

CITY OF WILDOMAR CITY COUNCIL
AND WILDOMAR CEMETERY DISTRICT AGENDA

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

AUGUST 14, 2013
Council Chambers
23873 Clinton Keith Road



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

Gary Nordquist
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA AUGUST 14, 2013

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

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

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

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

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

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

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

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:
Property: 21122 Canyon Drive, APN 367-020-006; Wildomar, CA
Agency negotiator: Gary Nordquist and Dan York
Negotiating parties: Milton P & Marie O Secord Trust
Under negotiation: Instruction regarding price and terms of payment.
2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:
Property: Southeast corner of Bundy Canyon Road & Orange Street, APN 367-040-038; Wildomar, CA
Agency negotiator: Gary Nordquist and Dan York
Negotiating parties: Georgios & Diamanda Mariam Rigas & Christina Labrini Rigas et al
Under negotiation: Instruction regarding price and terms of payment.
3. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(1) to confer with legal counsel with regard to the following matter of pending litigation:
Martha Bridges and John Burkett v. City of Wildomar; Case number: MCC 1300555.
4. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation:
Citizens for Quality Development v. City of Wildomar and Sunbelt Communities; Case No. MCC 1300818.
5. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with

regard to the following matter of pending litigation:
Martha Bridges & John Burkett v. City of Wildomar and Sunbelt Communities;
Case No. MCC 1300893.

RECONVENE INTO OPEN SESSION

ANNOUNCEMENT

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

PRESENTATIONS

Fire Department Update

Proclamation – Tim D’Zmura

Clinton Keith Interchange Construction Project Final Update

REFRESHMENT BREAK

RECONVENE MEETING

PUBLIC COMMENTS

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

COUNCIL COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

1.0 CONSENT CALENDAR

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

1.1 Reading of Ordinances

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

1.2 Minutes – July 10, 2013 Regular Meeting

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

1.3 Minutes – July 17, 2013 Special Meeting

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

1.4 Minutes – August 7, 2013 Special Meeting

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

1.5 Warrant & Payroll Registers

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

Warrant Register dated 07-03-13 in the amount of \$112,163.11;
Warrant Register dated 07-03-13 in the amount of \$50,280.90;
Warrant Register dated 07-11-13 in the amount of \$17,618.74
Warrant Register dated 07-18-13 in the amount of \$1,228.87;
Warrant Register dated 07-18-13 in the amount of \$101,879.60;
Warrant Register dated 07-25-13 in the amount of \$18,728.43;
Warrant Register dated 07-25-13 in the amount of \$21,683.12; &
Payroll Register dated 08-05-13 in the amount of \$46,042.59.

- 1.6 **Treasurer's Report**
RECOMMENDATION: Staff recommends that the City Council approve the Treasurer's Report for June, 2013.

- 1.7 **Appointments to the Public Agency Risk Sharing Authority of California (PARSAC)**
RECOMMENDATION: Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2013 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, RESCINDING RESOLUTION NO. 2011-03 AND
APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE PUBLIC
AGENCY RISK SHARING AUTHORITY OF CALIFORNIA (PARSAC)
BOARD OF DIRECTORS

- 1.8 **Funding Transmittal Agreement with County of Riverside**
RECOMMENDATION: Staff recommends that the City Council execute the Funding Transmittal Agreement with the County of Riverside.

- 1.9 **Tentative Tract Map 31479 Final Map and Subdivision Improvement Agreement (11-0254)**
RECOMMENDATION: Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2013 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING FINAL MAP FOR
TENTATIVE TRACT MAP 31479 AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT
AGREEMENT AND THE LIEN AGREEMENT

2. Authorize the City Manager to execute the Cooperative Agreement with Riverside County Flood Control.

- 1.10 **City Hall Facility Lease**
RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to sign all necessary documents to extend the City Hall lease option notification by up to an additional 100 days.

2.0 PUBLIC HEARINGS

2.1 Landscaping and Lighting Maintenance District No. 89-1-Consolidated and Street Lighting Zones; Annexation Zone 181

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

RESOLUTION NO. 2013 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE ANNEXATION OF PROPERTY (ANNEXATION ZONE NO. 181) TO THE LANDSCAPE MAINTENANCE DISTRICT NO. 89-1-C AND LEVYING ASSESSMENTS

2.2 Zoning Ordinance Amendment No. 13-02 - Amending Section 17.172.205 (Fences) of the Wildomar Zoning Ordinance (Continued from July 10, 2013)

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

ORDINANCE NO. 79

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES PER SECTION 15061(B)(3), AND APPROVING ZONING ORDINANCE AMENDMENT NO. 13-02 TO AMEND SECTION 17.172.205 (FENCES) TO ESTABLISH HEIGHT AND LOCATION STANDARDS FOR FENCES AND WALLS IN RESIDENTIAL ZONES AND RESTRICTIONS ON PROHIBITIVE FENCING MATERIALS

3.0 GENERAL BUSINESS

3.1 League of California Cities Annual General Business Meeting Voting Delegate and Alternate

RECOMMENDATION: Staff recommends that the City Council discuss and determine which Council Member will be the Voting Delegate and Alternate for the League of California Cities Annual General Business Meeting in Sacramento.

CITY MANAGER REPORT

COUNCIL COMMUNICATIONS

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 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 – July 10, 2013 Regular Meeting

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

4.2 Warrant Register

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

1. Warrant Register dated 07-03-13, in the amount of \$7,013.42
2. Warrant Register dated 07-03-13, in the amount of \$30.58;
3. Warrant Register dated 07-11-13, in the amount of \$1,726.17;
4. Warrant Register dated 07-11-13, in the amount of \$93.75;
5. Warrant Register dated 07-18-13, in the amount of \$220.39; &
6. Warrant Register dated 07-18-13, in the amount of \$135.50.

4.3 Treasurer's Report

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

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There are no items scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

City Council/Wildomar Cemetery District Regular Meeting Schedule

September 11	January 8	May 14
October 9	February 12	June 11
November 13	March 12	July 9
December 11	April 9	August 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 9, 2013, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

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


Debbie A. Lee, CMC, City Clerk

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

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

The regular session of July 10, 2013, of the Wildomar City Council was called to order by Mayor Walker at 6:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

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

Staff in attendance: City Manager Nordquist, City Attorney Jex, Public Works Director York, Planning Director Bassi, Controller Cheng, and City Clerk Lee.

The flag salute was led by Mayor Walker.

Mayor Walker asked for a moment of silence for Terry Smith, Jr., the young boy who is missing from Menifee.

PRESENTATIONS

The Clinton Keith Interchange Construction Project update was given.

The Mission Trail Library update was given by Branch Manager Jacob Barillaro.

Chief Beach presented the Fire Department update.

PUBLIC COMMENTS

There were no public comments.

COUNCIL COMMUNICATIONS

The City Council presented updates from the various subcommittees, committees, commissions, and boards they serve on locally and regionally.

APPROVAL OF THE AGENDA AS PRESENTED

A **MOTION** was made by Councilwoman Moore, seconded by Councilman Benoit, to approve the agenda as it is presented.

MOTION carried, 5-0.

1.0 CONSENT CALENDAR

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

MOTION carried, 5-0.

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances.

1.2 Minutes – June 12, 2013 Regular Meeting

Approved the Minutes as submitted.

1.3 Minutes – June 26, 2013 Special Meeting

Approved the Minutes as submitted.

1.4 Warrant & Payroll Registers

Approved the following:

1. Warrant Register dated 06-06-13 in the amount of \$52,791.54;
2. Warrant Register dated 06-13-13 in the amount of \$183,016.65;
3. Warrant Register dated 06-20-13 in the amount of \$242,606.34
4. Warrant Register dated 06-27-13 in the amount of \$164,143.95; &
5. Payroll Register dated 06-05-13 in the amount of \$45,792.73.

1.5 Treasurer's Report

Approved the Treasurer's Report for May, 2013.

2.0 PUBLIC HEARINGS

2.1 Zoning Ordinance Amendment No. 13-02 Amending Section 17.172.205 (Fences) of the Wildomar Zoning Ordinance

City Clerk Lee read the title.

City Planner Bassi presented the staff report.

Mayor Walker opened the public hearing.

SPEAKERS:

Bill Kipp, RSI, Inc., spoke regarding his company that is a gate and fence building company.

George Taylor, resident, spoke regarding fence heights in the Farm division.

Hillary Martinez, resident, spoke regarding discrepancies in what is already built and what is being proposed.

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

Because the Council wishes to continue the item Mayor Walker reopened the public hearing.

A MOTION was made by Councilwoman Moore, seconded by Councilman Benoit, to continue the public hearing to the regular meeting of August 14, 2013.

MOTION carried, 5-0.

3.0 GENERAL BUSINESS

3.1 Canyon Ranch Road Neighborhood Traffic Management

City Clerk Lee read the title.

Public Works Director York presented the staff report.

City Council discussion ensued regarding the three options.

Walton Young, resident, spoke regarding the speeding issue on the street for many years.

A MOTION was made by Councilman Benoit, seconded by Councilman Cashman, to approve Option #3 (two stop signs, one speed hump).

MOTION carried, 4-1, with Councilwoman Moore dissenting.

3.2 Committees, Commissions and Boards Appointments

City Clerk Lee read the title.

Council discussion ensued regarding changing the alternates on the Southwest Communities Financing Authority and WRCOG, and also changing the PARSAC representative to be Staff and the alternate to be a Council Member.

A MOTION was made by Mayor Pro Tem Swanson, seconded by Councilwoman Moore, to appoint Councilman Benoit as the Alternate to the SCFA Board.

MOTION carried, 5-0.

A MOTION was made by Councilman Benoit, seconded by Councilwoman Moore, to appoint Mayor Pro Tem Swanson as the Alternate to WRCOG.

MOTION carried, 5-0.

A MOTION was made by Councilman Benoit, seconded by Councilwoman Moore, to appoint the Risk Manager (City Clerk Lee) as the Director, and a Council Member (Mayor Pro Tem Swanson) as the Alternate to the PARSAC Board.

MOTION carried, 5-0.

CITY MANAGER REPORT

There was no report.

CITY ATTORNEY REPORT

City Attorney Jex gave an update on a CEQA Bill.

COUNCIL COMMUNICATIONS

Great Day of Service, October 26, 2013

FUTURE AGENDA ITEMS

*Business Plan for a Farming Plan

ADJOURN THE CITY COUNCIL

There being no further regular business, at 7:51 p.m. Mayor Walker adjourned the City Council until after the Wildomar Cemetery District regular meeting.

CALL TO ORDER – CITY COUNCIL CLOSED SESSION

The regular session of July 10, 2013, of the Wildomar City Council was called back to order by Mayor Walker at 7:55 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

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

Staff in attendance: City Manager Nordquist, City Attorney Jex, Public Works Director York, Planning Director Bassi, Controller Cheng, and City Clerk Lee.

PUBLIC COMMENTS

There were no speakers.

CLOSED SESSION

City Clerk Lee read:

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 matter of pending litigation:

People of the State of California and City Wildomar v. Green Thumb Connoisseurs, Inc., et al; Case No. MCC 1300939.

3. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation:
Citizens for Quality Development v. City of Wildomar and Sunbelt Communities; Case No. MCC 1300818.
4. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation:
Martha Bridges & John Burkett v. City of Wildomar and Sunbelt Communities; Case No. MCC 1300893.
5. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation:
City of Wildomar v. Wildomar Patients Compassionate Group, Inc., Case No. RIC10022903 and RIC10022476.
6. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(2) to confer with legal counsel with regard to one matter of significant exposure to litigation.

At 7:58 p.m. the City Council convened into closed session with all Council Members present.

RECONVENE INTO OPEN SESSION

At 9:40 p.m. the City Council reconvened into open session, with all Council Members present.

ANNOUNCEMENT

City Attorney Jex stated there was no announcement to be made out of the closed session.

ADJOURN CLOSED SESSION

There being no further business, Mayor Walker declared the City Council regular meeting adjourned at 9:40 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Timothy Walker
Mayor

**CITY OF WILDOMAR
CITY COUNCIL SPECIAL MEETING MINUTES
JULY 17, 2013**

CALL TO ORDER – SPECIAL SESSION - 6:00 P.M.

The special session of July 17, 2013, of the Wildomar City Council was called to order by Mayor Walker at 6:00 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

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

Staff in attendance: City Manager Nordquist, Assistant City Attorney Vega, Public Works Director York, and City Clerk Lee.

The flag salute was led by Mayor Walker.

PUBLIC COMMENTS

There were no speakers.

1.0 PUBLIC HEARINGS

1.1 Landscaping and Lighting Maintenance District No. 89-1-Consolidated & Street Lighting Zones

City Clerk Lee read the title.

Public Works Director York presented the staff report.

Mayor Walker opened the public hearing.

There being no speakers Mayor Walker closed the public hearing.

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

RESOLUTION NO. 2013 - 30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR ZONES 3, 29, 30, 42,51, 52, 59, 62, 67, AND 71, AND STREET

LIGHTING ZONES 18, 26, 27, 35, 50, 70, 71, AND 73, OF
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-
CONSOLIDATED OF THE CITY OF WILDOMAR AND LEVYING
ASSESSMENTS ON ALL LOTS AND PARCELS OF LAND THEREIN
FOR FISCAL YEAR 2013-14

MOTION carried, 3-0-2, with Mayor Pro Tem Swanson and Councilman Benoit absent.

1.2 Service Area Charges for FY 2013-14

City Clerk Lee read the title.

Public Works Director York presented the staff report.

Mayor Walker opened the public hearing.

There being no speakers Mayor Walker closed the public hearing.

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

RESOLUTION NO. 2013 - 31
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING SERVICE AREA CHARGES WITHIN THE
CITY FOR FISCAL YEAR 2013-2014

MOTION carried, 3-0-2, with Mayor Pro Tem Swanson and Councilman Benoit absent.

2.0 GENERAL BUSINESS

2.1 Third Amendment to Agreement with Waste Haulers for the Collection and Transportation of Solid Waste and Other Specified Services

City Clerk Lee read the title.

City Manager Nordquist advised that Staff would like to continue this item to August 7, 2013.

It was the consensus of the City Council to continue this item to the special meeting of August 7, 2013.

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

City Clerk Lee read the title.

City Manager Nordquist presented the staff report.

A MOTION was made by Councilwoman Moore, seconded by Councilman Cashman, to provide a Notice of Intent to hold a Public Hearing on August 7, 2013, for placing liens on parcels with unpaid charges on trash collection services.

MOTION carried, 3-0-2, with Mayor Pro Tem Swanson and Councilman Benoit absent.

ADJOURNMENT

There being no further business, Mayor Walker declared the meeting of the City Council adjourned at 6:06 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Timothy Walker
Mayor

**CITY OF WILDOMAR
CITY COUNCIL SPECIAL MEETING MINUTES
AUGUST 7, 2013**

CALL TO ORDER – SPECIAL SESSION - 6:00 P.M.

The special session of August 7, 2013, of the Wildomar City Council was called to order by Mayor Walker at 5:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

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

Staff in attendance: City Manager Nordquist, Assistant City Attorney Vega, Controller Cheng, and City Clerk Lee.

The flag salute was led by Mayor Walker.

PUBLIC COMMENTS

There were no speakers.

1.0 CONSENT CALENDAR

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

MOTION carried, 5-0.

1.1 Agreement with Waste Haulers for the Collection and Transportation of Solid Waste and Other Specified Services

Approved:

1. Third amendment to the agreement between the City and CR&R Incorporated; and
2. Memorandum of Understanding regarding Tax Roll Collection of Account Delinquencies with Waste Management.

2.0 PUBLIC HEARINGS

2.1 Trash Collection Services Liens

City Clerk Lee read the title.

Controller Cheng presented the staff report.

Mayor Walker opened the public hearing.

There being no speakers Mayor Walker closed the public hearing.

Discussion ensued regarding vacant residences.

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

RESOLUTION NO. 2013 - 32
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AFFIRMING SPECIAL ASSESSMENTS AND LIENS
AGAINST PARCELS OF LAND FOR UNPAID AND DELINQUENT
CHARGES FOR TRASH COLLECTION SERVICES TO BE PLACED ON
THE PROPERTY TAX ROLLS

MOTION carried, 5-0.

ADJOURNMENT

There being no further business, Mayor Walker adjourned the special City Council meeting at 5:50 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Timothy Walker
Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.5
CONSENT CALENDAR
Meeting Date: August 14, 2013

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

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated 07-03-13 in the amount of \$112,163.11;
2. Warrant Register dated 07-03-13 in the amount of \$50,280.90;
3. Warrant Register dated 07-11-13 in the amount of \$17,618.74
4. Warrant Register dated 07-18-13 in the amount of \$1,228.87;
5. Warrant Register dated 07-18-13 in the amount of \$101,879.60;
6. Warrant Register dated 07-25-13 in the amount of \$18,728.43;
7. Warrant Register dated 07-25-13 in the amount of \$21,683.12; &
8. Payroll Register dated 08-05-13 in the amount of \$46,042.59.

