

“Initial Study” shall mean a preliminary analysis prepared by the Lead Agency to determine whether an EIR, Negative Declaration, or Mitigated Negative Declaration must be prepared or to identify the significant impacts to be analyzed in an EIR.

M. Lead Agency

“Lead Agency” shall mean the public agency which has the principal responsibility for carrying out or approving a project. The Lead Agency will decide whether an

EIR, Negative Declaration, or Mitigated Negative Declaration will be required for a project and will cause the document to be prepared.

N. Ministerial Project

“Ministerial Project” shall mean a governmental decision involving little or no personal judgment by the City (e.g., issuance of a building permit). The City merely applies the law to the facts as presented but uses no special discretion or judgment in reaching a decision.

O. Mitigation Measure

“Mitigation Measure” shall mean a condition or change to a project for the purpose of avoiding or reducing one or more of the project’s potentially significant adverse environmental impacts.

P. Mitigated Negative Declaration (MND)

“Mitigated Negative Declaration” shall mean a Negative Declaration prepared when an Initial Study has identified potentially significant impacts, but revisions to the project or Mitigation Measures made by or agreed to by the applicant clearly reduces the impacts of the proposed project to less than significant levels, and there is no substantial evidence in light of the whole record that the project, as revised, may have a significant impact. applicant

Q. Mitigation Monitoring and Reporting Program

“Mitigation Monitoring and Reporting Program” or “MMRP” shall mean the program for reporting on or monitoring changes the City has required in a project or made a condition of approval of a project to mitigate or avoid significant impacts that is approved by the City at the time an MND is approved or an EIR is certified.

S. Negative Declaration (ND)

“Negative Declaration” shall mean a written statement by the Lead Agency briefly describing the reasons a proposed project, not otherwise exempt from CEQA, will not have a significant impact on the environment and does not require the preparation of an EIR.

T. Planning Commission

“Planning Commission” shall mean the Planning Commission of the City of Wildomar.

U. Planning Director

“Planning Director” shall mean the Planning Director of the City of Wildomar, or his or her designee.

V. Project

“Project” shall mean the whole of an action which has the potential for resulting either in a direct physical change to the environment, or reasonably foreseeable indirect physical changes to the environment (reference Section 15378 of the CEQA Guidelines).

W. Responsible Agency

“Responsible Agency” shall mean a public agency other than the Lead Agency which has discretionary approval power over a project.

X. Significant Impact

“Significant Impact” shall mean a substantial, or potentially substantial, adverse change in any of the physical conditions within an area affected by the proposed project including, but not limited to, land, air, water, minerals, flora, fauna, ambient noise, and objects of historical and aesthetic significant. An economic or social change by itself shall not be considered a significant impact on the environment, but may be considered in determining whether the physical change is significant.

Y. Statement of Overriding Considerations

“Statement of Overriding Considerations” shall mean the written determination made by the decision-making body in conjunction with the certification of an EIR for a project that has significant impacts that cannot be feasibly mitigated to less than significant levels that the project’s remaining significant impacts are acceptable due to overriding concerns as described in Section 15093 of the CEQA Guidelines.

Z. Substantial Evidence

“Substantial Evidence” shall mean enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions may also be reached. Whether a fair argument can be made is determined by examining the whole record before the Lead Agency. Argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly erroneous or inaccurate, or evidence of social or economic impacts which do not contribute to or are not caused by physical impacts on the environment does not constitute substantial evidence. Substantial evidence shall include facts, reasonable assumptions predicated on facts, and expert opinion supported by facts.

AA. Trustee Agency

“Trustee Agency” shall mean a State Agency having jurisdiction by law over natural resources affected by a proposed project which are held in trust for the people of the State of California.

Section 2.2 – Responsibilities

For the purpose of these Local CEQA Guidelines and Procedures, the following procedural responsibilities are to be followed:

A. City Council

When the City Council is the final decision-making body on a project, the City Council has the authority for certifying Final EIRs, and approving Mitigated Negative Declarations, Negative Declarations, and Categorical Exemptions.

In accordance with Section 11 of these Local CEQA Guidelines and Procedures, the City Council also acts as the appeal board for Planning Commission decisions on environmental determinations, including Finals EIRs, Negative Declarations, Mitigated Negative Declarations, and Categorical Exemptions.

B. Planning Commission

When the Planning Commission is the final decision-making body on a project, the Planning Commission has the authority for certifying Final EIRs, and approving Mitigated Negative Declarations, Negative Declarations and Categorical Exemptions. When the Planning Commission acts as an advisory body on a project, the Planning Commission shall review and make a recommendation on the environmental document to the City Council.

In accordance with Section 11 of these Local CEQA Guidelines and Procedures, the Planning Commission also acts as the appeal board for Planning Director decisions on Categorical Exemptions.

C. Planning Director

When the Planning Director is the final decision-maker on a project, the Planning Director has the authority for approving Categorical Exemptions. The Planning Director does not have the authority to certify Final EIRs or approve Mitigated Negative Declarations or Negative Declarations.

The Planning Director shall make all determinations on the level of environmental review required for all projects. The Planning Director also directs the preparation of all environmental documents.

D. Planning Department

The Planning Department, under the direction of the Planning Director, is responsible for the coordination and implementation of the City's Local CEQA Guidelines and Procedures. The Planning Department is also responsible for the preparation and processing of all environmental documents as well as preparing and filing all applicable environmental notices, including the filing of Notices of Determination and Notices of Completion.

SECTION 3 – GENERAL POLICIES

Section 3.1 – General Policies

The City Council finds that:

- A. Every citizen has a responsibility to contribute to the preservation and enhancement of the environment.
- B. It is the intent of the City Council that all departments and contract staff of the City which regulate activities of private individuals, corporations, and public agencies, including the City itself, which are found to affect the quality of the environment, shall regulate such activities so that major considerations are given to preventing environmental damage.