DISCUSSION:

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

FISCAL IMPACT:

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

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Voucher List 7/3/2013 x2

Voucher List 7/11/2013
Voucher List 7/18/2013 x2
Voucher List 7/25/2013 x2
Payroll List 8/5/13

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
202361	7/3/2013	000028 CALPERS	61513		MONTHLY MEDICAL PREMIUMS JU	11,308.47	
					Total :	11,308.47	
202362	7/3/2013	000076 EDC OF SOUTHWEST CALIFORNIA	2013-14-WIL		EDC CITY MEMBERSHIP FY 13/14	300.00	
					Total :	300.00	
202363	7/3/2013	000079 LAN WAN ENTERPRISE	47231		WILDOMAR MAINTENANCE CONF	1,200.00	
					Total :	1,200.00	
202364	7/3/2013	000005 PARSAC	14-125 14-29 14-56 14-92		ANNUAL PROPERTY INSURANCE F ANNUAL LIABILITY PROGRAM CON ANNUAL WORKER'S COMP CONTR COMMERCIAL CRIME BOND FY 12/	5,034.00 53,034.00 25,981.00 700.00	
					Total :	84,749.00	
202365	7/3/2013	000551 SHERIFF'S EXPLORER POST #881	60113		EXPLORER ACADEMY 7/21/13-7/26/	1,000.00	
					Total :	1,000.00	
202366	7/3/2013	000290 SOUTHERN CALIFORNIA, ASSOCIATION	51513		DUES ASSESSMENT FY 13/14	3,328.00	
					Total :	3,328.00	
202367	7/3/2013	000435 STRATA OAK, LLC C/O STRATA, EQUITY	70113		CITY HALL MONTHLY LEASE - JULY	10,147.65	
					Total :	10,147.65	
202368	7/3/2013	000020 VERIZON	62213		FIOS INTERNET CHARGES 6/22/13-	129.99	
					Total :	129.99	
8 Vouchers for bank code : wf						Bank total :	112,163.11
8 Vouchers in this report						Total vouchers :	112,163.11

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202369	7/3/2013	000044 A&A JANITORIAL SERVICES	1967		JANITORIAL SERVICES - MARNA O'	870.00
					Total :	870.00
202370	7/3/2013	000033 AMERICAN FORENSIC NURSES	63310 63326		BLOOD DRAW (1) BLOOD DRAW (3)	41.08 123.24
					Total :	164.32
202371	7/3/2013	000007 ANIMAL FRIENDS OF THE VALLEY,, INC. APR&MAY			ANIMAL CONTROL SERVICES APR	11,200.00
					Total :	11,200.00
202372	7/3/2013	000008 AT&T MOBILITY	X062820103		COUNCIL MOBILE PHONE 5/21/13-C	108.32
					Total :	108.32
202373	7/3/2013	000034 BIO-TOX LABORATORIES	21725 27126		RC SHERIFF - LAB SERVICES RC SHERIFF - LAB SERVICES	1,209.80 237.00
					Total :	1,446.80
202374	7/3/2013	000081 CALIFORNIA BUILDING STANDARDS, CC 70213			CA BLDG STANDARDS ADMIN REV	444.60
					Total :	444.60
202375	7/3/2013	000028 CALPERS	61613 63013A		BENEFIT CONTRIBUTIONS 6/3/13-6 CITY COUNCIL & PERS SURVIVOR	5,122.35 363.25
					Total :	5,485.60
202376	7/3/2013	000043 CHENG, MISTY	70213		CONTRACTUAL SERVICES JUNE 20	22,777.50
					Total :	22,777.50
202377	7/3/2013	000002 CRYSTAL CLEAN MAINTENANCE	603B		JANITORIAL SERVICES - CITY HALL	698.00
					Total :	698.00
202378	7/3/2013	000082 DEPARTMENT OF CONSERVATION, DIVI 70213			SMIP FEES APR 2013 - JUNE 2013	791.04
					Total :	791.04
202379	7/3/2013	000022 EDISON	61913		WILDOMAR 31160 CK LS3 ELECTR	6.88
					Total :	6.88
202380	7/3/2013	000012 ELSINORE VALLEY MUNICIPAL, WATER	6157509		WATER SERVICES LMD ZONE 52 5,	67.72

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202380	7/3/2013	000012 ELSINORE VALLEY MUNICIPAL, WATER	(Continued)			
			6157510		WATER SERVICES LMD ZONE 29 5.	38.68
			6157511		WATER SERVICES LMD ZONE 3 5/1	93.13
			6157512		WATER SERVICES LMD ZONE 71 5.	91.62
			6157513		MARNA O'BRIEN COMM SVC 5/15/1	186.03
			6164961		WATER SERVICES LMD ZONE 3 5/1	240.47
			6164962		WATER SERVICES LMD ZONE 3 5/1	450.99
			6164963		WATER SERVICES LMD ZONE 3 5/1	381.78
			6168235		WATER SERVICES LMD ZONE 42 5.	237.70
			6168236		WATER SERVICES LMD ZONE 42 5.	93.66
			6168237		WATER SERVICES LMD ZONE 42 5.	149.06
					Total :	2,030.84
202381	7/3/2013	000514 KRISTAR ENTERPRISES, INC.	0091778-IN		ZONE 59 CATCH BASIN FILTER MAI	235.00
			0091780-IN		ZONE 52 CATCH BASIN FILTER MAI	1,222.00
			0091839-IN		ZONE 62 CATCH BASIN FILTER MAI	600.00
					Total :	2,057.00
202382	7/3/2013	000500 MATTHEW FAGAN CONSULTING SERV.	4		RANCON MEDICAL/OFFICE RETAIL	2,200.00
					Total :	2,200.00
14 Vouchers for bank code : wf					Bank total :	50,280.90
14 Vouchers in this report					Total vouchers :	50,280.90

Voucher List
City of Wildomar

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>
202389	7/11/2013	000076 EDC OF SOUTHWEST CALIFORNIA	2013-14-WIL		EDC CITY MEMBERSHIP FY 13/14	5,000.00
					Total :	5,000.00
202390	7/11/2013	000149 RIVERSIDE COUNTY EXECUTIVE, OFFIC	1314-01WIL		JULY 2013 ANIMAL SHELTER, SHEL	12,618.74
					Total :	12,618.74
2 Vouchers for bank code : wf						Bank total : 17,618.74
2 Vouchers in this report						Total vouchers : 17,618.74

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202412	7/18/2013	000312 ADAME LANDSCAPE, INC.	52268		JULY 2013 MONTHLY LANDSCAPE I	125.00
					Total :	125.00
202413	7/18/2013	000549 ENTERPRISE MEDIA	I01080700A I01080700B		PUBLIC NOTICE - ESTABLISH CSA	95.70
					PUBLIC NOTICE - ESTAB. CSA & LM	87.00
					Total :	182.70
202414	7/18/2013	000017 INTERNATIONAL CODE COUNCIL,, INC.	2953835		FY 13/14 - GOVT MEMBER DUES	125.00
					Total :	125.00
202415	7/18/2013	000147 MARATHON REPROGRAPHICS	77090		36X48 BOND, 1 ORIG, 12 PRINT, FC	101.48
					Total :	101.48
202416	7/18/2013	000020 VERIZON	70113A 70113B 70713		7/1/13-7/31/13 OFFICE TELEPHONE	612.97
					7/1/13-7/31/13 TELEPHONE CHARG	40.62
					7/7/13-8/6/13 TELEPHONE CHARGE	41.10
					Total :	694.69
5 Vouchers for bank code : wf						Bank total : 1,228.87
5 Vouchers in this report						Total vouchers : 1,228.87

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202402	7/18/2013	000402 COUNTY OF RIVERSIDE	71013		1/1/13-6/30/13 - CODE/BLDG - BILLII	414.50
					Total :	414.50
202403	7/18/2013	000022 EDISON	70913		CSA 142 ELECTRICAL 5/1/13-6/1/13	1,925.21
					Total :	1,925.21
202404	7/18/2013	000497 EXCEL LANDSCAPE	76851A 76852A	0000076 0000076	ZONE 30 - MAY 2013 LANDSCAPE M ZONE 52 - MAY 2013 LANDSCAPE M	1,001.75 356.60
					Total :	1,358.35
202405	7/18/2013	000016 INNOVATIVE DOCUMENT SOLUTIONS	130970		6/1/13-6/30/13 CONTRACT COPIER	653.96
					Total :	653.96
202406	7/18/2013	000084 MUNISERVICES, LLC	0000031146		STARS SVC 2QTR13 REPORT SALE	394.00
					Total :	394.00
202407	7/18/2013	000085 OFFICE DEPOT	2586484001REISSUE		ORIG CHECK #202190 LOST - REIS	88.51
					Total :	88.51
202408	7/18/2013	000018 ONTRAC	7727068		CODE/CDBG/PROJECT SHIPPING C	21.54
					Total :	21.54
202409	7/18/2013	000067 PETTY CASH	55 56 57 58		SPECIAL EVENT-PETTY CASH REP CEMETERY NOTARY - PETTY CASH OFFICE OF EMERG. TRAVEL - PET CITY MGR TRAVEL - PETTY CASH F	50.00 10.00 8.00 18.00
					Total :	86.00
202410	7/18/2013	000047 RIVERSIDE COUNTY, SHERIFF'S DEPAR	SH0000021932		5/2/13-5/29/13 CONTRACT LAW ENI	96,736.28
					Total :	96,736.28
202411	7/18/2013	000498 VAN DYKE LANDSCAPE ARCHITECTS	18493		ZONE 3 - JUNE 2013 LANDSCAPE F	201.25
					Total :	201.25
10 Vouchers for bank code : wf						Bank total : 101,879.60
10 Vouchers in this report						Total vouchers : 101,879.60

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202421	7/25/2013	000210 ALBERT A. WEBB ASSOCIATES	132554 132555 132556		PROF SVC OAK SPRINGS RANCH / PROF SVC CSA 22,103,142 THRU 6 PROF SVC LLMD89-1-C (20 ZONES	5,000.00 4,250.00 6,250.00 Total : 15,500.00
202422	7/25/2013	000033 AMERICAN FORENSIC NURSES	63399		BLOOD DRAW (5) URINE SPEC (2)	347.56 Total : 347.56
202423	7/25/2013	000034 BIO-TOX LABORATORIES	27271 27273		RC SHERIFF - LAB SERVICES RC SHERIFF - LAB SERVICES	125.10 378.00 Total : 503.10
202424	7/25/2013	000035 COUNTY OF RIVERSIDE, TLMA	TL0000009739		MAY 2013 SLF COSTS	2,297.60 Total : 2,297.60
202425	7/25/2013	000058 DEPARTMENT OF JUSTICE	977727		JUNE 2013 POLICE BLOOD ALCOH	70.00 Total : 70.00
202426	7/25/2013	000178 MORALES, JANET	63013		JUNE 2013 MILEAGE REIMBURSEM	10.17 Total : 10.17
6 Vouchers for bank code : wf					Bank total :	18,728.43
6 Vouchers in this report					Total vouchers :	18,728.43

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202427	7/25/2013	000031 AFLAC, REMITTANCE PROCESSING, CE	493429		JULY 2013 CITY COUNCIL/CITY CLE	475.45
					Total :	475.45
202428	7/25/2013	000008 AT&T MOBILITY	X07202013		COUNCIL MOBILE PHONE 6/13/13-7	77.22
					Total :	77.22
202429	7/25/2013	000299 AUDITOR CONTROLLER GAD- LAFCO	AC0000000950		LAFCO FEES FY 13/14	1,075.36
					Total :	1,075.36
202430	7/25/2013	000027 DIRECT TV	20899800561		7/12/13-8/11/13 CABLE SVC - CITY H	94.99
					Total :	94.99
202431	7/25/2013	000022 EDISON	71713 71813		6/13/13-7/15/13 ELEC - CITY HALL/C 6/17/13-7/17/13 WILDOMAR 31160 C	3,011.21 14.75
					Total :	3,025.96
202432	7/25/2013	000014 GARY NORDQUIST	112285		PARK CLEAN UP DAY SUPPLIES - 7	65.84
					Total :	65.84
202433	7/25/2013	000024 GUARDIAN	71713		AUGUST 2013 CITY DENTAL/VISION	1,514.32
					Total :	1,514.32
202434	7/25/2013	000072 INTERWEST CONSULTING GROUP	15107-A		HARDWARE/SOFTWARE - DELL PC	2,037.28
					Total :	2,037.28
202435	7/25/2013	000304 JOE A. GONSALVES & SON	23819		AUG 2013 CONTRACTUAL LEGISLA	3,000.00
					Total :	3,000.00
202436	7/25/2013	000113 LEAGUE OF CALIFORNIA CITIES	1477		RIVERSIDE DIVISION MEETING - W	70.00
					Total :	70.00
202437	7/25/2013	000147 MARATHON REPROGRAPHICS	77273		36X24 BOND, 5 ORIG, 1 SET - PARK	12.64
					Total :	12.64
202438	7/25/2013	000435 STRATA OAK, LLC C/O STRATA, EQUITY	80113		AUG 2013 CITY HALL MONTHLY LE,	10,147.65
					Total :	10,147.65

Voucher List
City of Wildomar

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>	
202439	7/25/2013	000103 ULINE	52304932		EXPANSION POLY MAILER	86.41	
					Total :	86.41	
13	Vouchers for bank code : wf					Bank total :	21,683.12
13	Vouchers in this report					Total vouchers :	21,683.12

City of Wildomar
Payroll Warrant Register
July 3, 2013

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
7/5/2013	Payroll People	6/15-6/28/13	22,665.14
7/19/2013	Payroll People	6/29-7/12/13	23,198.90
8/1/2013	Payroll People	7/1-7/31/13	178.55
		TOTAL	46,042.59

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.6
CONSENT CALENDAR
Meeting Date: August 14, 2013

TO: Mayor and City Council Members

FROM: Misty V. Cheng, Controller

SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

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

DISCUSSION:

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

FISCAL IMPACT:

None.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Treasurer's Report

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

CITY CASH

FUND	ACCOUNT	INSTITUTION	BALANCE	RATE
All	All	WELLS FARGO	\$ 5,614,247.93	0.00%
		TOTAL	\$ 5,614,247.93	

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	\$ 5,673,657.26	\$ 677,959.86	\$ (737,369.19)	\$ 5,614,247.93	0.000%
		TOTAL	\$ 5,673,657.26	\$ 677,959.86	\$ (737,369.19)	\$ 5,614,247.93	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	\$ 1,542,164.03	\$ 1,542,164.03	\$ 1,542,164.03	100.00%	0	0.244%
	TOTAL	\$ 1,542,164.03	\$ 1,542,164.03	\$ 1,542,164.03	100.00%		

CITY - TOTAL CASH AND INVESTMENT \$ 7,156,411.96

CITY INVESTMENT

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	\$ 1,541,228.20	\$ 935.83	\$ 0.00	\$ 1,542,164.03	0.244%
	TOTAL	\$ 1,541,228.20	\$ 935.83	\$ 0.00	\$ 1,542,164.03	

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

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

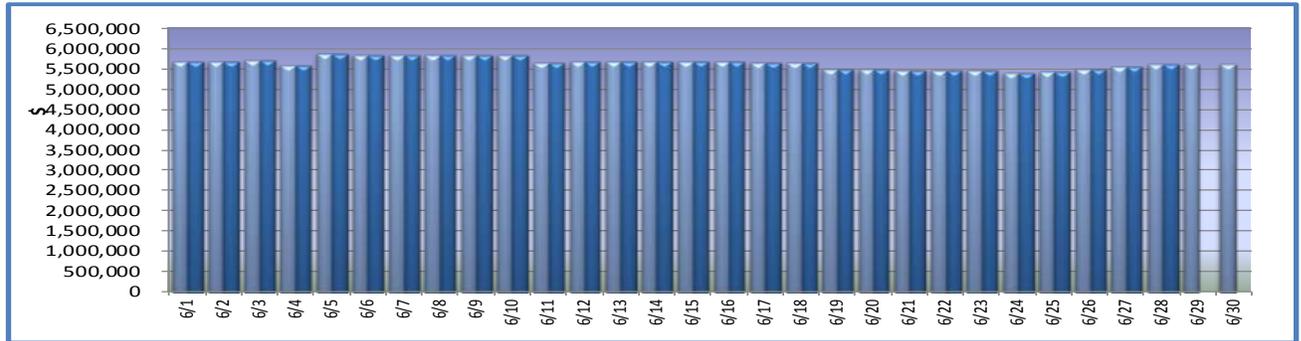
Misty V. Cheng
Controller

Date



June 2013

Daily Cash Balance All Funds Checking Only Pool Report Balance



Fiscal Year	Ending Balance	Monthly Net Activity
Jan 2012	3,459,306	
Feb 2012	2,106,711	(1,352,595)
Mar 2012	2,102,433	(4,279)
Apr 2012	3,052,012	949,579
May 2012	5,602,180	2,550,168
June 2012	4,566,993	(1,035,187)
July 2012	4,200,028	(366,965)
August 2012	4,109,986	(90,042)
Sept 2012	4,225,751	115,764
Oct 2012	3,856,256	(369,494)
Nov 2012	3,865,806	9,550
Dec 2012	8,485,880	4,620,074
Jan 2013	8,278,187	(207,693)
Feb 2013	6,821,316	(1,456,871)
Mar 2013	7,216,637	395,321
Apr 2013	5,933,768	(1,282,869)
May 2013	5,673,657	(260,111)
June 2013	5,614,248	(59,409)

June 2013		
Date	Ending Balance In Whole \$	Net Change from Prior Day
6/1	5,673,657	-
6/2	5,673,657	-
6/3	5,726,841	53,184
6/4	5,588,106	(138,734)
6/5	5,868,816	280,709
6/6	5,851,479	(17,337)
6/7	5,824,695	(26,784)
6/8	5,824,695	-
6/9	5,824,695	-
6/10	5,831,549	6,854
6/11	5,644,297	(187,252)
6/12	5,664,901	20,604
6/13	5,683,211	18,310
6/14	5,682,184	(1,028)
6/15	5,682,184	-
6/16	5,682,184	-
6/17	5,661,760	(20,424)
6/18	5,645,485	(16,275)
6/19	5,503,368	(142,117)
6/20	5,481,267	(22,101)
6/21	5,468,325	(12,942)
6/22	5,468,325	-
6/23	5,468,325	-
6/24	5,406,528	(61,797)
6/25	5,413,207	6,679
6/26	5,499,085	85,878
6/27	5,547,576	48,491
6/28	5,614,248	66,672
6/29	5,614,248	-
6/30	5,614,248	-

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.7
CONSENT CALENDAR
Meeting Date: August 14, 2013

TO: Mayor and City Council Members
FROM: Debbie A. Lee, City Clerk
SUBJECT: Appointments to the Public Agency Risk Sharing Authority of California (PARSAC)

STAFF REPORT

RECOMMENDATION:

That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2013 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, RESCINDING RESOLUTION NO. 2011-03 AND
APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE PUBLIC
AGENCY RISK SHARING AUTHORITY OF CALIFORNIA (PARSAC)
BOARD OF DIRECTORS

BACKGROUND:

At the City Council meeting of July 10, 2013, the City Council made appointments to some of the various regional committees, commissions, and boards. One of these appointments was to the Public Agency Risk Sharing Authority of California (PARSAC). The City Council appointed the City's Risk Manager, Debbie Lee, as the representative, and Council Member Marsha Swanson as the alternate.

In order for PARSAC to recognize these changes the Council must adopt a formal Resolution and also rescind Resolution No. 2011-03. Once adopted, the City Clerk will send a certified copy of the Resolution to PARSAC after which the City's representative and alternate will be official.

PARSAC also recommended that the Resolution appoint representatives by title, rather than by designating a specific person. In this way when the City Council reorganizes it will not have to adopt another Resolution unless the Council wishes to appoint someone other than "one Council Member" or "Risk Manager".

Staff has worked with PARSAC to ensure that the way in which the appointments are done are to the satisfaction of PARSAC to avoid any problems.

FISCAL IMPACTS:

None.