Section 3.2 – General Purpose of CEQA

The City Council further finds that the basic purposes of CEQA are:

- A. Inform governmental decision-makers and the public about the potential significant environmental impacts of proposed projects.
- B. Identify ways that environmental impacts can be avoided or significantly reduced.
- C. Prevent significant, avoidable impacts to the environment by requiring changes in projects through use of alternatives or mitigation measures when the City finds the changes to be feasible.
- D. Disclose to the public the reasons why the City approved the project if significant environmental impacts are involved.

Section 3.3 – Reducing Delay and Paperwork

The City Council further finds that the City shall reduce delay and paperwork in implementing these procedures by:

- A. Integrating the CEQA process into the early stages of a project.
- B. Identifying projects that are exempt from CEQA under either a Statutory Exemption or Categorical Exemption as early as is possible, in accordance with Article 18 & 19 of the CEQA guidelines.
- C. Using initial studies to identify significant environmental impacts and, thereby, narrow the scope of environmental documents.

- D. Using a Negative Declaration when a project not otherwise exempt from CEQA will not have a significant impact on the environment.
- E. Using a Mitigated Negative Declaration when a project not otherwise exempt from CEQA will not have a significant impact on the environment with the incorporation of mitigation measures or changes to the project.
- F. Using a previously prepared environmental document when it adequately addresses the impacts of the proposed project.
- G. Urging applicants, either before or after the filing of an application, to revise projects to eliminate potential significant environmental impacts, thereby, enabling the project to qualify for a Mitigated Negative Declaration or Negative Declaration instead of an EIR.
- H. Eliminating repetitive discussions of the same issues by utilizing EIRs on programs, policies, or plans to narrow the scope of discussion in environmental documents for narrower projects.
- I. Mentioning only briefly issues other than significant environmental impacts in EIRs.
- J. Writing environmental documents in plain language.
- K. Using incorporation by reference whenever possible.
- L. Using electronic files (e.g., pdf's, CD's or similar) for all environmental documents, whenever feasible, including supporting technical studies associated with a project. Further, distribution of all environmental documents, including supporting technical studies, to Trustee and Responsible Agencies, local agencies and interested persons shall be in electronic format.
- M. Considering compliance with all existing federal, state and local laws, regulations and procedures designed to address environmental impacts during the analysis of whether a project will have a significant impact without mitigation.

Section 3.4 – General Responsibilities

For the purpose of these Local CEQA Guidelines and Procedures, the following general responsibilities are to be followed:

- A. It is the responsibility of the Planning Director, as authorized by the City Council, to ensure that all City departments, employees, contract staff and environmental consultants comply with the provisions of CEQA, the CEQA Guidelines, and these Local CEQA Guidelines and Procedures. Whether the City prepares the

environmental document itself or contracts for its preparation, the City is entirely responsible for the adequacy and objectivity of the document.

- B. The City will endeavor to carry out its responsibilities for preparing and reviewing environmental documents within a reasonable period of time, as prescribed within state law, so as not to cause undue delays in processing of applications for permits or other entitlements. An unreasonable delay by an applicant in meeting requests by the City necessary for the preparation of a Negative Declaration, Mitigated Negative Declaration and/or an EIR shall suspend the running of the time periods described in Sections 15107 and 15108 of the CEQA Guidelines for the period of the unreasonable delay.

SECTION 4 – ENVIRONMENTAL DETERMINATIONS

Once a project application has been filed with the City, the Planning Director will review the project and make an initial environmental determination. The determination will generally follow the process outlined in Appendix A (CEQA Process Flow Chart) of the CEQA Guidelines.

Section 4.1 – Preliminary Evaluation

The preliminary evaluation consists of determining whether or not the proposal is a project, whether it is a Discretionary Project or Ministerial Project, or is exempt from CEQA under a Statutory Exemption or Categorical Exemption, or was adequately reviewed in a previous environmental document. These steps are sequential and are described below.

Section 4.1.1 – No Project, Ministerial, Statutory Exemption

The Planning Director shall determine whether the proposal is a project, and if so whether the project is a ministerial or discretionary project, or exempt from CEQA under a Statutory Exemption. If it is determined that the project is ministerial or exempt under a Statutory Exemption, no further environmental review is required. Please refer to Section 5 of these Local CEQA Guidelines and Procedures for a more detailed discussion of ministerial projects and Statutory Exemptions and the process for filing a Notice of Exemption with the Riverside County Clerk.

Section 4.1.2 – Categorical Exemptions

If the proposal is determined to be a discretionary project and is not covered by a Statutory Exemption, the project will be reviewed to determine if the project qualifies for a Categorical Exemption as contained in Section 5 of these Local CEQA Guidelines and Procedures and the CEQA Guidelines. If the project qualifies for a Categorical Exemption, that recommendation will be made to the decision-making body as part of the project consideration proceedings. The decision-making body will make the final determination that the project is categorically exempt. The process for filing a Notice of Exemption Riverside County Clerk is contained in Section 5 of these Local CEQA Guidelines and Procedures.

Section 4.1.3 – Previous Environmental Document

If the proposal is a discretionary project that does not qualify for a statutory or Categorical Exemption, the project may have been adequately reviewed in a previous EIR, Mitigated Negative Declaration, or Negative Declaration. If this determination is made based on review of the previous environmental document, and taking into account current site and cumulative conditions (reference CEQA Guidelines 15162 through 15164), the city may determine to prepare an addendum or supplement to the previous environmental document, or conclude that no further environmental review is required, and that any mitigation measures from the previous environmental document shall be incorporated into the proposed project.