Submitted by:
Debbie A. Lee, CMC
City Clerk

Approved by:
Gary Nordquist
City Manager

RESOLUTION NO. 2013 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, RESCINDING RESOLUTION NO. 2011-03,
AND APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE
PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA
(PARSAC) BOARD OF DIRECTORS**

Whereas, the City of Wildomar (the "City") is a party to the Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California, dated December 2, 2010 (the "Joint Powers Agreement") and, as such, is a Member Agency of the Public Agency Risk Sharing Authority of California ("PARSAC"), as that term is defined in the Joint Powers Agreement; and

Whereas, pursuant to the Joint Powers Agreement, each Member Agency of PARSAC is required to appoint a Director and an Alternate Director to act in the Director's absence, to represent the City/Town as if the City/Town itself were present and acting on the PARSAC Board of Directors for all matters which come before such Board of Directors, and also for the Director to be eligible for serving on the PARSAC Executive Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wildomar, California, does hereby rescind Resolution No. 2011-03 in its entirety; and

BE IT FURTHER RESOLVED that the City Council hereby appoints the City's Risk Manager to serve as its Director on the PARSAC Board of Directors to act on behalf of the City; and appoints one Council Member to serve as Alternate Director in the absence of the Director; and

BE IT FURTHER RESOLVED that the City Clerk is instructed to inform the Secretary of PARSAC of the above appointments by sending a certified copy of this Resolution to PARSAC's business office.

PASSED, APPROVED, AND ADOPTED this 14th day of August, 2013.

Timothy Walker
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 14, 2013

TO: Mayor and Council Members
FROM: Dan York, Public Works Director/City Engineer
SUBJECT: Funding Transmittal Agreement with County of Riverside

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council execute the Funding Transmittal Agreement with the County of Riverside.

BACKGROUND:

The County of Riverside prior to City incorporation required various tract developments to construct certain improvements or submit a cash-in-lieu deposit. Staff requested from the County to transfer all cash-in-lieu deposits to the City. The total funds to be transferred to the City are \$661,859.34. Attachment A designates the improvement and location these funds shall be used. The Funding Transmittal Agreement is Attachment B.

FISCAL IMPACTS:

There are no fiscal impacts to the City as this time. Once the improvements are constructed, the City will be responsible for maintenance.

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

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Attachment A-Cash-in-Lieu List of Projects
Attachment B-Funding Transmittal Agreement

ATTACHMENT A



TRANSPORTATION DEPARTMENT
 CASH IN LIEU - CITY OF WILDOMAR
 20000-3130100000-230106
 UPDATED 03/24/11

DEVELOPER	SCOPE OF WORK	STREET NAME(S)	CROSS STREETS	LENGTH OF WORK	ADDRESS	PARENT PROJECT	TIP	IP	DEPOSITS	TRANSACTION DATE
17 CK Self-Storage, LLC	60" RCP Line "A" maint	Elizabeth Lane	Clinton Keith Rd @ Elizabeth Ln	300'	41391 Kalmia Street, Ste 200 92562 Murrieta, CA	PP16953		IP010128	3,350.00	01/23/04
41 KB Home Coastal, Inc.	C&G/Sdwk both sides #1:8' paving #2:32' paving	La Estrella Road	David Ln to 200' e/o Via Sarah	1,500'	26201 Ynez Rd, Ste 104 CA 92591 Temecula,	TR22948 PM 362-180-010		IP020168	508,442.48	02/24/05
43 Beazer Homes	C&G/Sdwk	La Estrella Road	#1:Crossroads St to 500' wly #2:Crossroads St to 200' wly	700'	1100 Town & Country Rd #100 Orange, CA 92868	TR30656		IP030114	65,801.00	03/24/05
55 BEG, LLC	Half Median Projects	Palomar Street	700' W/O Windsong	600'	P.O. Box 2990 Beach, CA 92658-9108 Newport	TR30939 TR30839		IP030153, IP030152	45,889.86	08/09/05
172 Murrieta Springs Church	Off site road	Palomar Street	Starbuck to Washington	600'		PM29005		IP990081	38,376.00	04/05/00
TOTAL									661,859.34	

ATTACHMENT B

**FUNDING TRANSMITTAL AGREEMENT
BY AND BETWEEN THE COUNTY OF RIVERSIDE
ON BEHALF OF THE TRANSPORTATION DEPARTMENT
AND
CITY OF WILDOMAR**

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the County of Riverside, a political subdivision of the State of California (County), on behalf of its Transportation Department, and the City of Wildomar, a newly incorporated City within the boundaries of the County of Riverside, and is made with reference to the following background facts and circumstances:

WHEREAS, the County of Riverside, as a Condition of Approval for various proposed tract developments, required developers construct certain improvements, or submit a cash-in-lieu deposit with County if current construction of the required improvement was not feasible; and,

WHEREAS, the affected property and proposed construction were within the unincorporated area of County when developer(s) filed their tract maps and the Conditions of Approval were approved by County; and,

WHEREAS, the required improvements have not yet been built which has created a source of funds with which to construct such projects when the project build-out is feasible; and,

WHEREAS, the developer's property and the required improvement is now within the newly incorporated boundaries of City; and,

WHEREAS, County desires to transmit the cash-in-lieu deposit(s) to City, subject to the condition that the deposits be used for the construction of the required improvement(s).

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the parties do agree as follows:

1. The above referenced Recitals are incorporated herein.
2. The understanding embodied in this Agreement is for the transmittal of funds by County to City to be used solely toward the construction of those improvement project(s) that have been identified in the Conditions of Approval applicable to developer projects as set forth in Attachment A hereto, and incorporated herein by this reference.
3. City incorporated and began operation as a City according to all applicable rules, regulations and laws of the State of California as of July 1, 2008.
4. It is the Agreement between County and City that the total funds to be transmitted to City is \$661,859.34 as allocated to each project as set forth in Attachment A.
5. Upon transmittal of the funds noted herein, City shall be solely responsible for retention/handling of such funds until the listed project(s) are constructed.

6. The parties agree that should circumstances arise which result in additional work or costs for the project(s) not covered by the funds transmitted herewith, City shall be solely responsible to deal with the project costs.

7. City shall maintain an accounting of all funds received from County pursuant to this Agreement in accordance with generally accepted accounting principles. City agrees to keep all project records for a period of not less than three years from the date a notice of completion is filed by the City on such projects; or, if the projects are not ones as to which a notice of completion would normally be recorded, for three years from the date of completion. City shall permit County or any other appropriate government agency, at any reasonable time, upon reasonable notice, to inspect any records maintained in connection with the funds and project(s). County shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection.

8. No waiver of any event of default or breach by one party hereunder shall be implied from any omission by the other party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by one party to or of any act by the other party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.

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

10. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by voluntary negotiations between the parties shall first be decided by the County Transportation Director or designee, who may consider any written or verbal evidence submitted by City. This decision shall be issued in writing. However, no action in accordance with this Section shall in any way limit either party's rights and remedies through actions in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its consideration by County will excuse City from performance in accordance with the terms of this Agreement.

11. City warrants that all aspects of the handling of the funds hereunder and the project(s) associated therewith shall be undertaken in compliance with all applicable local, state and federal rules, regulations and laws.

12. This Agreement may not be assigned without the express written consent of County first being obtained.

13. City, its successors in interest and assigns shall be bound by all the provisions contained in this Agreement.

14. City warrants that the funds received by City pursuant to this Agreement shall only be used in a manner consistent with the listing of project(s) set forth in Attachment A, and

all applicable regulations and laws. Any provision required to be included in this type of agreement by federal or state law shall be deemed to be incorporated into this Agreement.

15. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS); sent by telecopier or facsimile machine capable of confirming transmission and receipt; or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to Agency: Juan C. Perez
Director of Transportation and Land Management
Transportation Department
4080 Lemon Street, 8th Floor
P.O. Box 1090
Riverside, CA 92502-1090
Telephone: (951) 955-6740
Fax: (951) 955-3198

If to City: Daniel A. York
Director of Public Works/City ~~Manager~~ Engineer
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Telephone: (951) 677-7751
Fax: (951) 698-1463

Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the: (i) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or registered mail, return receipt requested. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

16. This Agreement and the attachments hereto contain the entire agreement between the parties, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matter dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.

17. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. In the event either party hereto brings an action or proceeding for a declaration of the rights of the parties, for injunctive relief, for an alleged breach or default, or any other action arising out of this Agreement, or the transactions contemplated hereby, the prevailing party in

any such action shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

19. This Agreement and all documents provided for herein shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising from this Agreement shall be adjudicated in the courts of Riverside County, State of California.

20. City warrants that the execution, delivery and performance of this Agreement and any and all related documents are duly authorized at time of execution and do not require the further consent or approval of any body, board or commission or other authority.

21. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this date:

ATTEST

COUNTY OF RIVERSIDE

By: _____
Clerk to the Board

By: _____
Chairman, Board of Supervisors

ATTEST:

CITY OF WILDOMAR

By: _____

By: _____
Timothy Walker, Mayor

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.9
CONSENT CALENDAR
Meeting Date: August 14, 2013

TO: Mayor and Council Members

FROM: Dan York, Public Works Director/City Engineer

SUBJECT: Tentative Tract Map 31479 Final Map and Subdivision Improvement Agreement (11-0254)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2013 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, APPROVING FINAL MAP FOR TENTATIVE TRACT MAP 31479 AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION
IMPROVEMENT AGREEMENT AND THE LIEN AGREEMENT

2. Authorize the City Manager to execute the Cooperative Agreement with Riverside County Flood Control.

BACKGROUND:

Tentative Tract Map 31479 was originally approved on February 24, 2004 by the County of Riverside (County), prior to the incorporation of the City of Wildomar (City). Through approved extensions of time and legislative time extensions the expiration of the Tentative Map is February 24, 2014. Tract 31479 is on the east side of George Avenue Road, the west side of Iodine Springs, and will be north of Varian Way to be improved by the subdivision.

Tentative Tract Map 31479 includes 51 residential lots, and 1 open space lot on 15.5 acres. The Final Map submitted for approval by RANCON EQUITY PARTNERS III LLC 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 2) has been reviewed and approved by the City Attorney. All applicable Final Map conditions of approval have been satisfied except condition 45, 46, 48 and 50 as deferred in Exhibit D – Subdivision Improvement Agreement. A Lien Agreement in Exhibit E – Subdivision Improvement Agreement has been reviewed and approved by the City Attorney and accepted as an appropriate Security to the City for performance, labor and materials, and warranty.

To satisfy condition 55 for Riverside County Flood Control maintenance, staff requests City Council authorize the City Manager to execute the Cooperative Agreement (Attachment 3).

FISCAL IMPACTS:

There are no fiscal impacts to the City as this time. Once the project is constructed and the public improvements are accepted by the City, the City will be responsible for the maintenance of street improvements within the subdivision.

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

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Attachment 1-Resolution and Tract Map 31479
Attachment 2-Subdivision Improvement Agreement
Attachment 3-Cooperative Agreement

ATTACHMENT 1

RESOLUTION NO. 2013 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING FINAL MAP FOR TENTATIVE TRACT MAP 31479, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT AND THE LIEN AGREEMENT

WHEREAS, the Board of Supervisors of the County of Riverside (County) approved Tentative Tract Map 31479, on February 24, 2004, prior to incorporation of the City of Wildomar (City); and

WHEREAS, consistent with the approved Tentative Map, Rancon Equity Partners III LLC, 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 County of Riverside on March 16, 2004 prior to incorporation of the City ; and

WHEREAS, the City has determined that this Final Map is categorically exempt from the California Environmental Quality Act (CEQA) Statuary 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), Statuary 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 and the Lien 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 13th day of March, 2013.

Timothy Walker
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

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

SHEET 1 OF 5 SHEETS

TRACT NO. 31479

BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 7504 FILED IN BOOK 24, PAGE 16 OF PARCEL MAPS TOGETHER WITH PARCELS 1 THROUGH 4, INCLUSIVE, AND LOTS "A", "B", "C" AND "D" OF PARCEL MAP NO. 9268 FILED IN BOOK 41 PAGE 67 OF PARCEL MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND BEING LOCATED IN SECTION 31, T.6S., R.3W., S.B.M.



FEBRUARY 2012

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 PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES LOTS "A" THROUGH "F", INCLUSIVE.

WE ALSO HEREBY DEDICATE TO PUBLIC USE THE 3.00 FOOT WIDE EASEMENTS AS SHOWN HEREON FOR PUBLIC UTILITY PURPOSES.

WE ALSO HEREBY DEDICATE TO PUBLIC USE THE STORM DRAIN AND ACCESS EASEMENT OVER A PORTION OF LOT 34 AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

AS A CONDITION OF DEDICATION OF LOT "A" (100LINE SPRINGS ROAD) AND LOT "F" (GEORGE AVENUE), THE OWNERS OF LOTS 1 THROUGH 7, INCLUSIVE, LOT 32, LOT 33 AND LOTS 42 THROUGH 52, INCLUSIVE, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

WE HEREBY RESERVE A PRIVATE EASEMENT FOR DRAINAGE MAINTENANCE AND ACCESS PURPOSES OVER ALL OF OPEN SPACE LOT 52 AS SHOWN HEREON FOR THE BENEFIT OF OURSELVES, ASSIGNS AND LOT OWNERS WITHIN THIS TRACT.

WE ALSO HEREBY RETAIN OPEN SPACE LOT 52, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, ASSIGNS AND LOT OWNERS WITHIN THIS TRACT.

RANCON EQUITY PARTNERS III, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

NAME: Daniel L Steinhilber
TITLE: Manager

NAME: _____
TITLE: _____

NOTARY ACKNOWLEDGEMENT
STATE OF CALIFORNIA
COUNTY OF Riverside

ON THIS 17th DAY OF April, 2013 BEFORE ME Nicole Race A NOTARY PUBLIC, PERSONALLY APPEARED Daniel L Steinhilber

AND _____ 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/IT/HEY 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/IES ON 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

MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY.

SIGNATURE: Nicole Race
NOTARY PUBLIC IN AND FOR STATE

COMMISSION NO. 1857843
EXPIRATION DATE: July 13, 2013

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RANCON EQUITY PARTNERS III, IN OCTOBER, 2011. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCURRY THE POSITIONS INDICATED, OR THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRADED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: Feb 17, 2013.

WILLIAM L. GREEN, L.S. 4547
EXPIRES 09-30-14



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 NO. 31479 AS FILED, AMENDED, AND APPROVED BY THE CITY COUNCIL ON OCTOBER 6, 2010, THE EXPIRATION DATE BEING OCTOBER 6, 2014. I HEREBY STATE THAT THE TRACT MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: _____, 2013

DANIEL A. YORK
P.E. 43212, LICENSE EXPIRES: 03/31/2014
L.S. 7962, LICENSE EXPIRES: 03/31/2014
CITY ENGINEER

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 \$ _____.
DATED: _____, 2013.

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 THE 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.

DATED: _____, 2013.
CASH TAX BOND
DON KENT
COUNTY TAX COLLECTOR

KECIA HARPER-HEM
CLERK OF THE BOARD OF SUPERVISORS
BY: _____ DEPUTY

CITY CLERK'S STATEMENT

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

WE ALSO HEREBY ACCEPT THE 3.00 FOOT WIDE EASEMENTS FOR PUBLIC UTILITY PURPOSES AS SHOWN HEREON.

WE HEREBY ACCEPT THE STORM DRAIN AND ACCESS EASEMENT OVER A PORTION OF LOT 34 FOR MAINTENANCE.

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

DATED: _____, 2013
DEBBIE A. LEE, CMC
CITY CLERK, CITY OF WILDOMAR

NOTICE OF DRAINAGE FEES

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

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

SEC. 31, T6S, R3W

SCHEDULE "A"

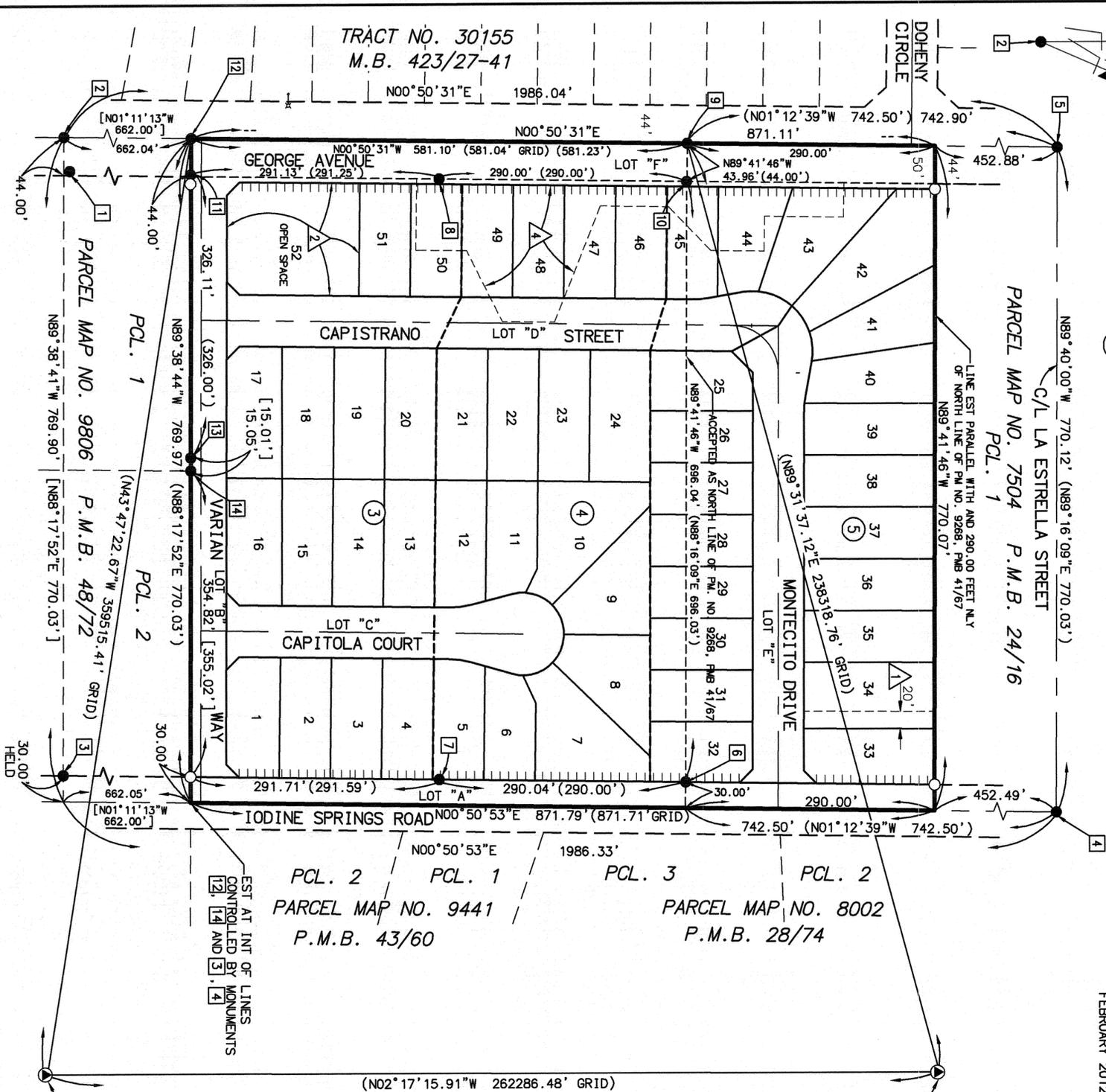
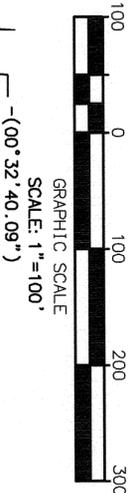
TRACT NO. 31479

BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 7504 FILED IN BOOK 24, PAGE 16 OF PARCEL MAPS TOGETHER WITH PARCELS 1 THROUGH 4, INCLUSIVE, AND LOTS "A", "B", "C" AND "D" OF PARCEL MAP NO. 9268 FILED IN BOOK 41 PAGE 67 OF PARCEL MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND BEING LOCATED IN SECTION 31, T. 6S., R. 3W., S.B.M.

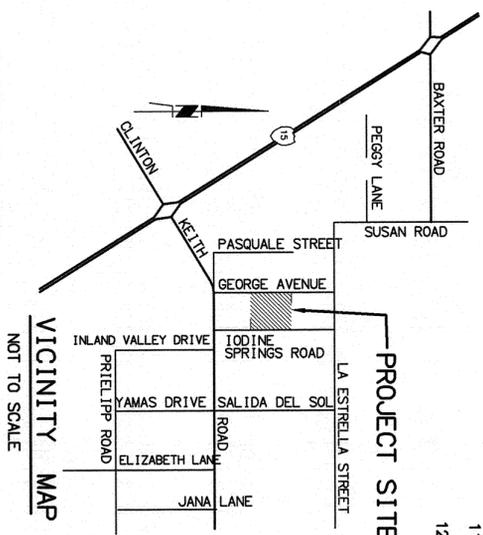
BOUNDARY CONTROL AND SHEET INDEX MAP

3 INDICATES SHEET NUMBER

PBF
CONSULTING
FEBRUARY 2012



PIN 1 (IN COUNTY OF RIVERSIDE)
2166428.9890
6498294.5788
STEEL DISK W/SMALL DRILL HOLE
SET IN CONCRETE PAD STAMPED
"PFO 1989 UCSD 16PP"



EASEMENT NOTES

- 1 INDICATES AN EASEMENT DEDICATED HEREON TO PUBLIC USE FOR STORM DRAIN AND ACCESS PURPOSES.
- 2 INDICATES A PRIVATE EASEMENT FOR DRAINAGE MAINTENANCE AND ACCESS PURPOSES RESERVED HEREON. (HOA MAINTAINED)
- 3 INDICATES AN EASEMENT FOR PUBLIC UTILITY AND ELECTRICAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY PER DOCUMENTS RECORDED 8/1/1977 AS INSTRUMENT NO. 147331 AND INSTRUMENT NO. 147332, BOTH OF OFFICIAL RECORDS.
- 4 INDICATES AN IRREVOCABLE OFFER OF DEDICATION OF A STORM DRAIN EASEMENT FOR FLOOD CONTROL AND DRAINAGE PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER A DOCUMENT RECORDED 3-13-07 AS INSTRUMENT NO. 2007-0170127, OF OFFICIAL RECORDS, AND ACCEPTED BY THE CITY OF WILDOMAR PER DOCUMENT RECORDED JANUARY 9, 2012 AS DOCUMENT NO. 2012-0008405, OF OFFICIAL RECORDS. (PARTIALLY WITHIN STREETS).
- 5 INDICATES A 3.00 FOOT EASEMENT DEDICATED HEREON FOR PUBLIC UTILITY PURPOSES.

MONUMENT NOTES

MONUMENT NOTES

INDICATES FOUND MONUMENT AS NOTED AND REFERENCED HEREON.

- 1 1" IP W/TAG "LS 3698", DOWN 0.5', PER PM NO. 9806, P.M.B. 48/72; N35°25'36"W 0.19' FROM CORNER.
- 2 1" IP W/TAG "LS 3365", DOWN 0.1', PER PM NO. 9806, P.M.B. 48/72 AND M.B. 423/27-41, ACC. AS BEING ON CENTERLINE GEORGE ROAD.
- 3 1" IP W/TAG "LS 3698", DOWN 0.2', PER PM NO. 9806, P.M.B. 48/72, ON LINE.
- 4 1" IP W/NO TAG, FLUSH, PER PM NO. 9268, P.M.B. 41/67, SET TAG "LS 4547".
- 5 1" IP W/TAG "LS 3316", DOWN 0.8', PER PM NO. 9268, P.M.B. 41/67 & M.B. 423/27-41, ACC. AS WEST 1/4 CORNER OF SECTION 31, T6S, R3W, S8M.
- 6 1" IP W/TAG "LS 3698", FLUSH, PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- 7 1" IP W/TAG "LS 3698", FLUSH, PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- 8 1" IP W/TAG "LS 3698", FLUSH, PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- 9 1" IP W/TAG "LS 3698", DOWN 0.5' PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- 10 1" IP W/TAG "LS 3698", DOWN 0.2', PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- 11 1" IP W/TAG "LS 3698", DOWN 0.5', PER PM NO. 9268, P.M.B. 41/67, ON LINE. SET TAG "LS 7566".
- 12 1" IP W/TAG "LS 7566", DOWN 1.6', IN LIEU OF 1 1/2" IP W/TAG "LS 862" PER PM NO. 9268 P.M.B. 41/67, ON LINE. SET TAG "LS 7566".
- 13 1" IP W/TAG "LS 3698", UP 0.2', PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- 14 1" IP W/TAG "LS 3698", FLUSH, PER PM 9806, P.M.B. 48/72, ON LINE.

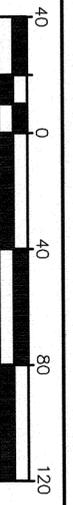
BASIS OF BEARINGS NOTE

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "PIN 1" AND "MON P" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 2004.0) AS SHOWN HEREON. ALL DISTANCES ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY 0.99990406.

ENVIRONMENTAL CONSTRAINT NOTE

THE ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY ENGINEER, CITY OF WILDOMAR IN EGS BOOK _____ PAGE _____ AND THE CONSTRAINTS AFFECT ALL LOTS IN THE SUBDIVISION.

- MON P (IN COUNTY OF SAN DIEGO)
1904351.5677
6508764.5803
JOINED PIPES W/STD. SURVEY
SCREW IN TOP.



GRAPHIC SCALE
SCALE: 1"=40'

EASEMENT NOTES

- 1 INDICATES A PRIVATE EASEMENT FOR DRAINAGE MAINTENANCE AND ACCESS PURPOSES RESERVED HEREON. (HOA MAINTAINED)
- 2 ELECTRICAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENTS RECORDED 8/1/1977 AS INSTRUMENT NO. 147331 AND INSTRUMENT NO. 147332, BOTH OF OFFICIAL RECORDS.
- 3 INDICATES AN IRREVOCABLE OFFER OF DEDICATION OF A STORM DRAIN EASEMENT FOR FLOOD CONTROL AND DRAINAGE PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER A DOCUMENT RECORDED 3-13-07 AS INSTRUMENT NO. 2007-0170127, OF OFFICIAL RECORDS, AND ACCEPTED BY THE CITY OF WILDOMAR PER DOCUMENT RECORDED JANUARY 9, 2012 AS DOCUMENT NO. 2012-0008405, OF OFFICIAL RECORDS. (PARTIALLY WITHIN STREETS).
- 4 INDICATES A 3.00 FOOT EASEMENT DEDICATED HEREON FOR PUBLIC UTILITY PURPOSES.

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
TRACT NO. 31479
BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 7504 FILED IN BOOK 24, PAGE 16 OF PARCEL MAPS TOGETHER WITH PARCELS 1 THROUGH 4, INCLUSIVE, AND LOTS "A", "B", "C" AND "D" OF PARCEL MAP NO. 9268 FILED IN BOOK 41 PAGE 67 OF PARCEL MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND BEING LOCATED IN SECTION 31, T. 6S., R. 3W., S. 8M.

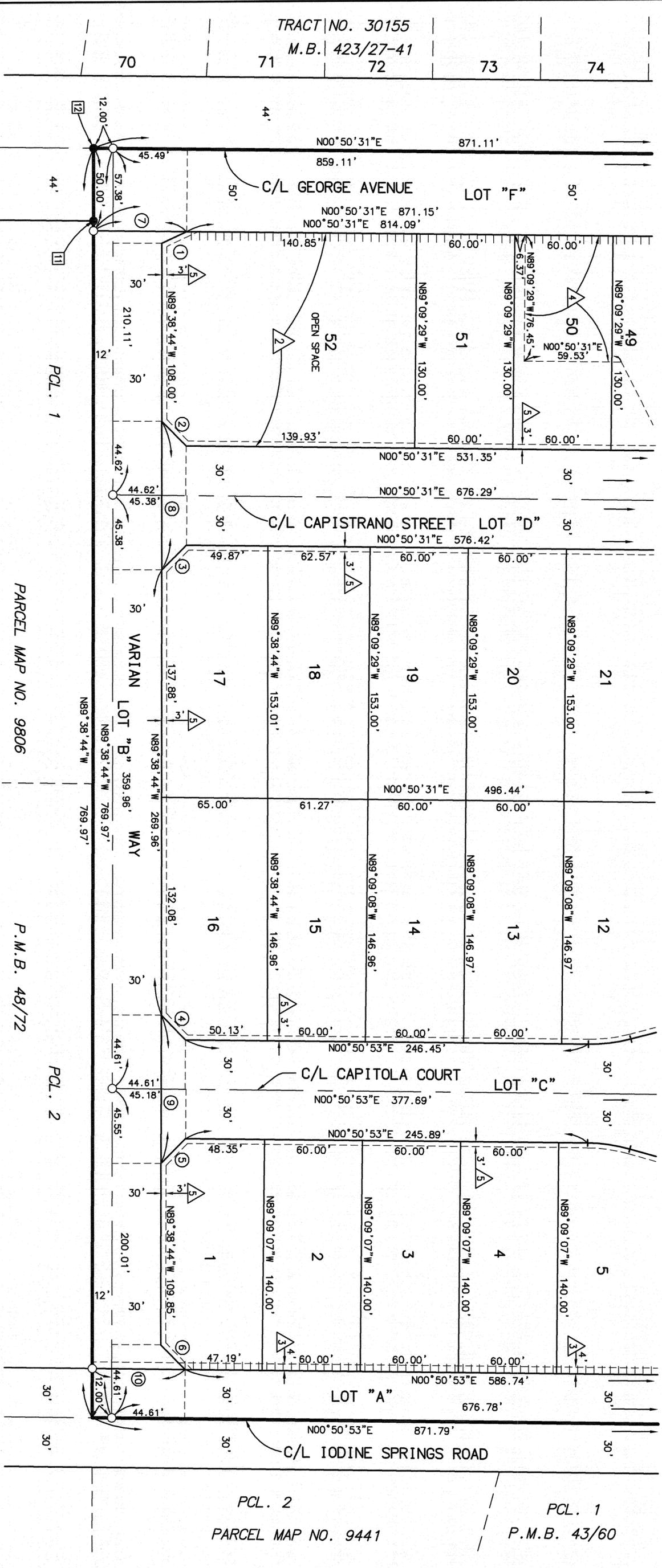


FEBRUARY 2012

SEE SHEET 2 FOR SURVEYOR'S NOTES, MONUMENT NOTES, EASEMENT NOTES, BASIS OF BEARINGS NOTE, ENVIRONMENTAL CONSTRAINT NOTE, BOUNDARY CONTROL AND SHEET INDEX MAP AND VICINITY MAP.

SEE SHEET 4

NO	BEARING/Delta	RADIUS	LENGTH
1	N24°34'29"W	---	16.61'
2	N45°35'53"E	---	21.12'
3	N44°24'07"W	---	21.30'
4	N45°36'05"E	---	21.12'
5	N45°06'29"W	---	21.27'
6	N45°36'05"E	---	21.12'
7	N00°50'31"E	---	57.06'
8	N89°38'44"W	---	90.00'
9	N89°38'44"W	---	90.16'
10	N00°50'53"E	---	56.87'



PCL. 2
PARCEL MAP NO. 9441

PCL. 1
P.M.B. 43/60



GRAPHIC SCALE
SCALE: 1"=40'

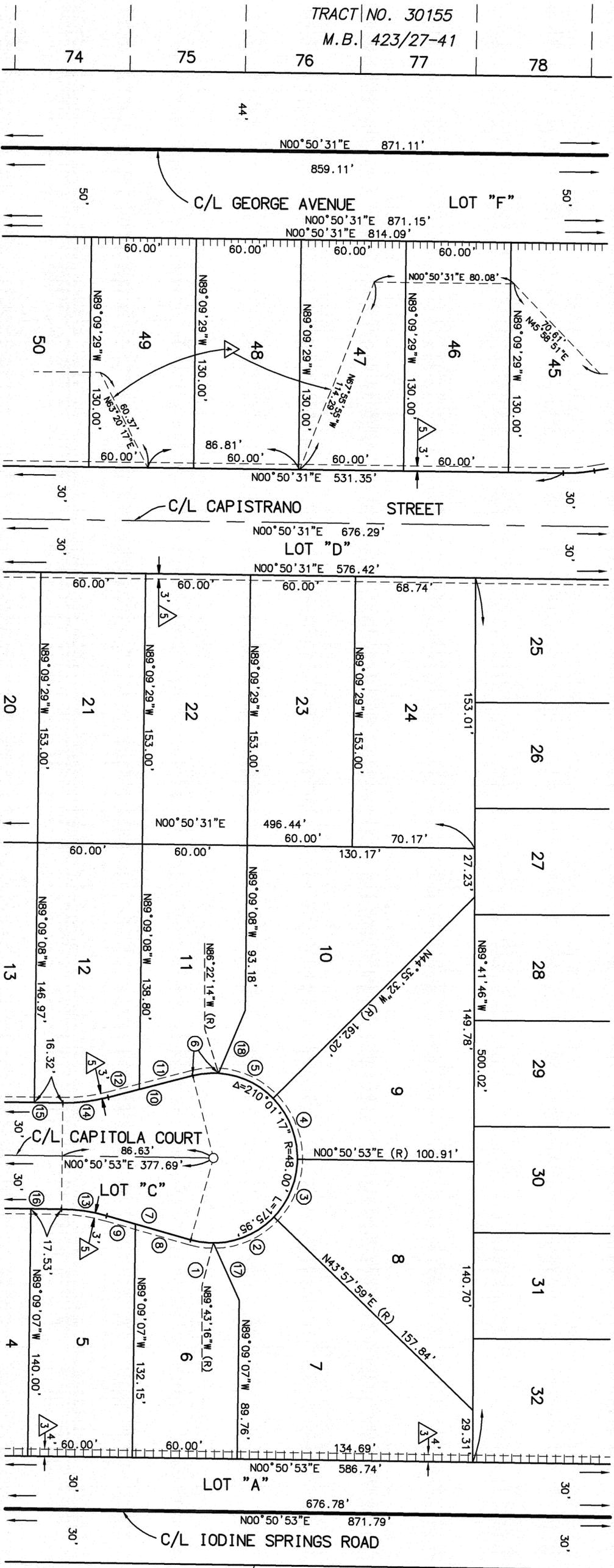
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RBF
CONSULTING
FEBRUARY 2012

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TRACT NO. 31479
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NO	BEARING/Delta	RADIUS	LENGTH
1	15°34'48"	48.00'	13.05'
2	46°18'45"	48.00'	38.80'
3	43°07'06"	48.00'	36.12'
4	45°26'25"	48.00'	38.07'
5	41°46'42"	48.00'	35.00'
6	17°47'31"	48.00'	14.91'
7	15°51'32"E	---	50.00'
8	15°51'32"E	---	32.85'
9	15°51'32"E	---	17.15'
10	15°09'45"W	---	50.00'
11	15°09'45"W	---	31.59'
12	15°00'39"	100.00'	18.41'
13	15°00'39"	100.00'	26.20'
14	15°00'38"	100.00'	26.20'
15	N00°50'53"E	---	246.45'
16	N00°50'53"E	---	245.89'
17	N65°22'06"E	---	35.72'
18	N66°49'13"W	---	38.77'



PCL. 1 PARCEL MAP NO. 9441 / P.M.B. 43/60
PCL. 3 PARCEL MAP NO. 8002 / P.M.B. 28/74

SEE SHEET 2 FOR SURVEYOR'S NOTES, MONUMENT NOTES, EASEMENT NOTES, BASIS OF BEARINGS NOTE, ENVIRONMENTAL CONSTRAINT NOTE, BOUNDARY CONTROL AND SHEET INDEX MAP AND VICINITY MAP.