Section 4.2 – Initial Study

If a proposed project does not meet any of the requirements contained in Section 4.1, the project is required to undergo further environmental review through the Initial Study process. Alternatively, if an EIR will be clearly required for a project, the City may skip the Initial Study and begin work directly on the EIR. The Planning Department will prepare the Initial Study, or have it prepared under their direction. The Initial Study will determine whether a Negative Declaration, Mitigated Negative Declaration, or an EIR is required for the proposed project. The Planning Director may request additional environmental information from the applicant in order to make the environmental determination. Failure to completely provide the additional information may delay processing of the project. The standard Initial Study/Environmental Checklist is provided in Appendix B.

Section 4.2.1 – Significance Determination

If the Initial Study determines, based on substantial evidence in light of the whole record, that a project may have one or more significant or potentially significant impacts on the environment, then an EIR must be prepared. However, if revisions or mitigation measures can be applied to the project that would clearly reduce all impacts to a level of insignificance, and these revisions or mitigation measures are agreed to by the applicant, then a Mitigated Negative Declaration can be prepared. Please refer to Section 6 of these Local CEQA Guidelines and Procedures for the Mitigated Negative Declaration process, and Section 7 of these Local CEQA Guidelines and Procedures for the EIR process. The criteria for determining a significant impact on the environment are contained in the CEQA Guidelines.

SECTION 5 – PROJECTS EXEMPT FROM ENVIRONMENTAL REVIEW

Projects that are ministerial, categorically exempt, or are statutorily exempt do not require the preparation of an EIR, Mitigated Negative Declaration, or Negative Declaration. The City may file a Notice of Exemption (Appendix E of the CEQA Guidelines) with the Riverside County Clerk in accordance with the time limits prescribed by CEQA after the project is approved.

Section 5.1 – Ministerial Projects

When a project involves an approval that contains elements of both a ministerial action and a discretionary action, or the Planning Director determines that the project may have environmental impacts that may require further review, the project will be deemed to be discretionary and will be subject to the requirements of CEQA and the CEQA Guidelines.

Section 5.2 – Categorical Exemptions

Section 15300 et seq. of the CEQA Guidelines lists the projects, as determined by the State Secretary of Resources, that do not have a significant impact on the environment. These classes of projects are declared to be categorically exempt from CEQA and do not require the preparation of an environmental document. However, certain exceptions apply to these projects as noted in Section 5.2.1 of these Local CEQA Guidelines and Procedures. If any of these exceptions apply, the project is no longer categorically exempt and the appropriate environmental document must be prepared.

Section 5.2.1 – Exceptions

A Categorical Exemption shall not be applicable if any of the following conditions apply to a project.

1. **Location**

Categorical Exemption classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to be exempt in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

2. **Cumulative Impact**

All Categorical Exemptions are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time, is significant.

3. Unusual Circumstances

A Categorical Exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant impact on the environment due to unusual circumstances. A potentially significant impact in and of itself is not an “unusual circumstance,” though it may be indicative of the existence of an unusual circumstance. Determining whether this exception applies involves a two-step analysis. First, a determination whether unusual circumstances exist must be made, supported by substantial evidence. If it is determined that unusual circumstances exist, then the second step is determining whether the unusual circumstances give rise to a reasonable possibility that the activity will have a significant impact on the environment. If a fair argument can be made that the unusual circumstances may result in a significant impact, then the exception applies and the activity cannot be categorically exempt.

4. Scenic Highways

A Categorical Exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, or within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted Mitigated Negative Declaration or certified EIR.

5. Hazardous Waste Sites

A Categorical Exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

6. Historical Resources

A Categorical Exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historic resource, as defined and discussed in CEQA Guideline 15064.5(a)-(b).

Section 5.3 – Statutory Exemption

Certain other projects are exempt from CEQA by statute. Those statutes are listed in Section 15260 et seq. of the CEQA Guidelines.

Section 5.4 – Notice of Exemption (NOE)

When the City determines that a project is exempt from the requirements of CEQA, it may file a Notice of Exemption (Appendix E of CEQA) in accordance with Section 15062 of the CEQA Guidelines. The filing of the NOE with the County Clerk starts a 35 day statute of limitations on legal challenges to the City’s decision that the project is exempt from CEQA.

SECTION 6 – NEGATIVE/MITIGATED NEGATIVE DECLARATION PROCESS

Section 6.1 – Negative Declaration

A Negative Declaration (ND) shall be prepared if the initial study shows that the proposed project will not have significant impact on the environment. The Planning Director will prepare the Negative Declaration for adoption by the decision-maker. The contents and processing of a Negative Declaration are described in Sections 6.3 and 6.4 of these Local CEQA Guidelines and Procedures.

Section 6.2 – Mitigated Negative Declaration

A Mitigated Negative Declaration (MND) shall be prepared if the Initial Study finds:

- A. The proposed project may have possible adverse environmental impacts on the environment, but through revisions to the project or the imposition of mitigation measures, such impacts are mitigated or avoided so that clearly no significant impacts remain, and
- B. There is no substantial evidence in the entire record that significant impacts would result from the project as revised or mitigated.

The applicant must agree to these revisions or mitigation measures before the Mitigated Negative Declaration can be released for public review. This agreement is accomplished by the applicant signing the Determination Page of the MND document. Once the Determination Page of the MND is signed by the applicant, the Planning Director will release the Mitigated Negative Declaration for public review and process the document for adoption by the decision-makers. The decision-makers shall make all mitigation measures conditions of project approval. Notwithstanding the foregoing, Mitigation Measures may be altered, deleted, or added after the Mitigated Negative Declaration is released for public review as a result of the public review and approval process.

The contents and processing of a Mitigated Negative Declaration are described in Sections 6.3 and 6.4 of these Local CEQA Guidelines and Procedures.

Section 6.3 – Contents of Negative/Mitigated Negative Declarations

The Negative/Mitigated Negative Declaration must contain all of the items required in Section 15071 of the CEQA Guidelines.

Section 6.4 – Processing of Negative/Mitigated Negative Declarations

Section 6.4.1 – Public Notice and Review

A Notice of Intent (NOI) to Adopt a Negative/Mitigated Negative Declaration shall be prepared in accordance with Section 15072 of the CEQA Guidelines. The City has adopted the following minimum noticing standards in accordance with Section 15072 of the CEQA Guidelines:

1. The Notice of Intent/Notice of Availability shall be published one time in the Press Enterprise, or similar local newspaper of general circulation, prior to releasing the ND/MND for public review.
2. The Notice of Intent/Notice of Availability shall be submitted to the Riverside County Clerk prior to releasing the ND/MND for public review in accordance with the time limits prescribed by CEQA.
3. Mailing the Notice of Intent to organizations and individuals who have requested such notice in writing.

The Negative/Mitigated Negative Declaration document shall be made available for public review in the following manner:

1. A hard copy of the ND/MND will be made available for review at the Wildomar Planning Department. Copies of the technical appendices will be made available for review in the form of a CD. The City will make a hard copy of any technical appendices available for review upon request if the City holds the requested appendices in hard copy format.
2. An electronic copy of the ND/MND (with technical appendices) will be made available on the City's Environmental Documents webpage at the following web address (<http://www.cityofwildomar.org/environmental-documents.asp>).
3. A copy of the ND/MND (with technical appendices) shall be submitted to the State Clearinghouse for distribution to applicable Responsible or Trustee Agencies regardless if it the project is of statewide, regional or area wide importance.
4. A copy of the ND/MND (with technical appendices) shall be provided to the Applicant.
5. A copy of the ND/MND (with technical appendices) shall be provided to any interested person(s) requesting review of the ND/MND, as well as those persons/agencies identified on the City's local distribution list. Persons

requesting a hard copy of the ND/MND and/or technical appendices must pay for the City's copying costs.

The public review period for Negative/Mitigated Negative Declarations is a minimum of 30 days. All Negative/Mitigated Negative Declarations will be sent to the State Clearinghouse. The 30-day review period begins when the State Clearinghouse distributes the document to appropriate state agencies.

Section 6.4.2 – Adoption of Negative/Mitigated Negative Declarations

Before approving a project, the decision-making body shall consider the draft Negative/Mitigated Negative Declaration, any comments received during the public review period and up to the close of the public hearing, and the City's responses to public comments. The City shall prepare a written response to all comment letters received during the public review period. All comment letters shall be attached to the Negative/Mitigated Negative Declaration. If the decision-making body finds, based on the Negative/Mitigated Negative Declaration and any comments received, that there is no substantial evidence that the project may have a significant impact on the environment, the decision-making body may authorize the filing of the Negative/Mitigated Negative Declaration. In the case of a Mitigated Negative Declaration, the decision-making body must also incorporate all feasible mitigation measures into the project as conditions of approval. A mitigation monitoring and reporting program shall also be adopted with a Mitigated Negative Declaration (see Section 8 of these Local CEQA Guidelines and Procedures).

Section 6.4.3 – Notice of Determination

Within five working days after the decision-making body approves a project for which a Negative/Mitigated Negative Declaration has been adopted, the Planning Director shall file a Notice of Determination with the Riverside County Clerk, including the County's Administration fee and applicable Fish and Wildlife fee.

If the Negative/Mitigated Negative Declaration was submitted to the State Clearinghouse for review, the Notice of Determination shall also be filed with the State Office of Planning and Research in accordance with CEQA Guidelines.

The complete Notice of Determination paperwork consists of the following:

- A. A cover letter;
- B. The Notice of Determination Form (Appendix H);
- C. The Negative/Mitigated Negative Declaration form (Appendix E); and
- D. The applicable Fish and Wildlife fee.
- E. Riverside County Filing Fee

SECTION 7 – ENVIRONMENTAL IMPACT REPORT (EIR) PROCESS

Section 7.1 – EIR Required

An EIR shall be prepared if the Initial Study shows that the proposed project may, or will, have a significant impact on the environment. The Planning Director will prepare, or contract with a consultant to prepare, the EIR for certification by the decision-makers. Alternatively, if an EIR will be clearly required for a project, the City may skip the Initial Study and begin work directly on the EIR.

Section 7.2 – Types of EIRs

The various types of EIR's are described in Section 15160 et seq. of the CEQA Guidelines.

Section 7.3 – General Requirements

The following general requirements must be followed when processing an EIR in the City of Wildomar:

- A. EIRs must contain all items noted in Section 15120 et seq. of the CEQA Guidelines.
- B. EIRs should be written in language sufficiently simple that issues can be understood by an average member of the public.
- C. The information contained in the EIR shall include a summary of technical data, maps, diagrams, and similar information sufficient to permit full assessment of the environmental impacts by Responsible and Trustee Agencies and the general public. Placement of highly technical and specialized analysis and data in the body of the EIR should be avoided through inclusion of these data in technical appendices. Appendices to an EIR may be prepared in volumes separate from the basic EIR, but shall be available for public review and shall be submitted to all Responsible and Trustee Agencies.
- D. The EIR will be prepared using a systematic interdisciplinary approach. The interdisciplinary analysis shall be conducted by competent individuals, but no single discipline shall be required to prepare an EIR. Preparation of EIRs is dependent on information from many sources. The EIR shall reference all documents used in the preparation and the location where these documents may be viewed.
- E. The EIR shall discuss environmental impacts in proportion to their severity and probability of occurrence. Impacts dismissed in the Initial Study as clearly insignificant and unlikely to occur need not be discussed further in the EIR unless the City subsequently receives relevant information inconsistent with the finding in

the initial study. A copy of the Initial Study should be included as an appendix to the EIR.