SEE SHEET 3

SEE SHEET 5



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

TRACT NO. 31479

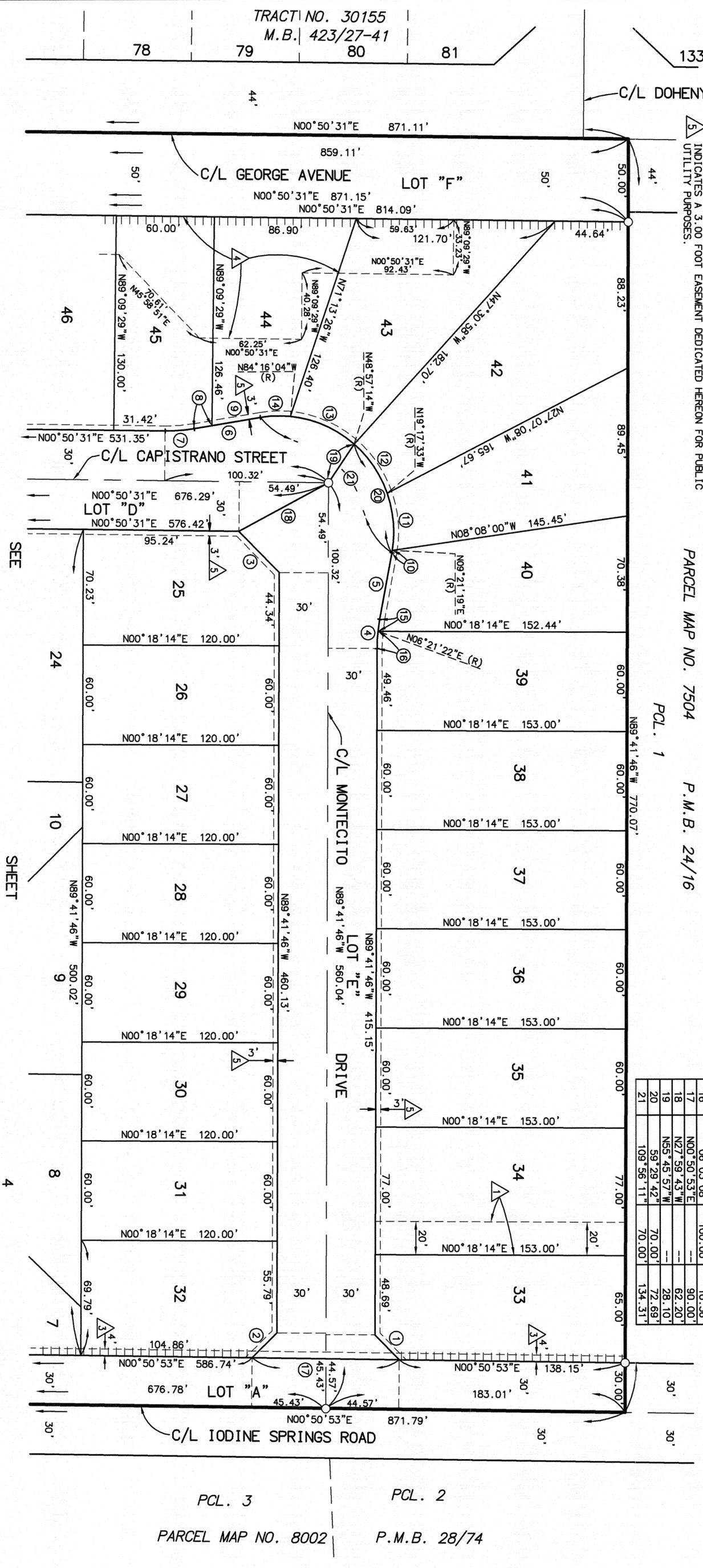
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- EASEMENT NOTES**
- 1 INDICATES AN EASEMENT DEDICATED HERON TO PUBLIC USE FOR STORM DRAIN AND ACCESS PURPOSES.
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PARCEL MAP NO. 7504 P.M.B. 24/16
PCL. 1

DATA TABLE			
NO	BEARING/Delta	RADIUS	LENGTH
1	N45°34'34"E	---	21.11'
2	N44°25'26"W	---	21.31'
3	N45°34'22"E	---	35.19'
4	N10°14'14"W	100.00'	17.87'
5	N79°27'32"W	---	41.04'
6	N09°23'43"W	---	4.104'
7	N10°14'14"W	100.00'	17.87'
8	N09°23'43"W	---	10.99'
9	N09°23'43"W	---	30.05'
10	01°11'09"	70.00'	1.45'
11	28°38'52"	70.00'	35.00'
12	29°39'41"	70.00'	36.24'
13	35°18'50"	70.00'	43.14'
14	15°07'39"	70.00'	18.48'
15	04°11'06"	100.00'	7.30'
16	06°03'08"	100.00'	10.56'
17	N00°50'53"E	---	90.00'
18	N27°59'43"W	---	62.20'
19	N55°45'57"W	---	28.10'
20	S9°29'42"	70.00'	72.69'
21	109°56'11"	70.00'	134.31'



PCL. 3 PARCEL MAP NO. 8002
PCL. 2 P.M.B. 28/74

SEE SHEET 2 FOR SURVEYOR'S NOTES, MONUMENT NOTES, EASEMENT NOTES, BASIS OF BEARINGS NOTE, ENVIRONMENTAL CONSTRAINT NOTE, BOUNDARY CONTROL AND SHEET INDEX MAP AND VICINITY MAP.

ENVIRONMENTAL CONSTRAINT SHEET

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

TRACT NO. 31479

SHEET 1 OF 1 SHEET

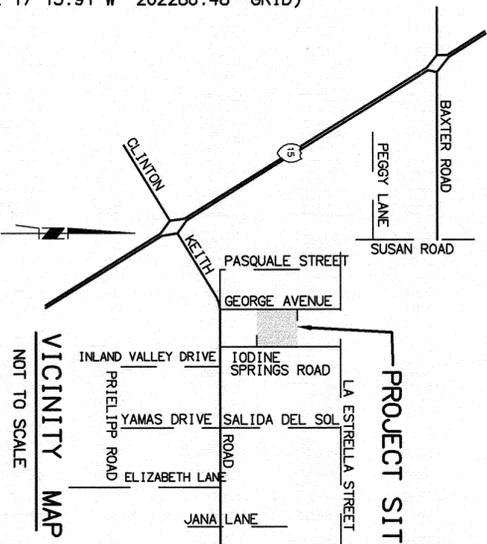
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RBF
CONSULTING
FEBRUARY 2012

BASIS OF BEARINGS NOTE

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "PIN 1" AND "MON P" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 2004.0) AS SHOWN HEREON. ALL DISTANCES ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY 0.99990406.

PIN 1 (IN COUNTY OF RIVERSIDE)
2166428.9890
6498294.5788
STEEL DISK W/SMALL DRILL HOLE
SET IN CONCRETE PAD STAMPED
"PRO 1989 USD 16PP"



PROJECT SITE
VICINITY MAP
NOT TO SCALE

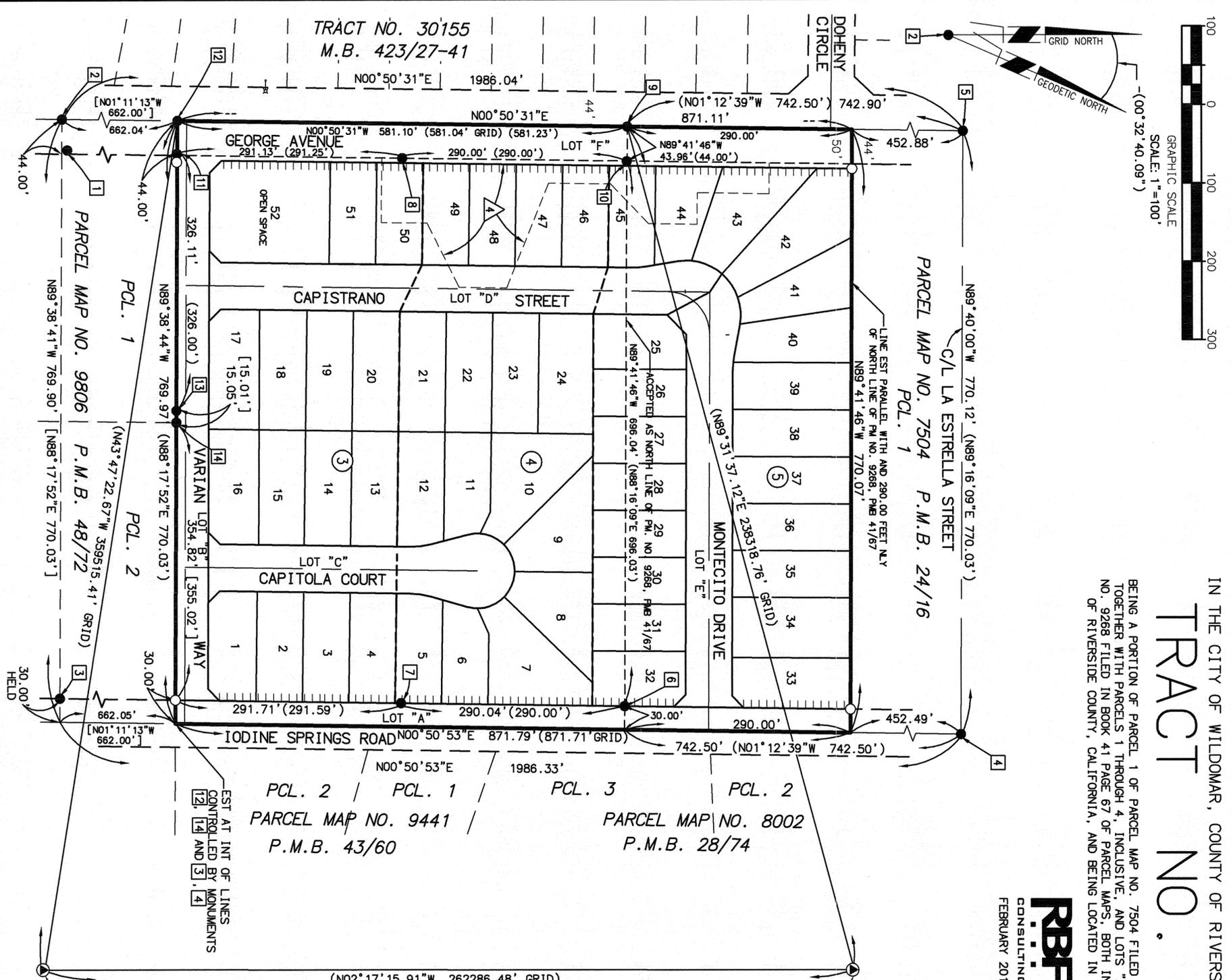
- TRACT NO. 31479 CONTAINS 15.40 ACRES GROSS.
- INDICATES SET 1" IP TAGGED "LS 4547", FLUSH, (RIV CO STD "A" MON), UNLESS OTHERWISE NOTED.
 - SET NAIL AND TAG "LS 4547" (RIV. CO. STD. "E" MON.) IN TOP OF CURB ON SIDE OF LINE PROJECTED IN LIEU OF FRONT LOT CORNERS, UNLESS OTHERWISE NOTED.
 - SET NAIL AND TAG "LS 4547" (RIV. CO. STD. "E" MON.) IN TOP OF CURB ON RADIAL LINE FOR EC'S & BC'S AND AT CORNER CUTBACKS IN LIEU OF FRONT LOT CORNERS.
 - SET 1" IP & TAG "LS 4547", FLUSH, (RIV. CO. STD. "A" MON.), OR A NAIL AND TAG "LS 7566" (RIV. CO. STD. "E" MON.) IN CONCRETE AT REAR LOT CORNERS AND ANGLE POINTS IN SIDE LOT LINES, UNLESS OTHERWISE NOTED.
 - () INDICATES RECORD DATA PER P.M. NO. 9268, P.M.B. 41/67, UNLESS OTHERWISE NOTED.
 - [] INDICATES RECORD DATA PER P.M. NO. 9806, P.M.B. 48/72.
 - DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.
 - ALL MEASUREMENTS SHOWN HEREON ARE GROUND, UNLESS OTHERWISE NOTED.
 - ALL MONUMENTS SHOWN AS SET SHALL BE SET IN ACCORDANCE WITH RIVERSIDE COUNTY ORDINANCE 461.9 AND THE MONUMENTATION AGREEMENT FOR THIS MAP.
 - INDICATES RESTRICTED VEHICULAR ACCESS.
 - C.C. & R.'S PER INSTRUMENT NO. _____, O.R. REC. _____.
 - NO BUILDING PERMITS WILL BE ISSUED ON LOTS 43 THROUGH 50 UNTIL THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT EASEMENT Δ THAT AFFECTS LOTS 43 THROUGH 50 HAS BEEN OBTAINED.

MONUMENT NOTES

- INDICATES FOUND MONUMENT AS NOTED AND REFERENCED HEREON.
- 1" IP W/TAG "LS 3698", DOWN 0.5', PER PM NO. 9806, P.M.B. 48/72; N35°25'36"W 0.19' FROM CORNER.
- 1" IP W/TAG "LS 3365", DOWN 0.1', PER PM NO. 9806, P.M.B. 48/72 AND M.B. 423/27-41; ACC. AS BEING ON CENTERLINE GEORGE ROAD.
- 1" IP W/TAG "LS 3698", DOWN 0.2', PER PM NO. 9806, P.M.B. 48/72, ON LINE.
- 1" IP W/NO TAG, FLUSH, PER PM NO. 9268, P.M.B. 41/67, SET TAG "LS 4547".
- 1" IP W/TAG "LS 3316", DOWN 0.8', PER PM NO. 9268, P.M.B. 41/67 & M.B. 423/27-41; ACC. AS WEST 1/4 CORNER OF SECTION 31, T6S, R3W, S8M.
- 1" IP W/TAG "LS 3698", FLUSH, PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- 1" IP W/TAG "LS 3698", DOWN 0.7', PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- 1" IP W/TAG "LS 3698", FLUSH, PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- 1" IP W/TAG "LS 3698", DOWN 0.5' PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- 1" IP W/TAG "LS 3698", DOWN 0.2', PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- 1" IP W/TAG "LS 3698", DOWN 0.5', PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- 1" IP W/TAG "LS 3698", DOWN 0.5', PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- 1" IP W/TAG "LS 3698", UP 0.2', PER PM NO. 9268/ P.M.B. 41/67, ON LINE.
- 1" IP W/TAG "LS 3698", FLUSH, PER PM 9806, P.M.B. 48/72, ON LINE.

ENVIRONMENTAL CONSTRAINT NOTE

- THIS PROPERTY IS LOCATED WITHIN 45 MILES OF MOUNT PALOMAR OBSERVATORY AND IS SUBJECT TO SPECIAL LIGHTING RESTRICTIONS. ALL PROPOSED OUTDOOR LIGHTING SYSTEMS SHALL COMPLY WITH THE CALIFORNIA INSTITUTE OF TECHNOLOGY, PALOMAR OBSERVATORY RECOMMENDATIONS, CHAPTER 8.80 OF THE WILDOMAR MUNICIPAL CODE.
- THE PROJECT IS LOCATED WITHIN A "HAZARDOUS FIRE AREA" OF RIVERSIDE COUNTY. ANY BUILDING CONSTRUCTED ON LOTS CREATED BY THIS SUBDIVISION SHALL COMPLY WITH THE SPECIAL CONSTRUCTION PROVISIONS CONTAINED IN THE BUILDING CODE.
- THE REQUIRED WATER SYSTEM, INCLUDING FIRE HYDRANTS, SHALL BE INSTALLED AND MATERIAL PLACED ON AN INDIVIDUAL LOT.
- ALL BUILDINGS SHALL BE CONSTRUCTED WITH CLASS "A" ROOFING MATERIAL AS PER THE CALIFORNIA BUILDING CODE.
- NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MARLETA CREEK/WILDOMAR VALLEY AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 66483, ET. SEQ. OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.



ATTACHMENT 2

**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 31479

By and Between

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

and

**RANCON EQUITY PARTNERS III L.L.C.,
a California L.L.C.**

DATED _____, 20__

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 31479

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this ____ day of _____, 20__ by and between the City of Wildomar, a municipal corporation (“City”) and Rancon Equity Partners III L.L.C. (“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. 31479. On October 6, 2010, the City conditionally approved Tract No. 31479.

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. 31479, 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 therefore, acceptable to the City Engineer and City Attorney, for Tract No. 31479.

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. 31479.

DEFINED TERMS

“*Developer*” shall mean Rancon Equity Partners III L.L.C., 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. 31479 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. 31479 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 31479. 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 31479.

“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 31479” shall mean the final map prepared and approved by the City for tentative tract map no. 31479.

“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. 31479 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. 31479 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 (zero months) following approval of the final map for Tract No. 31479.

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. 31479 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.

31479 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. 31479, or as required by other governmental agencies having jurisdiction over Tract No. 31479.

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 therefore.

10.2 **City Acceptance of Public Improvements.** If Tract No. 31479 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 One Million, One Hundred Fifty-Seven Thousand, Four Hundred and Seventy-Six Dollars (\$1,157,476.00), 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. 31479, 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. 31479.

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 Five Hundred Seventy-Eight Thousand, Seven Hundred and Thirty-Eight Dollars (\$578,738.00), which sum shall not be less than one hundred percent (100%) 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 therefore, 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. 31479 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 Twenty-Seven Thousand, Six Hundred Dollars (\$27,600), 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. 31479.

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 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:

Rancon Equity Partners III L.L.C.
41391 Kalmia Street
Suite 200
Murrieta, CA 92562

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. 31479, 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

By: _____
Gary Nordquist, City Manager

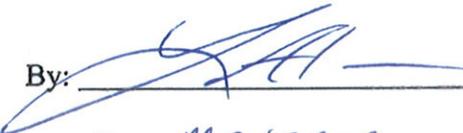
ATTEST:

Debbie Lee
City Clerk

APPROVED AS TO FORM

By: _____
Tom Jex
City Attorney

By: Daniel Stephenson
Rancon Equity Partners III L.L.C.
Its: Managing Partner

By:  _____
Its: MANAGER

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside }

On 8-2-2013 before me, Nicole Racz, Notary Public
Date Here Insert Name and Title of the Officer

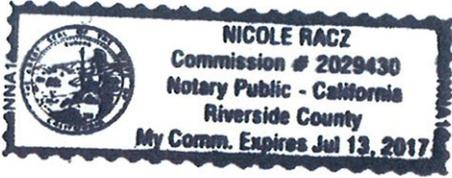
personally appeared Daniel Stephenson
Name(s) of Signer(s)

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.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

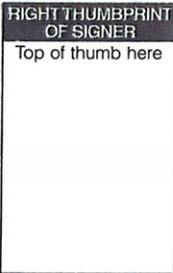
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

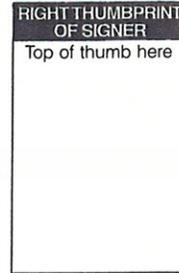
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
TRACT NO. 31479

See Attached

PROPERTY LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 1 OR PARCEL MAP NO. 7504 FILED IN BOOK 24, PAGE 16 OF PARCEL MAPS TOGETHER WITH PARCELS 1 THROUGH 4, INCLUSIVE, AND LOTS "A", "B", "C" AND "D" OF PARCEL MAP NO. 9268 FILED IN BOOK 41 PAGE 67 OF PARCEL MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND BEING LOCATED IN SECTION 31, T.6S., R.3W., S.B.M.

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 31479

See Attached

CONSTRUCTION COST WORKSHEET AND PLAN CHECK FEE CALC SHEET

TENTATIVE TRACT MAP NO.	31479	May 10, 2013
PP, CU, PU, MS, OR VL NO.		BY: <u>RBF CONSULTING</u>
IMPROVEMENTS	FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY ** (50% of Estimated Construction Costs)
Streets/Drainage \$	333,000.00	
Flood Control* \$	=	
Water District	\$0.00	\$0.00
Sewer District	\$0.00	\$0.00
Total	\$333,000.00	\$166,500.00
Warranty Retention (10%)	\$33,300.00	

DESIGN ENGINEERS CALCULATION OF IMPROVEMENT BONDING COSTS

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

Above amounts do X / do not _____ include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

Signature _____ Date _____

JOHN D. TANNER III, RCE 60132
Name typed or printed

Civil Engineer's Stamp

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

*******PLEASE READ INSTRUCTIONS BELOW*******

- 1 Quantities to be taken from improvement plans. Unit costs to be as provided on "Riverside County Improvement Requirement Worksheet".
- 2 Show Performance Bond Amounts to the nearest \$500. Material and Labor Bond Amounts
- 3 For construction items not covered by "Riverside County Improvement Requirement Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If Riverside County 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.