- F. An EIR shall contain a statement briefly indicating the reasons for determining that impacts that could possibly be considered significant were found to be insignificant and are not discussed in detail in the EIR.
- G. Preparing an EIR involves some degree of forecasting. While forecasting the unforeseeable is not possible, every effort will be made to find and disclose all reasonable information. If, after thorough investigation, the City finds that a particular impact is too speculative for evaluation, the City will note this conclusion and terminate the discussion of the impact in the EIR.
- H. An EIR may incorporate by reference any or all portions of another document which are a matter of public record or are generally available to the public. Where all or part of another document is incorporated by reference, the incorporated language shall be considered to be set forth in full as part of the EIR. The location where the referenced document may be viewed shall be cited in the EIR.

Section 7.4 – Processing an EIR

The following are the steps necessary for preparing and processing an EIR within the City of Wildomar. A complete discussion of the EIR process is contained in Section 15080 et seq. of the CEQA Guidelines.

Section 7.4.1 – Notice of Preparation (NOP)

A Notice of Preparation (Appendix I of CEQA) is prepared and sent by certified mail to the State Clearinghouse, all Responsible Agencies, Trustee Agencies, the Riverside County Clerk and other interested agencies for their review and comment, including those agencies/persons identified on the City's local distribution list. The agencies have 30 days to respond to the NOP. The purpose of the NOP is to notify the various agencies and interested persons about the proposed project, solicit their comments on the scope and content of the EIR, and to foster interagency coordination and cooperation.

In addition to the above, an electronic copy of the NOP will be made available for public review on the City's Environmental Documents webpage at the following web address (<http://www.cityofwildomar.org/environmental-documents.asp>). A hard copy of the NOP will also be made available at the Planning Department zoning counter for public review.

Section 7.4.2 – Scoping

The scope of the EIR is determined using one or more of the following sources: Initial Studies, previous environmental documents, responses to the NOP, consultation with other agencies. Further, the Planning Director, at his/her discretion may conduct a

public scoping meeting during the 30-day NOP review period to solicit comments from the general public on the scope of the EIR.

Section 7.4.3 – Use of Consultants

The City maintains a list of qualified consultants to prepare EIRs. The Planning Director shall select a consultant to prepare the EIR for a project, and may consult with the applicant in making the selection. The applicant for a private development project is responsible for the full cost of the preparation of an EIR for the project plus the City staff, contract staff, consultant and attorney costs of review and management of the consultant. At the request of the applicant, the City may also use the Request for Proposal (RFP) process to obtain additional proposals from firms not on the list of qualified consultants.

Section 7.4.4 – Draft EIR

The Draft EIR is prepared by the City's consultant and contains the required items pursuant to Section 15120 et seq. of the CEQA Guidelines.

Section 7.4.5 – Public Review of Draft EIR

Public review of the Draft EIR shall generally follow the procedures outlined in below:

1. A Notice of Completion form (Appendix C of CEQA) shall be prepared and filed with the State Clearinghouse and shall include the Draft EIR (and all applicable technical appendices) with the distribution.
2. A Notice of Availability form shall be prepared and filed with the Riverside County Clerk prior to releasing the Draft EIR for public review.
3. A Notice of Availability shall be published one time in the Press Enterprise, or similar local newspaper of general circulation, prior to releasing the Draft EIR for public review.
4. A hard copy of the Draft EIR shall be made available for public review at the Wildomar Planning Department. Copies of the technical appendices will be made available for review in the form of a CD. The City will make a hard copy of any technical appendices available for review upon request if the City holds the requested appendices in hard copy format.
5. An electronic copy of the Draft EIR (with technical appendices) shall be made available for public review on the City's Environmental Documents webpage/web address (<http://www.cityofwildomar.org/environmental-documents.asp>).

6. A copy of the Draft EIR (with technical appendices) shall be provided to the Applicant.
7. A copy of the Draft EIR (with technical appendices on a CD) shall be made available for public review to any interested person(s) requesting review of the Draft EIR, as well as those persons/agencies identified on the City's local distribution list. Persons requesting a hard copy of the EIR and/or technical appendices must pay for the City's copying costs.
8. The public review period for a Draft EIR is 45 days unless a shorter period of not less than 30 days is approved by the State Clearinghouse.

Section 7.4.6 – Final EIR

Comments received on the Draft EIR during the public review period shall be incorporated into a Final EIR. The Final EIR includes an errata sheet with any revisions to the Draft EIR, all comment letters received during the public review period for the Draft EIR, the City's responses to all comments received on the Draft EIR during the public review period, and a list of all commentators on the Draft EIR.

Section 7.4.8 – Certification of the Final EIR & Project Approval

Certification of the Final EIR shall generally follow the procedures outlined in below:

1. Certification. Prior to approving a project, the decision-making body must first certify that the Final EIR was prepared in compliance with CEQA, that the Final EIR was presented to the decision-making body, which reviewed and considered the Final EIR before approving the project, and that the Final EIR reflects the City's independent judgment and analysis.

The decision-making body that certifies the Final EIR may either be the Planning Commission or City Council, depending on the type of project. In some cases, the Planning Commission is the advisory body and recommends certification to the City Council.

2. Findings. In accordance with Section 15091 of the CEQA Guidelines, the City shall not approve, or carry out a project, for which an EIR was prepared and certified which has one or more significant impacts unless the City makes one or more of the following findings:
 - a). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental impacts as identified in the Final EIR;

- b). Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the City. Such changes have been adopted by such other agency or can and should be adopted by other such agency; and/or
- c). Specific economic, legal, social, technological or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Final EIR. If this finding is made, a Statement of Overriding Considerations must be adopted.

When making these findings, the City must also specify the location and custodian of the documents or other materials that constitute the record of the proceedings upon which its decision is based.