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tentative Tract Map No. 31479

May 10, 2013

OTHER ITEMS NOT LISTED

QNTY	UNIT	ITEM	UNIT COST	AMOUNT
A.		Subtotal		<u>\$231,130.00</u>
B.		Administrative Contingency (20% x A) NOTE: Use 20% for TR and PM Use 5% for PP, CU, Pu, MS and VL Cases		<u>\$46,226.00</u>
C.		Street / Drainage Total (A +B)		<u>\$277,356.00</u>

BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN
(ORD. 460, SEC. 10. 3E)

D.		20% X C	<u>\$55,471.20</u>	
		Streets / Drainage Total (C + D)	<u>332,827.20</u>	

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tentative Tract Map No. 31479

May 10, 2013

WATER IMPROVEMENTS				
QNTY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" Waterline	13.00	\$0.00
	L.F.	6" Waterline	16.00	\$0.00
	L.F.	8" Waterline	21.00	\$0.00
	L.F.	10" Waterline	27.00	\$0.00
	L.F.	12" Waterline	31.00	\$0.00
	EA	4" Gatevalve	650.00	\$0.00
	EA	6" Gatevalve	800.00	\$0.00
	EA	8" Gatevalve	850.00	\$0.00
	EA	10" Gatevalve	1,050.00	\$0.00
	EA	20" Bfv	1,800.00	\$0.00
	EA	Fire Hydrants (6") Super	2,500.00	\$0.00
	EA	Fire Hydrants (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	20" Misc. Fittings	500.00	\$0.00
	EA	Blowoffs (6")	1,800.00	\$0.00
	EA	Service Connections (51 Lots 2 Irr.)	475.00	\$0.00
	EA	Adjust Water Valve to Grade	200.00	\$0.00
	EA	Relocation of Blowoff	1,000.00	\$0.00
	EA	Air And Vacuum Valve	1,850.00	\$0.00
A.		Subtotal		\$0.00
B.		Administrative Contingency (20% x A) NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		\$0.00
C.		Water Total (A + B)		\$0.00
BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN (ORD. 460, SECT. 10. 3E)				
D.		20% X C		\$0.00
		Water Total (C + D)		\$0.00



CONSTRUCTION COST ESTIMATE
FOR ON-SITE IMPROVEMENTS

WATER/RW IMPROVEMENTS

Project:

Prepared by:

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	LF	4" PVC Water Main	\$60.00	\$0.00
	LF	6" PVC Water Main	\$80.00	\$0.00
2193	LF	8" PVC Water Main	\$120.00	\$263,160.00
	LF	12" PVC Water Main	\$150.00	\$0.00
	LF	16" DIP Water Main	\$180.00	\$0.00
	LF	18" DIP Water Main	\$220.00	\$0.00
	LF	20" DIP Water Main	\$260.00	\$0.00
	EA	4" RW Gate Valve	\$2,000.00	\$0.00
	EA	6" RW Gate Valve	\$3,000.00	\$0.00
9	EA	8" RW Gate Valve	\$4,000.00	\$36,000.00
	EA	12" Butterfly Gate Valve	\$8,000.00	\$0.00
	EA	16" Butterfly Valve	\$12,000.00	\$0.00
	EA	18" Butterfly Valve	\$15,000.00	\$0.00
4	EA	20" Butterfly Valve	\$18,000.00	\$72,000.00
	EA	24" Butterfly Valve	\$21,000.00	\$0.00
	EA	Fire Hydrant (6") Super	\$9,000.00	\$0.00
8	EA	Fire Hydrant (6") Standard	\$7,000.00	\$56,000.00
	EA	Adjust Water valve to Grade	\$1,000.00	\$0.00
	EA	Relocation of Blowoff	\$6,000.00	\$0.00
51	EA	1" Water Service	\$2,000.00	\$102,000.00
1	EA	2" Water Service	\$3,000.00	\$3,000.00
3	EA	1" Air/Vac Assembly	\$2,000.00	\$6,000.00
	EA	2" Air/Vac Assembly	\$4,000.00	\$0.00
	EA	4" Air/Vac Assembly	\$6,000.00	\$0.00
	EA	4" Blowoff	\$8,000.00	\$0.00
	EA	6" Blowoff	\$12,000.00	\$0.00
	IN/LF	Steel Casing	\$20.00	\$0.00
	EA	1' Sample Point	\$2,000.00	\$0.00
	LS	Traffic Control	n/a	\$0.00
	EA	4" DCDA	\$4,000.00	\$0.00
	EA	6" DCDA	\$5,000.00	\$0.00
	EA	8" DCDA	\$7,000.00	\$0.00
	EA	10" DCDA	\$9,000.00	\$0.00
	EA	8" Hot Tap	\$10,000.00	\$0.00
	EA	12" Hot Tap	\$15,000.00	\$0.00
	EA	16" Hot Tap	\$25,000.00	\$0.00
			Subtotal	\$538,160.00
			20% Contingency	\$53,816.00
			Total	\$591,976.00

1. Unit prices for steel or ductile iron pipeline shall be 35% greater than PVC in size 4-16 inch diameters and 20% greater than PVC in sizes 18-24 inch diameters. PVC will not be considered in sizes above 24-inch.

2. Unit prices are for average depth and normal soil conditions. Unit prices shall increase where rocky soils, excavation through rock formations or extra depth occur.

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 CONSTRUCTION COST WORKSHEET
 AND PLAN CHECK FEE CALCULATION SHEET

PARCEL MAP OR TRACT MAP NO. _____ DATE: _____
 PP, CU, PU, MS OR VL NO. _____ IP: _____

IMPROVEMENTS		FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage	\$ 232,690.36	\$ 232,500.00	\$ 116,250.00
*Flood Control	\$ 0.00	\$ 0.00	\$ 0.00
Water	\$ 0.00	\$ 0.00	\$ 0.00
District Name			
Sewer	\$ 0.00	\$ 0.00	\$ 0.00
District Name			
Total	<u>232,690.36</u>	<u>232,500.00</u>	<u>116,250.00</u>
Warranty Retention (10%)		\$ 23,250.00	

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 County's unit costs, are accurate for determining bonding costs

Above amounts do do not include additional 20% for recordation prior to having signed plans (Ordinance460, Section 10.3E).

Signature _____ Date _____
 Name Typed or printed _____ 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 ***

1. Quantities are to be taken from the Improvement Plans Unit cost are to be as provided on "Riverside County Improvement Requirement Worksheet."

2. 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.

3. For Construction items not covered by "Riverside County Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If Riverside County 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.

Construction_Cost_Worksheet_TRANS.xls

UNIT COSTS 3/01/2008
 FORMAT 3/01/2008

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
ROADWAY EXCAVATION				
2,083	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 41,666.67
		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.)		
972	L.F.	Sawcut Exist. A.C. Pavement	\$ 1.00	\$ 972.00
1,944	S.F.	Cold Plane A.C. Pavement	\$ 0.50	\$ 972.00
	S.Y.	Grinding A.C. in place	\$ 0.60	\$ 0.00
	S.Y.	Remove A.C. Pavement	\$ 0.60	\$ 0.00
	L.F.	Remove Curb and Gutter	\$ 18.00	\$ 0.00
1,023	L.F.	Remove A.C. Dike	\$ 3.00	\$ 3,069.00
	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
3,130	TON	Asphalt Concrete (111,480 S.F.) (144 lbs/cu.ft)	\$ 90.00	\$ 281,700.00
2,115	C.Y.	Agg Base Class II (116,103S.F.)	\$ 50.00	\$ 105,750.00
	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (116,103S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 0.00
111,480	S.F.	AC overlay (min. 0.10') (SF)	\$ 0.90	\$ 100,332.00
5,404	L.F.	Curb and Gutter (Type A-6)	\$ 10.00	\$ 54,040.00
	L.F.	Curb and Gutter (Type A-8)	\$ 12.00	\$ 0.00
	L.F.	Type "C" Curb	\$ 10.00	\$ 0.00
	L.F.	Type "D-1" Curb	\$ 10.00	\$ 0.00
	L.F.	Type "D" Curb	\$ 15.00	\$ 0.00
245	L.F.	A.C. Dike (6")(incl. material & labor)	\$ 8.00	\$ 1,960.00
	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 10.00	\$ 0.00
3,598	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 35,980.00
32,799	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 196,794.00
	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 0.00
	S.F.	P.C.C. Dip Section Std. 307	\$ 6.00	\$ 0.00
8	EA.	Handicapped Access Ramp	\$ 1,500.00	\$ 12,000.00
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00
	L.F.	Barricades	\$ 100.00	\$ 0.00
230	L.F.	Metal Beam Guard Railing	\$ 35.00	\$ 8,050.00

Construction_Cost_Worksheet_TRANS.xls

UNIT COSTS 3/01/2010
FORMAT 3/01/2008

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET
 STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
2,250	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 22,500.00
	L.F.	Chain Link Fence (6')	\$ 15.00	\$ 0.00
557	L.F.	Relocate Fence	\$ 12.00	\$ 6,684.00
	EA.	Pipe Gate	\$ 1,000.00	\$ 0.00
	EA.	Relocate Power Pole	\$ 10,000.00	\$ 0.00
16	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 80,000.00
	EA.	Concrete Bulkhead	\$ 200.00	\$ 0.00
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ 0.00
	C.Y.	Cut Off Wall (Std 2')	\$ 400.00	\$ 0.00
	EA.	A. C. Overside Drain	\$ 500.00	\$ 0.00
1	EA.	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 2,000.00
	EA.	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
	EA.	Private Drainage Structure Std. 310	\$ 500.00	\$ 0.00
	EA.	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 0.00
685	S.F.	Terrace Drain & Down Drain	\$ 6.50	\$ 4,452.50
	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
55	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ 2,200.00
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ 0.00
	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
131	L.F.	18" R.C. P. Or 21" x 15" RCPC	\$ 113.00	\$ 14,803.00
1526	L.F.	24" R.C. P. Or 28" x 20" RCPC	\$ 133.00	\$ 202,958.00
	L.F.	30" R.C. P. Or 35" x 24" RCPC	\$ 153.00	\$ 0.00
	L.F.	36" R.C. P. Or 42" x 29" RCPC	\$ 180.00	\$ 0.00
	L.F.	42" R.C. P. Or 49" x 33" RCPC	\$ 207.00	\$ 0.00
	L.F.	48" R.C. P. Or 57" x 38" RCPC	\$ 235.00	\$ 0.00
	L.F.	54" R.C. P. Or 64" x 43" RCPC	\$ 262.00	\$ 0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPC	\$ 289.00	\$ 0.00
	L.F.	18" C.S.P. HDPE Or Equal	\$ 40.00	\$ 0.00
	L.F.	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
	EA.	Catch Basin W=4'	\$ 2,200.00	\$ 0.00
2	EA.	Catch Basin W=7'	\$ 4,000.00	\$ 8,000.00
	EA.	Catch Basin W=14'	\$ 7,800.00	\$ 0.00
	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 0.00

Construction_Cost_Worksheet_TRANS.xls

UNIT COSTS 3/01/2010
 FORMAT 3/01/2008

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 PLANCHECK FEE CALCULATION SHEET

PARCEL MAP OR TRACT NO. _____ SCH. _____ DATE: _____
 PP, CU, PU, MS OR VL NO. _____

IMPROVEMENT COSTS (Including Contingencies)	
I. Streets/Drainage (Line C from Street Improvement Calculations)	\$ 232690.36
II. Water (Line C from Water Improvement Calculations)	\$ 0.00
III. Sewer (Line C from Sewer Improvement Calculations)	\$ 0.00
PLAN CHECK FEE CALCULATION	
A. Street/Drainage (1% x I.) NOTE: Use 1% for TR, 6% for PM and 6.5% for PP, CU, PU, MS and VL	\$ 2326.90
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	\$ 0.00
C. Total Plan Check Fee (A + B)	\$ 2326.90
SURCHARGE FEE CALCULATION	
D. Surcharge Fee (2% x C)	\$ 46.54
E. Total Plan Check Fee and Surcharge Fee	\$ 2373.44
MINIMUM PLAN CHECK FEE REQUIREMENTS	
Note: If Plan Check Fee calculated in "Line E" is less than the minimum as shown below, then following fee schedule will apply, otherwise pay the full fee.	
For TR (Schedule A, B, C, D) and PM (Schedule E, F, G) - minimum \$2,000.00	
For PM (Schedule H, I) - minimum \$2,000.00	
For PP/CU/PU/MS/VL - MINIMUM \$2,000.00	
COMMENTS	

Construction_Cost_Worksheet_TRANS.xls

UNIT COSTS 3/01/2008
 FORMAT 3/01/2008



July 26, 2013

JN 15-102435(130469)

Mr. Dan York
Director of Public Works/City Engineer
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Subject : Tract No. 31479 Monumentation Cost

Mr. York,

Following are the material and labor costs associated with the survey monumentation for the Tract Map referenced below:

<u>Tract No.</u>	<u>Monumentation Cost</u>
31479	\$27,600

Please contact this office if there are any questions regarding this cost.

Sincerely,


Thomas E. Verloop
Project Surveyor
Riverside Region

PLANNING ■ DESIGN ■ CONSTRUCTION

46870 County Center Drive, Suite 105, Temecula • CA 92591 • 951.676.8042 • Fax 951.676.7240
Offices located throughout California, Arizona & Nevada • www.rbf.com

**NOT APPLICABLE – SEE
LIEN AGREEMENT
(EXHIBIT E)**

EXHIBIT “C”

SURETY BONDS AND OTHER SECURITY

TRACT NO. _____

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: \$ _____

Surety: _____

Attorney-in-fact: _____

Address: _____

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ _____

Surety: _____

Attorney-in-fact: _____

Address: _____

CASH MONUMENT SECURITY: \$ _____

Amount deposited per Cash Receipt No. _____ Date: _____

**NOT APPLICABLE – SEE
LIEN AGREEMENT
(EXHIBIT E)**

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF WILDOMAR

TRACT MAP NO. _____ IMPROVEMENTS

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California (“City”) and _____ (“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. _____ (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 2005 (“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 _____ (“Surety”), a corporation organized and existing under the laws of the State of _____, 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 _____ Dollars (\$_____), 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 therefore, 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 _____, this _____ day of _____, _____.

Principal	Surety
By: _____ Its: Managing Member	By: _____ Attorney-In-Fact
(print name)	(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.

**NOT APPLICABLE – SEE
LIEN AGREEMENT
(EXHIBIT E)**

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF WILDOMAR

TRACT MAP _____ IMPROVEMENTS

FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California (“City”) and _____ (“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. _____ (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 2005 (“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 _____ (“Surety”), a corporation organized and existing under the laws of the State of _____, 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 _____ Dollars (\$ _____), said sum being not less than 100% 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.

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 therefore, 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 _____, this ____ day of _____, _____.

Principal

Surety

By: _____
Its: Managing Member

By: _____
Attorney-In-Fact

(print name)

(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.

EXHIBIT "D"

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

- [45, 46] **"Prior to recordation of the final map, the project proponent shall complete annexation into County Service Area 152 ... for street sweeping"**

Condition deferred to prior to issuance of building permit. The County will not annex this tract into CSA 152. Developer will place requirement for HOA to maintain streets and enter into a maintenance agreement or annex into a future maintenance district.

- [48] **"Prior to recordation of the final map, the project proponent shall complete annexation to Landscaping and Lighting Maintenance District No. 89-1-consolidated"**

Condition deferred to prior to issuance of building permit. The applicant filed a petition to annex and placed a deposit for annexation services. Annexation scheduled to be completed with next fiscal year's Assessment Engineer's Report.

- [53] **"Prior to recordation of the final map, the land divider shall install street name sign(s)"**

Condition deferred to prior to occupancy. The street improvements are required to be completely installed prior to occupancy. Street signs will be installed at that time.

EXHIBIT "E"
LIEN AGREEMENT

See Attached

NO FEE DOCUMENT

Government Code §6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF WILDOMAR

23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attn: City Clerk

The Above Space For Recorder's
Use Only

LIEN AGREEMENT

THIS LIEN AGREEMENT ("Lien Agreement") is made and entered into this _____ day of _____, _____, by and between the CITY OF WILDOMAR, a California municipal corporation ("City") and RANCON EQUITY PARTNERS III LLC, a California limited liability company, ("Owner").

RECITALS

A. Owner has applied to City for approval of a Final Map pursuant to City of Wildomar Municipal Code Title 16.56 ("the Subdivision Code") for Tract Map 31479, ("Final Map") for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property").

B. The Final Map is a Schedule A Subdivision per Section 16.24.040 of the Wildomar Municipal Code because it consists of a division of land into five or more parcels, where any parcel is less than 18,000 square feet in net area.

C. The conditions of approval for Tract Map 31479 require Owner to construct certain improvements that upon completion will be accepted by the City as public improvements ("Public Improvements"). An itemization of the Public Improvements and an estimate of the costs for the Public Improvements approved by the City Engineer is attached as Exhibit "B" and incorporated herein by this reference.

D. In order to obtain approval of the Final Map prior to completing all of the Public Improvements, Owner is required to enter into an agreement with City for the completion of the Public Improvements and the provision of security for the Public Improvements ("Subdivision Improvement Agreement").

E. Wildomar Municipal Code Section 16.56.030 and Government Code Section 66499 authorize the City and Owner to enter into this Lien Agreement simultaneously with the Subdivision Improvement Agreement in satisfaction of the security obligations contained in the Subdivision Improvement Agreement.

F. City has found and determined that it would not be in the public interest to require the installation of the Public Improvements sooner than two years after recordation of the Final Map.

G. Owner has provided a title insurance policy and current title report to the City from a title company approved by the City and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the Property and the Property is not subject to any mortgages, deeds of trust, or judgment liens.

OPERATIVE PROVISIONS

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledged, the Parties hereto agree as follows:

I. Owner Performance and Obligations

A. Owner hereby grants to City, in accordance with the terms and conditions of this Lien Agreement, a lien upon the Property as security for the following obligations of Owner:

- (1) Construction of the Public Improvements specified in Exhibit "B" attached hereto; provided, however, that Owners obligation hereunder shall extend to the actual cost of the construction of the Public Improvements, not withstanding that such costs may exceed the estimate set forth in Exhibit "B"; and
- (2) Payment of the balance of the fees or provision of the improvements or services described in the Subdivision Code (collectively, "Fees"), in the amount required in accordance with the Subdivision Code, as determined appropriate by the Director of Public Works.