- 3. Statement of Overriding Considerations. In accordance with Section 15093 of the CEQA Guidelines, if the City approves a project with unavoidable significant environmental impacts, it must approve a written Statement of Overriding Considerations prior to approval of the project. The Statement of Overriding Considerations must set forth substantial evidence of the specific economic, legal, social, technological or other benefits supporting the City's decision to approve the project. If the economic, legal, social, technological or other benefits outweigh the unavoidable adverse environmental effects, those unavoidable effects may be considered acceptable.
- 4. If the decision-making body cannot find that the Final EIR was prepared in accordance with CEQA and the CEQA Guidelines, the Final EIR shall be referred back to the Planning Director for revisions to the document to bring it into conformance with CEQA and the CEQA Guidelines. This may require recirculation of a revised Draft EIR.
- 5. The Final EIR must be certified prior to the decision-making body approving a project.
- 6. A Mitigation Monitoring and Reporting Program (MMRP) shall be adopted along with the CEQA Findings of Fact and any Statement of Overriding Considerations. The City's Mitigation Monitoring and Reporting procedures are contained in Section 8 of these Local CEQA Guidelines and Procedures.

Section 7.4.9 – Notice of Determination

Within five working days after the decision-making body approves a project which a Final EIR was certified, the Planning Director shall file a Notice of Determination with the State Office of Planning and Research (State Clearinghouse). In addition, the Planning Director shall file a Notice of Determination with the Riverside County Clerk, including the County's Administration fee and applicable Fish and Wildlife fee. The

complete Notice of Determination paperwork for a Final EIR shall be consistent with Appendix D of the CEQA Guidelines.

Section 7.5 – Standards for Adequacy

An EIR should be prepared with a sufficient degree of analysis to provide the decision-makers with information that enables them to make a decision that takes into account the environmental consequences of a project. The evaluation of the environmental impacts of a project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in the light of what is reasonably feasible. Disagreement among experts does not make an EIR inadequate, but the EIR should summarize the main points of disagreement among the experts. The courts have looked not for perfection, but for adequacy, completeness, and a good faith effort at full disclosure. (Reference Section 15151 of the CEQA Guidelines).

SECTION 8 – MITIGATION MONITORING AND REPORTING PROGRAM

Pursuant to Section 21081.6 of CEQA, all jurisdictions must have a method for monitoring compliance and implementation of adopted mitigation measures.

Section 8.1 – Mitigation Monitoring Procedures

The following mitigation monitoring procedures shall be followed for all projects that require mitigation monitoring and compliance.

Section 8.1.1 – Development of Checklist

After a project is approved with mitigation measures identified through a Mitigated Negative Declaration or EIR, these mitigation measures shall be incorporated into the Mitigation Monitoring Report matrix. Each mitigation measure must be clearly identified separately in the monitoring report matrix, with appropriate spaces for monitoring the progress of each mitigation measure as it is implemented. The matrix is the basis for the monitoring program.

Section 8.1.2 – Monitoring Program

In most cases, mitigation measures can be monitored through the City's existing Zoning Clearance process such as when the applicant submits grading and building plans for City review. The City will review submitted plans and will document compliance or non-compliance for each mitigation measure on the checklist on the MMRP. However, in some cases mitigation monitoring does not coincide with the Zoning Clearance process and/or may require technical expertise requiring the City to retain a consultant to monitor or confirm compliance.

Mitigation measures are broken down into two types: project specific and cumulative. The project specific impacts are further broken down into project design and ongoing mitigation measures. Each type of mitigation measure requires different monitoring techniques.

1. Project Design Mitigation Measure (Project Specific)

A project design mitigation measure is one that is to be incorporated into the project design to mitigate an impact, such as a storm water basin, construction of a noise wall, or road improvements. These mitigation measures will normally be shown on the building and/or grading plans. The plans will be reviewed for each specific mitigation measure, and as each mitigation measure is shown on the plans, the City will sign the checklist in the "Shown on Plans" space. If a mitigation measure is not shown on the plans, the plans are sent back for correction with the deficiency noted. Plans will not be approved by the City until each mitigation measure has been incorporated into the project design. After the plans receive Zoning Clearance, and before the final inspection of the project, the applicant shall submit proof that each Project Design Mitigation Measure has been installed or completed. Verification of completion will be

noted on the monitoring checklist and signed off. This completes the process for Project Design Mitigation Measures.

2. Ongoing Mitigation Measure (Project Specific)

An ongoing mitigation measure is one that is associated with the project over a period of time, such as dust control during construction or landscape maintenance. Monitoring of this type of mitigation measure is similar to that of Project Design Mitigation Measures as noted above, except that the status of each mitigation measure will be noted at various times over the life of the project until no longer required. An example would be maintaining dust control until the project is completed. The applicant may be required to submit periodic reports on the status of these types of mitigation measures.

3. Cumulative Mitigation Measure

Cumulative mitigation measures, such as road improvements when future projects are developed, will be monitored in the same manner as project specific mitigation measures as noted above, except that cumulative mitigation measures will be noted as cumulative on the checklist, and will usually be monitored over a longer period of time.

Section 8.1.3 – Outside Consultants

An outside consultant may be hired in the few cases where a mitigation measure cannot be verified through the Zoning Clearance process, or if the monitoring requires specialized expertise. An example would be the monitoring of biological impacts requiring an on-site biologist. The City will hire the consultant and may collect a deposit from the applicant to cover the cost of the outside consultant.

Section 8.1.4 – Other Agencies

It is the responsibility of other agencies to monitor mitigation measures requested by these other agencies. The City shall notify these agencies of their mitigation monitoring requirements. These agencies must submit a proposed mitigation monitoring program to the City. These agencies shall inform the City in writing when each of their mitigation measures has been completed.

Section 8.1.5 – Completed Monitoring Checklist

Mitigation monitoring checklists are retained in the project case file, and are available for public review upon request.

Section 8.2 – Monitoring Fees

Section 8.2.1 – Processing Fees

The City may charge and collect from the applicant a fee in the amount of the actual costs to the City for monitoring all mitigation measures of a project. A deposit may be

required to be applied towards this fee. Any unused portion of the deposit will be refunded.