This Lien secures that obligation and the remedies provided herein for breach of that obligation.

B. For so long as title to the property remains subject to this Lien Agreement, Owner shall not: (1) request issuance by the Department of Real Estate for the Final Subdivision Public Report for the Property; (2) sell or permit the sale of any lot shown on the Final Map; or (3) commence work on any portion of the Public Improvements except as necessary to correct or prevent threats to the public health, safety or general welfare with the consent of the City. Notwithstanding the above, fee title to the entire property encumbered by this Lien Agreement or to all lots designated on the Final Map may be sold in the aggregate to a single purchaser, provided that the proposed purchaser, prior to assuming title to the property, executes a new lien agreement or provides acceptable alternative security acceptable to the City and executes a new Subdivision Improvement Agreement with the City.

C. At the time Owner executes this Lien Agreement, Owner shall file with the City a cash deposit in the amount of Twelve Thousand Dollars (\$12,000), to be used by City to reimburse City for any costs which City may incur in processing a reversion to acreage initiated pursuant to this Lien Agreement. Any unused portion of such deposit shall be refunded to Owner following completion of such reversion. If the costs of reverting the Property to acreage exceed \$12,000, Owner shall pay additional costs to City prior to recordation of the reversion of acreage map. The unused portion of this deposit may be applied to the deposit of fees for inspection, tests and other related purposes for the required Public Improvements upon termination of this Lien Agreement. If the fee title to the entire property encumbered by this Lien Agreement or all lots designated on the Final Map are sold in the aggregate to a single purchaser and the purchaser executes a new lien agreement, the purchaser shall file with City a cash deposit in the amount of Twelve Thousand Dollars (\$12,000) for the purpose of reverting the property to acreage if the purchaser breaches the terms of the lien agreement. Upon receipt of the substitute deposit from the purchaser and execution of the new lien agreement, the original cash deposit will be refunded to Owner, minus Fees still owed to City by Owner.

D. Prior to obtaining a grading permit or commencing the installation and construction of any portion of the Public Improvements required by the Subdivision Improvement Agreement, Owner shall deposit fees for inspection, tests and other related purposes, and shall substitute other forms of security satisfactory to City in place of this Lien Agreement.

E. Owner also agrees to provide all substitute forms of security in the amounts and for the purposes set forth in the Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Public Improvements at the time of substitution, as ascertained by City.

F. Owner shall substitute acceptable security for this Lien Agreement and commence construction of the Public Improvements required by the Subdivision Improvement Agreement within three (3) years following the date of recordation of the Final Map. At its sole discretion, the City may grant up to three extensions of time in accordance with Section 16.56.030(H) of the City's Municipal Code. For each extension of time, Owner shall provide a title insurance policy and current title report from a title company approved by the City, and issued within 60 days prior to the request for an extension of time, that documents that Owner is the record owner of the real property to be divided as identified on the Final Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.

G. Owner shall pay the Fees related to the work required by the Subdivision Improvement Agreement for which the Fees are required prior to issuance of any building permit or, if permitted by the City, prior to occupancy.

H. Owner agrees that if suit is brought upon this Lien Agreement, all costs and reasonable expenses and fees incurred by the City in successfully enforcing Owner's obligations shall be paid by Owner, including attorneys fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

I. Owner agrees to indemnify, and hold harmless, the City, its officers, employees and agents from any liability whatsoever based or asserted upon: (i) any act or omission of Owner, its employees and agents relating to or in any way connected with the accomplishment of work, obligations, or performance of service under this Lien Agreement; or (ii) the approval of this Lien Agreement. As part of the foregoing indemnity, Owner agrees to protect and defend at its own expense, including attorneys' fees, the City, its officers, employees and agents in any legal action based upon such alleged acts or omissions.

II. City's Performance and Obligations

A. Following (1) City's approval of the substitute forms of security submitted by Owner, (2) deposit by Owner of fees for inspections, tests and other specific purposes and (3) Owner's payment or other performance of these obligations encompassed by the Fees required by the Subdivision Code, performance of which are secured by this Lien Agreement, City shall release the Property, from the provisions of this Lien Agreement, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

B. In no instances shall this Lien Agreement compel the City to construct the required Public Improvements.

III. Owner's Representations and Warranties

Owner represents and warrants that no lots within the Property have been sold, no construction permits (including but not limited to grading permits and building permits) have been issued and are active for all or part of the Property, and no construction of any of the Public Improvements has commenced.

IV. Effect of Lien Agreement

A. From the date of recordation of this Lien Agreement, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to discharge all obligations contained in the Subdivision Improvement Agreement and any Fees. Under no circumstances shall the City agree to subordinate the lien.

B. Owner shall have the right to convey or sell fee title to the entire property encumbered by this Lien Agreement, so long as the purchaser agrees in writing to accept and be bound by the terms and provisions of this Lien Agreement, the applicable Subdivision Improvement Agreement, and the Fees, or has provided alternative security

acceptable to the City per Section 16.56.010 of the City's Municipal Code. Any new lien agreement entered into by a purchaser of the Property must provide for completion of the Public Improvements by the same date as is specified herein.

C. This Lien Agreement shall expire upon release of the Property by the City, except that Owner's obligation to commence the Public Improvements within three (3) years from the date of recordation of this Lien Agreement (or such date as may have been extended in accordance with the Subdivision Code), as described in Section I (F) above, shall not expire but shall remain in full force and effect until satisfactory completion of the Public Improvements in full compliance with the Subdivision Improvement Agreement.

D. Notwithstanding any provisions of the Subdivision Code to the contrary, so long as this Lien Agreement is utilized for security as described herein, the City is not obligated to accept offers of dedication for street or drainage purposes on the property.

V. Events of Default

Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

A. Failure by Owner to deposit fees for inspections, tests and other specified purposes or to substitute other forms of security satisfactory to City within the time allotted and as prescribed by this Lien Agreement.

B. Commencement of any work on the Public Improvements by Owner, its agents or employees, prior to substitution of acceptable security with the City in place of this Lien Agreement except as specifically authorized by City to correct or prevent threats to public health, safety or general welfare.

C. Failure by Owner to substitute acceptable security for this Lien Agreement and commence construction of the Public Improvements described in the Subdivision Improvement Agreement within the time allotted and as prescribed by this Lien Agreement.

D. Failure by Owner to pay Fees described in Section I (A) (2), above, at the time required herein.

E. Filing of any proceedings or action by or against Owner to declare Owner bankrupt or to appoint a receiver or trustee for Owner or to make an assignment for the benefit of creditors or to do anything else of a similar nature or purpose under any state or federal bankruptcy or insolvency laws, if such proceedings or actions are not discharged within (60) days.

F. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by

someone other than Owner and such attachment or execution is not released within 60 days.

G. Sale of any lot shown on the Final Map prior to release of the lien created by this Lien Agreement, except as provided in subparagraph IV (B).

H. Request by Owner of issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property.

I. Breach by owner of any other term or condition of this Lien Agreement or the Subdivision Improvement Agreement or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

All References to Owner in this section shall be deemed to include Owner's successors, assignees, and transferees.

VI. City's Remedies

Upon the occurrence of any of the events described in Section V, above, City may declare a breach of this Lien Agreement by giving thirty (30) days written notice to Owner, and may, at City's option, exercise any one or more of the following remedies:

A. Pursue any or all if the remedies provided in the Subdivision Improvement Agreement;

B. Enforce this lien by appropriate action in court or as provided by law and in the event of enforcement is by action in court, the Owner agrees that the amount of said lien shall include reasonable attorneys' fees which shall be taxed as a cost in any suit for such enforcement;

C. Estimate the cost of the work required to complete the Public Improvements, and all fees, and foreclose said lien in said amount;

D. Initiate proceedings for reversion of the real property within the land division to acreage, at the expense of the Owner, in accordance with the provisions of the Subdivision Map Act;

E. Pursue any other remedy, legal or equitable, for the foreclosure of a lien. Owner, its heirs and assigns, shall pay reasonable attorneys' fees to be taxed as cost in said proceedings.

VII. General Provisions

A. Recordation. This Lien Agreement shall be recorded by City with the County Recorder immediately following execution of this Lien Agreement indexed by (1) all parties hereto, and (2) all parties having any record title interest in the subject real

property, pursuant to Government Code Section 66436, acknowledge subordination of their interest of this Lien Agreement.

B. Contingency. This Lien Agreement shall not take effect until it has been approved by the City Council of the City of Wildomar.

C. Entire Agreement. This Lien Agreement together with all exhibits and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written are superseded.

D. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Agreement and the intentions of the parties.

E. Governing Law. This Lien Agreement shall be governed, interpreted, construed, and enforced in accordance with laws of the State of California.

F. Headings. The captions and section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit or effect construction or interpretation of any term or provision hereof.

G. Modification, Waiver. No modification, waiver, amendment or discharge of this Lien Agreement shall be valid unless the same is in writing and signed by all parties.

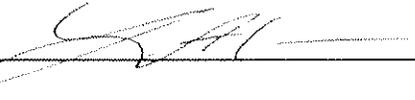
H. No Other Inducement. The making, execution and delivery of this Lien Agreement by the parties hereto have been induced by no representations, statements, warranties, or agreements other than those expressed herein.

I. Severability. If any term, provision, covenant, or condition of this Lien Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Agreement shall not be effected thereby, and each term, provision, covenant, or condition of this Lien Agreement shall be valid and enforceable to the fullest extent permitted by law.

CITY OF WILDOMAR,
a Municipal Corporation
of the State of California

RANCON EQUITY PARTNERS III, LLC:
41391 Kalmia Street, Suite 200
Murrieta, CA 92562

By: _____
GARY NORDQUIST

By:  _____

DANIEL L. STEPHENSON, Mgr.
(Print Name & Title)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside }

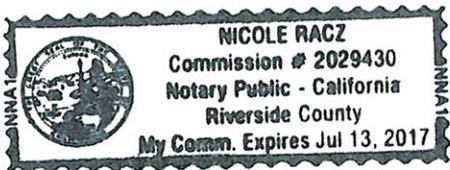
On 7-19-2013 before me, Nicole Racz, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel L. Stephenson
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.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

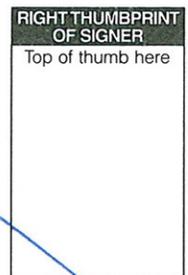
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT "B"
PUBLIC IMPROVEMENTS & COSTS

ATTACHMENT 3

COOPERATIVE AGREEMENT

Murrieta Valley – George Avenue Storm Drain, Stage 2

Project No. 7-0-00234

Tract No. 31479

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", the City of Wildomar, hereinafter called "CITY", and Rancon Equity Partners III, LLC, a California limited liability company, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DISTRICT owns, operates and maintains an existing storm drain facility as shown on Sheet Nos. 4 through 6 of District Drawing No. 7-0404, hereinafter called "GEORGE AVENUE STORM DRAIN, STAGE 1"; and

B. DEVELOPER has submitted for approval Tract No. 31479 in the city of Wildomar and as a condition for approval, DEVELOPER must construct certain flood control improvements in order to provide flood protection and drainage for DEVELOPER'S planned development; and

C. The required flood control improvements, as shown on District Drawing No. 7-418, consist of an extension of GEORGE AVENUE STORM DRAIN, STAGE 1 by (i) removing approximately 70 lineal feet of GEORGE AVENUE STORM DRAIN, STAGE 1 at its upstream terminus, and (ii) constructing approximately 300 lineal feet of underground storm drain system located within CITY held rights of way, hereinafter called "DISTRICT DRAINAGE FACILITY", as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

D. Associated with the construction of DISTRICT DRAINAGE FACILITY is the construction of an inlet structure and an access ramp located within CITY held rights of

1 way or private property, hereinafter called "APPURTENANCES", as shown in concept in
2 green on Exhibit "A". Together, DISTRICT DRAINAGE FACILITY and
3 APPURTENANCES are hereinafter called "PROJECT"; and

4 E. Legal description of Tract No. 31479 is provided in Exhibit "B" attached
5 hereto and made a part hereof; and

6 F. DEVELOPER and CITY desire DISTRICT to accept ownership and
7 responsibility for the operation and maintenance of PROJECT. Therefore, DISTRICT must
8 review and approve DEVELOPER'S plans and specifications for PROJECT and subsequently
9 inspect the construction of PROJECT; and

10 G. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and
11 specifications for PROJECT, (ii) inspect the construction of PROJECT, and (iii) accept
12 ownership and responsibility for the operation and maintenance of PROJECT, provided
13 DEVELOPER (i) complies with the provisions of this Agreement, (ii) pays DISTRICT the
14 amounts specified herein to cover DISTRICT'S plan review and construction inspection costs,
15 (iii) pays DISTRICT the amount specified herein to cover DISTRICT'S estimated cost to
16 operate and maintain PROJECT for a period of ten (10) years commencing upon DISTRICT'S
17 acceptance of PROJECT as complete for ownership, operation and maintenance, (iv)
18 constructs PROJECT in accordance with plans and specifications approved by DISTRICT and
19 CITY, (v) obtains all necessary agreements, regulatory permits, licenses and rights of entry as
20 set forth herein, (vi) accepts ownership and responsibility for the operation and maintenance of
21 PROJECT following completion of PROJECT construction until such time as DISTRICT
22 accepts ownership and responsibility for the operation and maintenance of PROJECT, and
23 (vii) obtains and conveys to DISTRICT the necessary rights of way for the inspection,
24 operation and maintenance of PROJECT as set forth herein; and
25
26
27
28

1 H. CITY is willing to (i) review and approve plans and specifications
2 prepared by DEVELOPER for PROJECT, (ii) inspect the construction of PROJECT, (iii)
3 accept and hold faithful performance and payment bonds submitted by DEVELOPER for
4 PROJECT, (iv) consent to the recordation and conveyance of Irrevocable Offer(s) of
5 Dedication furnished by DEVELOPER as provided herein, and (v) grant DISTRICT the right
6 to inspect, operate and maintain PROJECT within CITY rights of way, provided PROJECT is
7 constructed in accordance with plans and specifications approved by DISTRICT and CITY;
8
9 and

10 I. On or about February 24, 2011, CITY amended Ordinance No. 60 to
11 allow the use of a lien upon a subject land division for the purpose of providing the security
12 needed to record a final map under certain terms and conditions. It is the intent of the
13 DEVELOPER to enter into a lien agreement with CITY for Tract No. 31479.

14
15 NOW, THEREFORE, the parties hereto mutually agree as follows:

16 SECTION I

17 DEVELOPER shall:

18 1. Prepare PROJECT plans and specifications, hereinafter called
19 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards,
20 and submit to DISTRICT and CITY for their review and approval.
21

22 2. Continue to pay DISTRICT, within thirty (30) days after receipt of
23 periodic billings from DISTRICT, any and all such amounts as are deemed reasonably
24 necessary by DISTRICT to cover DISTRICT'S costs associated with the review of
25 IMPROVEMENT PLANS, review and approval of right of way and conveyance documents,
26 and with the processing and administration of this Agreement.
27
28

1 3. Deposit with DISTRICT (Attention: Business Office – Accounts
2 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
3 construction as set forth in Section I.8. herein, the estimated cost of providing construction
4 inspection for PROJECT, in an amount as determined and approved by DISTRICT in
5 accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any
6 amendments thereto, based upon the bonded value of PROJECT.
7

8 4. Pay DISTRICT, at the time of providing written notice to DISTRICT of
9 the start of construction as set forth in Section I.8., the one-time cash sum of eight thousand
10 dollars (\$8,000), the amount agreed upon to cover DISTRICT'S estimated cost to operate and
11 maintain PROJECT for a period of ten (10) years (Zone 7 – Maintenance Trust Fund)
12 commencing upon DISTRICT'S acceptance of PROJECT as complete for ownership,
13 operation and maintenance.
14

15 5. Secure, at its sole cost and expense, all necessary licenses, agreements,
16 permits and rights of entry as may be needed for the construction, inspection, operation and
17 maintenance of PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing
18 written notice to DISTRICT of the start of construction as set forth in Section I.8., or not less
19 than twenty (20) days prior to recordation of the final maps for Tract No. 31479 or any phase
20 thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such
21 necessary licenses, agreements, permits and rights of entry, as determined and approved by
22 DISTRICT.
23

24 6. Furnish DISTRICT with copies of all permits, approvals or agreements
25 required by any Federal, State or local resource and/or regulatory agency for the construction,
26 operation and maintenance of PROJECT. Such documents include but are not limited to those
27 issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control
28

1 Board, California State Department of Fish and Game, and State Water Resources Control
2 Board.

3 7. In connection with and prior to the recordation of the Final Map for Tract
4 No. 31479, enter into a Subdivision Improvement Agreement with CITY and, either, (i)
5 provide faithful performance and payment bonds, each in the amount of one hundred percent
6 (100%) of the estimated cost for construction of PROJECT as determined by DISTRICT,
7 hereinafter called "BONDS", to secure its obligations under the Subdivision Improvement
8 Agreement or (ii) enter into a Lien Agreement with CITY, hereinafter called "LIEN
9 AGREEMENT", wherein, among other things, CITY accepts LIEN AGREEMENT as security
10 for the Subdivision Improvement Agreement under the provisions of Government Code
11 Section 66499(a)(4) and Wildomar Municipal Code Section 16.56.030. Consistent with such
12 LIEN AGREEMENT, DEVELOPER shall substitute BONDS for LIEN AGREEMENT and
13 commence to construct the improvements required by the Subdivision Improvement
14 Agreement (including PROJECT) within three (3) years following the date of the recordation
15 of the map. The surety, amount and form of BONDS shall be subject to the approval of
16 DISTRICT and CITY. BONDS shall remain in full force and effect until PROJECT is
17 accepted by DISTRICT as complete; at which time the amount of BONDS may be reduced to
18 ten percent (10%) for a period of one (1) year to guarantee against any defective work, labor or
19 materials.
20
21
22

23 8. Notify DISTRICT in writing (Attention: Administrative Services
24 Section), at least twenty (20) days prior to the start of construction of PROJECT. Construction
25 shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has
26 issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence
27 construction of PROJECT.
28

1 9. Grant DISTRICT, by execution of this Agreement, the right to enter upon
2 DEVELOPER'S property where necessary and convenient for the purpose of gaining access to,
3 and performing inspection service for, the construction of PROJECT as set forth herein.

4 10. Obtain and provide DISTRICT, at the time of providing written notice to
5 DISTRICT of the start of construction of PROJECT as set forth in Section I.8., or not less than
6 twenty (20) days prior to the recordation of the final maps for Tract No. 31479 or any phase
7 thereof, whichever occurs first, with duly executed Irrevocable Offers(s) of Dedication to the
8 public for flood control and drainage purposes, including ingress and egress, for the rights of
9 way deemed necessary by DISTRICT for the construction, inspection, operation and
10 maintenance of PROJECT, as shown in concept cross-hatched in green and cross-hatched in
11 red on Exhibit "C" attached hereto and made a part hereof. The Irrevocable Offer(s) of
12 Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and
13 equitable owners of the property described in the offer(s).