Section 8.2.2 – Consultant Fees

The cost associated with the use of an outside consultant shall be paid for by the applicant. A deposit may be required by the City to be applied towards the consultant services. Any unused portion of the deposit will be refunded.

SECTION 9 – DELAY OF PERMITS AND INSPECTION OF DOCUMENTS

Section 9.1 – Delay of Permits

The issuance of any City permit or entitlement shall be withheld during the pendency of a related administrative appeal or during the time period within which a related administrative appeal may be perfected.

After the conclusion of an administrative appeal, the City may issue permits consistent with the Wildomar Municipal Code, regardless of whether litigation follows the appeal. If the applicant seeks permits during the pendency of litigation, the applicant shall assume the risk of moving forward with the project during the litigation and provide the City with assurances and security acceptable to the City Attorney to protect the City from any liability for the project.

Section 9.2 – Inspection of Documents

The Planning Director shall make all non-exempt environmental documents and supporting materials available for public inspection following a request pursuant to the California Public Records Act and other applicable provisions of state law.

SECTION 10 – PROCEDURES FOR THE CITY AS A RESPONSIBLE AGENCY

This Section identifies the duties of the City when acting as a Responsible Agency under the provisions of Section 15096 of the CEQA Guidelines.

Section 10.1 – Response to Consultation

The Planning Director may respond in writing to consultation requests by a Lead Agency according to Section 15096(b) of the CEQA Guidelines. The Planning Director may attend meetings requested by the Lead Agency as provided in Section 15096(c) of the CEQA Guidelines.

Section 10.2 – Comments on Environmental Documents

The Planning Director may review and comment on environmental documents as provided in Section 15096 of the CEQA Guidelines. If the environmental document is for a controversial project or has policy implications for the City, the Planning Director may bring the environmental document to the Planning Commission and/or City Council for review and direction. Copies of City comments on the environmental document to the Lead Agency shall be copied to the City Manager and members of the City Council.

SECTION 11 – APPEALS

All final CEQA determinations by a decision-making body may be appealed, including without limitation:

- A. A determination that an activity is not a project subject to CEQA.
- B. A determination that a project is Categorically Exempt, Statutorily Exempt, or ministerial.
- C. The certification of a Final EIR, Subsequent EIR, or Supplemental EIR.
- D. The approval of a Negative Declaration, Mitigated Negative Declaration, Subsequent ND or MND, or Addendum.
- E. A determination that additional environmental review (e.g. a Subsequent or Supplemental EIR, a Subsequent ND or MND, or an Addendum) is not required for a project.

Final CEQA determinations by a decision-making body may be appealed in the same manner as the related project approvals may be appealed. Appeal procedures for related project approvals are found in the Wildomar Municipal Code.

**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
JUNE 10, 2015**

CALL TO ORDER

The regular session of June 10, 2015, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Benoit at 7:39 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

Trustees Roll Call showed the following Members in attendance: Trustees Cashman, Swanson, Walker, Vice Chair Moore, and Chair Benoit. 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 were no comments.

APPROVAL OF THE AGENDA AS PRESENTED

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

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

YEA: Cashman, Swanson, Walker, Vice Chair Moore, Chair Benoit

NAY: None

ABSTAIN: None

ABSENT: none

4.0 CONSENT CALENDAR

Ken Mayes, resident, inquired why there was no Treasurer's Report.

General Manager Nordquist answered it is a technicality we are resolving with

Edward Jones. The mailing of the hard copy is behind.

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

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

YEA: Cashman, Swanson, Walker, Vice Chair Moore, Chair Benoit

NAY: None

ABSTAIN: None

ABSENT: None

4.1 Minutes – February 11, 2015 Regular Meeting

Approved the Minutes as submitted.

4.2 Warrant Register

Approved the following:

1. Warrant Register dated 05-04-2015, in the amount of \$51.81;
2. Warrant Register dated 05-07-2015, in the amount of \$1,410.22;
3. Warrant Register dated 05-14-2015, in the amount of \$1,341.06;&
4. Warrant Register dated 05-21-2015, in the amount of \$998.97.

5.0 PUBLIC HEARINGS

There were no items.

6.0 GENERAL BUSINESS

There were no items.

GENERAL MANAGER REPORT

There was nothing to report.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business, Chair Benoit declared the meeting adjourned at 7:39 p.m. in memory of Joe Semon. The meeting is adjourned to June 24, 2015 at 6:30 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
Clerk of the Board

Ben Benoit
Chair

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.2
CONSENT CALENDAR
Meeting Date: August 12, 2015

TO: Chairman and Board of Trustees
FROM: Terry Rhodes, Accounting Manager
SUBJECT: Warrant Register

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 07-02-2015, in the amount of \$45.08;
2. Warrant Register dated 07-02-2015, in the amount of \$7,675.11;
3. Warrant Register dated 07-09-2015, in the amount of \$497.72;
4. Warrant Register dated 07-09-2015, in the amount of \$61.22;
5. Warrant Register dated 07-16-2015, in the amount of \$248.86;
6. Warrant Register dated 07-16-2015, in the amount of \$13,958.12;
7. Warrant Register dated 07-23-2015, in the amount of \$725.85;
8. Warrant Register dated 07-23-2015, in the amount of \$1,105.98; &
9. Warrant Register dated 07-30-2015, in the amount of \$853.10

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 2014-15 Budgets and Fiscal Year 2015-16 Budgets.

Submitted by:
Terry Rhodes
Accounting Manager

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Voucher List 07/02/2015(2)

Voucher List 07/09/2015(2)

Voucher List 07/16/2015(2)

Voucher List 07/23/2015(2)

Voucher List 07/30/2015(1)

Voucher List
City of Wildomar

07/02/2015 11:40:42AM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>		
204946	7/2/2015	000020 VERIZON	61915		6/19/15-7/18/15 CEMETERY VOICE/INTERNET	45.08		
						Total :	45.08	
1 Vouchers for bank code :		wf					Bank total :	45.08
1 Vouchers in this report						Total vouchers :	45.08	

Voucher List
City of Wildomar

07/02/2015 11:58:05AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
204947	7/2/2015	000388 ALARM FINANCIAL SERVICES, TNSS	394527		7/1/15-9/30/15 CEMETERY ALARM MONITORING	60.00	
						Total :	60.00
204948	7/2/2015	000028 CALPERS	1770B		JULY 2015 CEMETERY RETIREE PREMIUM/ADMIN	340.47	
						Total :	340.47
204949	7/2/2015	000700 CPRS	KS51815		MEMBERSHIP RENEWAL 9/1/15	170.00	
						Total :	170.00
204950	7/2/2015	000433 GOLDEN STATE RISK MANAGEMENT, AUTHOI	GS1507100221		FY 15/16 CEMETERY INSURANCE	7,037.00	
						Total :	7,037.00
204951	7/2/2015	000020 VERIZON	61915B		6/19/15-7/18/15 CEMETERY VOICE/INTERNET	67.64	
						Total :	67.64
5 Vouchers for bank code :						Bank total :	7,675.11
5 Vouchers in this report						Total vouchers :	7,675.11

Voucher List
City of Wildomar

07/09/2015 11:59:38AM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204971	7/9/2015	000631 LABOR READY	19799263		6/20/15-6/26/15 CEMETERY LABOR	497.72
					Total :	497.72
					1 Vouchers for bank code : wf	Bank total : 497.72
					1 Vouchers in this report	Total vouchers : 497.72

Voucher List
City of Wildomar

07/09/2015 12:26:40PM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204972	7/9/2015	000367 CINTAS CORPORATION	55138795		STAFF UNIFORM MAINTENANCE	42.72
					Total :	42.72
204973	7/9/2015	000608 DEJONG, PETER	701115		CEMETERY DRINKING WATER	18.50
					Total :	18.50
2 Vouchers for bank code : wf					Bank total :	61.22
2 Vouchers in this report					Total vouchers :	61.22

Voucher List
City of Wildomar

07/20/2015 1:55:21PM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204996	7/16/2015	000631 LABOR READY	19825114		6/27/15-7/02/15 CEMETERY LABOR	248.86
					Total :	248.86
					1 Vouchers for bank code : wf	Bank total : 248.86
					1 Vouchers in this report	Total vouchers : 248.86

Voucher List
City of Wildomar

07/20/2015 2:17:12PM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204997	7/16/2015	000028 CALPERS	14566645		UNFUNDED ACCRUED LIABILITY AS OF 6/30/13	13,537.00
Total :						13,537.00
204998	7/16/2015	000367 CINTAS CORPORATION	551413574		STAFF UNIFORM MAINTENANCE	42.72
Total :						42.72
204999	7/16/2015	000011 CR&R INC.	280640		JULY 2015 WSTE SERVICES - 3 YD COMMERCIA	129.54
Total :						129.54
205000	7/16/2015	000631 LABOR READY	19825114B		6/27/15-7/02/15 CEMETERY LABOR	248.86
Total :						248.86
4 Vouchers for bank code : wf						Bank total : 13,958.12
4 Vouchers in this report						Total vouchers : 13,958.12

Voucher List
City of Wildomar

07/23/2015 2:09:58PM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
205037	7/23/2015	000631 LABOR READY	19782669		6/13/15-6/19/15 CEMETERY LABOR	725.85
					Total :	725.85
					1 Vouchers for bank code : wf	Bank total : 725.85
					1 Vouchers in this report	Total vouchers : 725.85

Voucher List
City of Wildomar

07/23/2015 3:21:10PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205038	7/23/2015	000028 CALPERS	1797B		AUG 2015 CEMETERY RETIREE PREMIUM	340.71
Total :						340.71
205039	7/23/2015	000367 CINTAS CORPORATION	55143968		STAFF UNIFORM MAINTENANCE	42.72
Total :						42.72
205040	7/23/2015	000608 DEJONG, PETER	71515		CEMETERY DRINKING WATER	12.50
Total :						12.50
205041	7/23/2015	000631 LABOR READY	19851408		7/4/15-7/10/15 CEMETERY LABOR	622.15
Total :						622.15
205042	7/23/2015	000186 RIGHTWAY	80942		7/10/15-8/6/15 CEMETERY RESTROOM MAINT/S	87.90
Total :						87.90
5 Vouchers for bank code : wf						Bank total : 1,105.98
5 Vouchers in this report						Total vouchers : 1,105.98

Voucher List
City of Wildomar

07/30/2015 12:26:12PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205070	7/30/2015	000367 CINTAS CORPORATION	55146544		STAFF UNIFORM MAINTENANCE	42.72
Total :						42.72
205071	7/30/2015	000631 LABOR READY	19880153		7/11/15-7/17/15 CEMETERY LABOR	622.15
Total :						622.15
205072	7/30/2015	000094 STAUFFERS LAWN EQUIPMENT	238194		CEMETERY DEPARTMENTAL SUPPLY	75.24
Total :						75.24
205073	7/30/2015	000020 VERIZON	71915		7/19/15-8/18/15 CEMETERY VOICE/INTERNET	112.99
Total :						112.99
4 Vouchers for bank code : wf						Bank total : 853.10
4 Vouchers in this report						Total vouchers : 853.10

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: August 12, 2015

TO: Chairman and the Board of Trustees

FROM: Terry Rhodes, Accounting Manager

SUBJECT: Treasurer's Report – June 2015

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Treasurer's Report for June, 2015.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of June, 2015.

FISCAL IMPACT:

None at this time.

Submitted by:
Terry Rhodes
Accounting Manager

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Treasurer's Report