14 11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of
15 Dedication as set forth in Section I.10., with Preliminary Reports on Title dated not more than
16 thirty (30) days prior to date of submission of all the property described in the Irrevocable
17 Offer(s) of Dedication.

18 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT
19 of the start of construction as set forth in Section I.8., with a complete list of all contractors
20 and subcontractors to be performing work on PROJECT, including the corresponding license
21 number and license classification of each. At such time, DEVELOPER shall further identify
22 in writing its designated superintendent for PROJECT construction.

23 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT
24 of the start of construction as set forth in Section I.8., a construction schedule which shall
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1 show the order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to
2 carry on the various parts of work, including estimated start and completion dates. As
3 construction of PROJECT progresses, DEVELOPER shall update said construction schedule
4 as requested by DISTRICT.

5
6 14. Furnish DISTRICT with final mylar PROJECT plans and assign their
7 ownership to DISTRICT at the time DISTRICT approves and signs said final mylar plans, and
8 prior to the start of PROJECT construction.

9
10 15. Not permit any change to or modification of IMPROVEMENT PLANS
11 without the prior written permission and consent of CITY and DISTRICT.

12
13 16. Comply with all Cal/OSHA safety regulations including regulations
14 concerning confined space and maintain a safe working environment for DEVELOPER, CITY
15 and DISTRICT employees on the site.

16
17 17. Furnish DISTRICT, at the time of providing written notice to DISTRICT
18 of the start of construction as set forth in Section I.8., a confined space entry procedure
19 specific to PROJECT. The procedure shall comply with requirements contained in California
20 Code of Regulations, Title 8 Section 5158, Other Confined Space Operations, Section 5157,
21 Permit Required Confined Space and District Confined Space Procedures, SOM-18. The
22 procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to
23 Proceed.

24
25 18. During the construction period of PROJECT, provide Workers'
26 Compensation Insurance in an amount required by law. A certificate of said insurance policy
27 shall be provided to DISTRICT and CITY at the time of providing written notice pursuant to
28 Section I.8.

1 19. Commencing on the date notice is given pursuant to Section I.8. and
2 continuing until DISTRICT accepts PROJECT for operation and maintenance:

3 (a) Provide and maintain or cause its contractor(s) to provide and
4 maintain comprehensive liability insurance coverage which shall
5 protect DEVELOPER from claim for damages or personal injury,
6 including accidental and wrongful death, as well as from claims for
7 property damage which may arise from DEVELOPER'S
8 construction of PROJECT or the performance of its obligations
9 hereunder, whether such construction or performance be by
10 DEVELOPER, by any of its contractors, subcontractors, or by
11 anyone employed directly or indirectly by any of them. Such
12 insurance shall name DISTRICT, the County of Riverside and CITY
13 as additional insureds with respect to this Agreement and the
14 obligations of DEVELOPER hereunder. Such insurance shall
15 provide for limits of not less than two million dollars (\$2,000,000)
16 per occurrence.

17
18
19 (b) Cause its insurance carrier(s) or its contractor's insurance carrier(s),
20 who shall be authorized by the California Department of Insurance
21 to transact the business of insurance in the State of California, to
22 furnish DISTRICT and CITY at the time of providing written notice
23 to DISTRICT of the start of construction as set forth in Section I.8.,
24 with certificate(s) of insurance and applicable policy endorsements
25 showing that such insurance is in full force and effect and that
26 DISTRICT, the County of Riverside and CITY are named as
27
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1 additional insureds with respect to this Agreement and the
2 obligations of DEVELOPER hereunder. Further, said certificate(s)
3 shall state that the issuing company shall give DISTRICT and CITY
4 sixty (60) days written notice in the event of any cancellation,
5 termination, non-renewal or reduction in coverage of the policies
6 evidenced by the certificate(s). In the event of any such
7 cancellation, termination, non-renewal or reduction in coverage,
8 DEVELOPER shall, forthwith, secure replacement insurance
9 meeting the provisions of this paragraph.
10

11 Failure to maintain the insurance required by this paragraph shall be
12 deemed a material breach of this Agreement and shall authorize and constitute authority for
13 DISTRICT, at its sole discretion, to proceed to perform the remaining work pursuant to
14 Section IV.5.
15

16 20. Construct or cause to be constructed, PROJECT at DEVELOPER'S sole
17 cost and expense in accordance with DISTRICT and CITY approved IMPROVEMENT
18 PLANS.

19 21. Within two (2) weeks of completing PROJECT construction, provide
20 DISTRICT with written notice (Attention: Contract Administration Section) that PROJECT
21 construction is substantially complete and requesting that DISTRICT conduct a final
22 inspection of PROJECT.
23

24 22. Upon completion of PROJECT construction, and upon acceptance by
25 CITY of all street rights of way deemed necessary by DISTRICT and CITY for the operation
26 and maintenance of PROJECT, but prior to DISTRICT acceptance of PROJECT for
27 ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT flood
28

1 control easement(s), including ingress and egress, in a form approved by DISTRICT, for the
2 rights of way as shown in concept cross-hatched in green and cross-hatched in red on Exhibit
3 "C".

4 23. At the time of recordation of the conveyance document(s) as set forth in
5 Section L.22., furnish DISTRICT with policies of title insurance, each in the amount of not less
6 than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
7 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said
8 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and
9 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are
10 deemed acceptable.

11 24. Accept ownership and sole responsibility for the operation and
12 maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility
13 for operation and maintenance of PROJECT.
14

15 25. Pay, if suit is brought upon this Agreement or any bond guaranteeing the
16 completion of PROJECT, all costs and reasonable expenses and fees, including reasonable
17 attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and
18 fees shall be computed as costs and included in any judgment rendered.
19

20 26. Upon completion of construction of PROJECT, but prior to DISTRICT
21 acceptance of PROJECT for ownership, operation and maintenance, DEVELOPER'S civil
22 engineer of record or construction civil engineer of record, duly registered in the State of
23 California, shall provide DISTRICT a redlined "RECORD DRAWING" copy of PROJECT
24 plans. After DISTRICT approval of the redlined RECORD DRAWING, DEVELOPER'S
25 engineer shall schedule with DISTRICT a time to transfer the redlined changes onto
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1 DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review,
2 stamp and sign the original mylars PROJECT plans "RECORD DRAWING".

3 27. Ensure that all work performed pursuant to this Agreement by
4 DEVELOPER, its agents or contractors is done in accordance with all applicable laws and
5 regulations, including but not limited to all applicable provisions of the Labor Code, Business
6 and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs
7 associated with compliance with applicable laws and regulations.
8

9 SECTION II

10 DISTRICT shall:

11 1. Review and approve IMPROVEMENT PLANS prior to the start of
12 PROJECT construction.

13 2. Provide CITY an opportunity to review and approve IMPROVEMENT
14 PLANS prior to DISTRICT'S final approval.

15 3. Upon execution of this Agreement, record or cause to be recorded, a copy
16 of this Agreement in the Official Records of the Riverside County Recorder.
17

18 4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication
19 provided by DEVELOPER pursuant to Section I.10.

20 5. Inspect PROJECT construction.
21

22 6. Keep an accurate accounting of all DISTRICT costs associated with the
23 review and approval of IMPROVEMENT PLANS, the review and approval of right of way
24 and conveyance documents, and the processing and administration of this Agreement.

25 7. Keep an accurate accounting of all DISTRICT construction inspection
26 costs, and within forty-five (45) days after DISTRICT acceptance of PROJECT as being
27 complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section
28

1 I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within
2 sixty (60) days after DISTRICT acceptance of PROJECT as being complete. If at any time the
3 costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit, DEVELOPER
4 shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to
5 complete inspection of PROJECT, within thirty (30) days after receipt of billing from
6 DISTRICT.
7

8 8. Accept ownership and sole responsibility for the operation and
9 maintenance of PROJECT upon (i) DISTRICT acceptance of PROJECT construction as being
10 complete, (ii) recordation of all conveyance documents described in Section I.22., and (iii)
11 acceptance by CITY of all necessary street rights of way as deemed necessary by DISTRICT
12 and CITY for the operation and maintenance of PROJECT.
13

14 9. Provide CITY with a reproducible duplicate copy of "RECORD
15 DRAWING" PROJECT plans upon DISTRICT acceptance of PROJECT as being complete.
16

17 SECTION III

18 CITY shall:

19 1. Review and approve IMPROVEMENT PLANS prior to the start of
20 PROJECT construction.

21 2. Accept (i) CITY and DISTRICT approved BONDS submitted by
22 DEVELOPER as set forth in Section I.7. and hold said bonds as provided herein or (ii) the
23 LIEN AGREEMENT or the BONDS submitted by DEVELOPER in substitution thereof as set
24 forth in Section I.7 and hold such LIEN AGREEMENT or substituted BONDS as provided
25 herein.

26 3. Inspect construction of PROJECT.
27
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1 comes first. Extensions of time, may be granted by mutual agreement of CITY and
2 DISTRICT.

3 4. DISTRICT reserves the right to withhold issuance of the Notice to
4 Proceed pending a review of the existing site conditions as they exist at the time
5 DEVELOPER provides written notification to DISTRICT of the start of construction as set
6 forth in Section 1.8. In the event of a change in the existing site conditions that materially
7 affects PROJECT function or DISTRICT'S ability to operate and maintain PROJECT,
8 DISTRICT may require DEVELOPER, at DEVELOPER'S sole cost and expense, to modify
9 IMPROVEMENT PLANS as deemed necessary by DISTRICT.

11 5. Upon the issuance of the Notice to Proceed, DEVELOPER shall complete
12 construction of PROJECT within one hundred twenty (120) consecutive calendar days
13 thereafter. It is expressly understood that failure of DEVELOPER to complete the
14 construction work within the said one hundred twenty (120) consecutive calendar days shall
15 constitute authority for DISTRICT to perform the remaining work and require DEVELOPER'S
16 surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall
17 subsequently reimburse DISTRICT for DISTRICT costs incurred. CITY shall not be required
18 to reimburse DISTRICT for any DISTRICT costs incurred in excess of the amounts actually
19 received by CITY from DEVELOPER'S surety.

22 6. DEVELOPER and DISTRICT knowingly and voluntarily, waive the
23 provisions of Government Code Section 65913.8, relating to fees and charges. Such waiver is
24 accomplished with the understanding that DISTRICT is voluntarily undertaking the obligation
25 to accept ownership and responsibility for the operation and maintenance of PROJECT, and
26 DEVELOPER is not required by DISTRICT to enter into this Agreement. DEVELOPER shall
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1 not request DISTRICT to accept any portion or portions of PROJECT prior to the completion
2 of PROJECT construction.

3 7. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed
4 within twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in
5 Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the
6 issuance of a Notice to Proceed is subject to staff availability.
7

8 In the event DEVELOPER wishes to expedite issuance of a Notice to
9 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at
10 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate
11 documentation of the individual's credentials and experience to DISTRICT for review and, if
12 appropriate, approval. DISTRICT shall review the individual's qualifications and experience
13 and, upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall
14 be authorized to act on DISTRICT'S behalf on all PROJECT construction and quality control
15 matters. If DEVELOPER'S initial construction inspection deposit furnished pursuant to
16 Section I.3. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER
17 up to eighty percent (80%) of DEVELOPER'S initial inspection deposit within forty-five (45)
18 days of DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum balance of ten
19 thousand dollars (\$10,000) shall be retained on account.
20
21

22 8. PROJECT construction work shall be on a five (5) day, forty (40) hour
23 work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays,
24 unless otherwise approved in writing by DISTRICT. If DEVELOPER feel it is necessary to
25 work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall
26 make a written request for permission from DISTRICT to work the additional hours. The
27 request shall be submitted to DISTRICT at least seventy-two (72) hours prior to the requested
28

1 additional work hours and state the reasons for the overtime and the specific time frames
2 required. The decision of granting permission for overtime work shall be made by DISTRICT
3 at its sole discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER
4 will be charged the cost incurred at the overtime rates for additional inspection time required
5 in connection with the overtime work in accordance with Ordinance Nos. 671 and 749,
6 including any amendments thereto, of the County of Riverside.
7

8 9. Prior to DISTRICT acceptance of ownership and responsibility for the
9 operation and maintenance of PROJECT, PROJECT shall be in a satisfactorily maintained
10 condition as solely determined by DISTRICT.

11 10. DEVELOPER shall indemnify and hold harmless DISTRICT, County of
12 Riverside and CITY (including their agencies, districts, special districts and departments, their
13 respective directors, officers, Board of Supervisors, elected and appointed officials,
14 employees, agents and representatives) from any liability, claim, damage, proceeding or
15 action, present or future, based upon, arising out of or in any way relating to DEVELOPER'S
16 (including its officers, employees, subcontractors and agents) actual or alleged acts or
17 omissions related to this Agreement, performance under this Agreement, or failure to comply
18 with the requirements of this Agreement, including but not limited to: (a) property damage; (b)
19 bodily injury or death; (c) liability or damage pursuant to Article I, Section 19 of the California
20 Constitution, the Fifth Amendment of the United States Constitution or any other law,
21 ordinance or regulation caused by the diversion of waters from the natural drainage patterns or
22 the discharge of drainage within or from PROJECT; or (d) any other element of any kind or
23 nature whatsoever.
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26 DEVELOPER shall defend, at its sole expense, including all costs and
27 fees (including but not limited to attorney fees, cost of investigation, defense and settlements
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1 or awards), DISTRICT, County of Riverside and CITY (including their agencies, districts,
2 special districts and departments, their respective directors, officers, Board of Supervisors,
3 elected and appointed officials, employees, agents and representatives) in any claim,
4 proceeding or action for which indemnification is required.

5 With respect to any of DEVELOPER'S indemnification requirements,
6 DEVELOPER shall, at its sole cost, have the right to use counsel of its own choice and shall
7 have the right to adjust, settle, or compromise any such claim, proceeding or action without the
8 prior consent of DISTRICT, County of Riverside and CITY; provided, however, that any such
9 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
10 DEVELOPER'S indemnification obligations to DISTRICT, County of Riverside or CITY.
11

12 DEVELOPER'S indemnification obligations shall be satisfied when
13 DEVELOPER has provided to DISTRICT, County of Riverside and CITY the appropriate
14 form of dismissal (or similar document) relieving DISTRICT, County of Riverside or CITY
15 from any liability for the claim, proceeding or action involved.
16

17 The specified insurance limits required in this Agreement shall in no way
18 limit or circumscribe DEVELOPER'S obligations to indemnify and hold harmless DISTRICT,
19 County of Riverside and CITY from third party claims.
20

21 In the event there is conflict between this section and California Civil
22 Code Section 2782, this section shall be interpreted to comply with California Civil Code
23 Section 2782. Such interpretation shall not relieve DEVELOPER from indemnifying
24 DISTRICT, County of Riverside or CITY to the fullest extent allowed by law.

25 11. Any waiver by DISTRICT or by CITY of any breach of any one or more
26 of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
27 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
28

1 require exact, full and complete compliance with any terms of this Agreement shall not be
2 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from
3 enforcement hereof.

4 12. If any provision in this Agreement (with the exception of Section IV.6.) is
5 held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining
6 provisions will nevertheless continue in full force without being impaired or invalidated in any
7 way. Should it be held by a court of competent jurisdiction that any portion of Section IV.6. is
8 invalid, void, or unenforceable, the provisions of Government Code Section 65913.8(b) shall
9 apply. It shall, therefore, be determined that this fee is extended for a period of ten years,
10 commencing upon DISTRICT'S acceptance of PROJECT for ownership, operation and
11 maintenance.
12

13 13. This Agreement is to be construed in accordance with the laws of the
14 State of California.
15

16 14. Any and all notices sent or required to be sent to the parties of this
17 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

18 RIVERSIDE COUNTY FLOOD CONTROL
19 AND WATER CONSERVATION DISTRICT
20 1995 Market Street
Riverside, CA 92501

CITY OF WILDOMAR
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attn: Director of Public Works

21 RANCON EQUITY PARTNERS III, LLC
22 41391 Kalmia Street, Suite 200
Murrieta, CA 92562
23 Attn: Will Stout
Frank Igo

24 15. Any action at law or in equity brought by any of the parties hereto for the
25 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court
26 of competent jurisdiction in the County of Riverside, State of California, and the parties hereto
27
28

1 waive all provisions of law providing for a change of venue in such proceedings to any other
2 county.

3 16. This Agreement is the result of negotiations between the parties hereto,
4 and the advice and assistance of their respective counsel. The fact that this Agreement was
5 prepared as a matter of convenience by DISTRICT shall have no import or significance. Any
6 uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because
7 DISTRICT prepared this Agreement in its final form.
8

9 17. The rights and obligations of DEVELOPER shall inure to and be binding
10 upon all heirs, successors and assignees.

11 18. DEVELOPER shall not assign or otherwise transfer any of its rights,
12 duties or obligations hereunder to any person or entity without the written consent of the other
13 parties hereto being first obtained. In the event of any such transfer or assignment,
14 DEVELOPER expressly understands and agrees it shall remain liable with respect to any and
15 all of the obligations and duties contained in this Agreement.
16

17 19. The individual(s) executing this Agreement on behalf of DEVELOPER
18 hereby certify that they have the authority within their respective company(ies) to enter into
19 and execute this Agreement, and have been authorized to do so by any and all boards of
20 directors, legal counsel, and or any other board, committee or other entity within their
21 respective company(ies) which have the authority to authorize or deny entering this
22 Agreement.
23

24 20. This Agreement is intended by the parties hereto as a final expression of
25 their understanding with respect to the subject matter hereof and as a complete and exclusive
26 statement of the terms and conditions thereof and supersedes any and all prior and
27 contemporaneous agreements and understandings, oral or written, in connection therewith.
28

1 This Agreement may be changed or modified only upon the written consent of the parties
2 hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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(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:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By _____
NEAL KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement: TR 31479
TT:blj
7/18/13

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CITY OF WILDOMAR

By _____
GARY NORDQUIST
City Manager

ATTEST:

DEBBIE A. LEE

APPROVED AS TO FORM:

By _____
THOMAS D. JEX
City Attorney

By _____
City Clerk

(SEAL)

Cooperative Agreement: TR 31479
TT:blj
7/18/2013

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RANCON EQUITY PARTNERS III, LLC,
a California limited liability company

By _____
DANIEL L. STEPHENSON
Manager

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

Cooperative Agreement: TR 31479
TT:blj
7/18/2013

Exhibit A

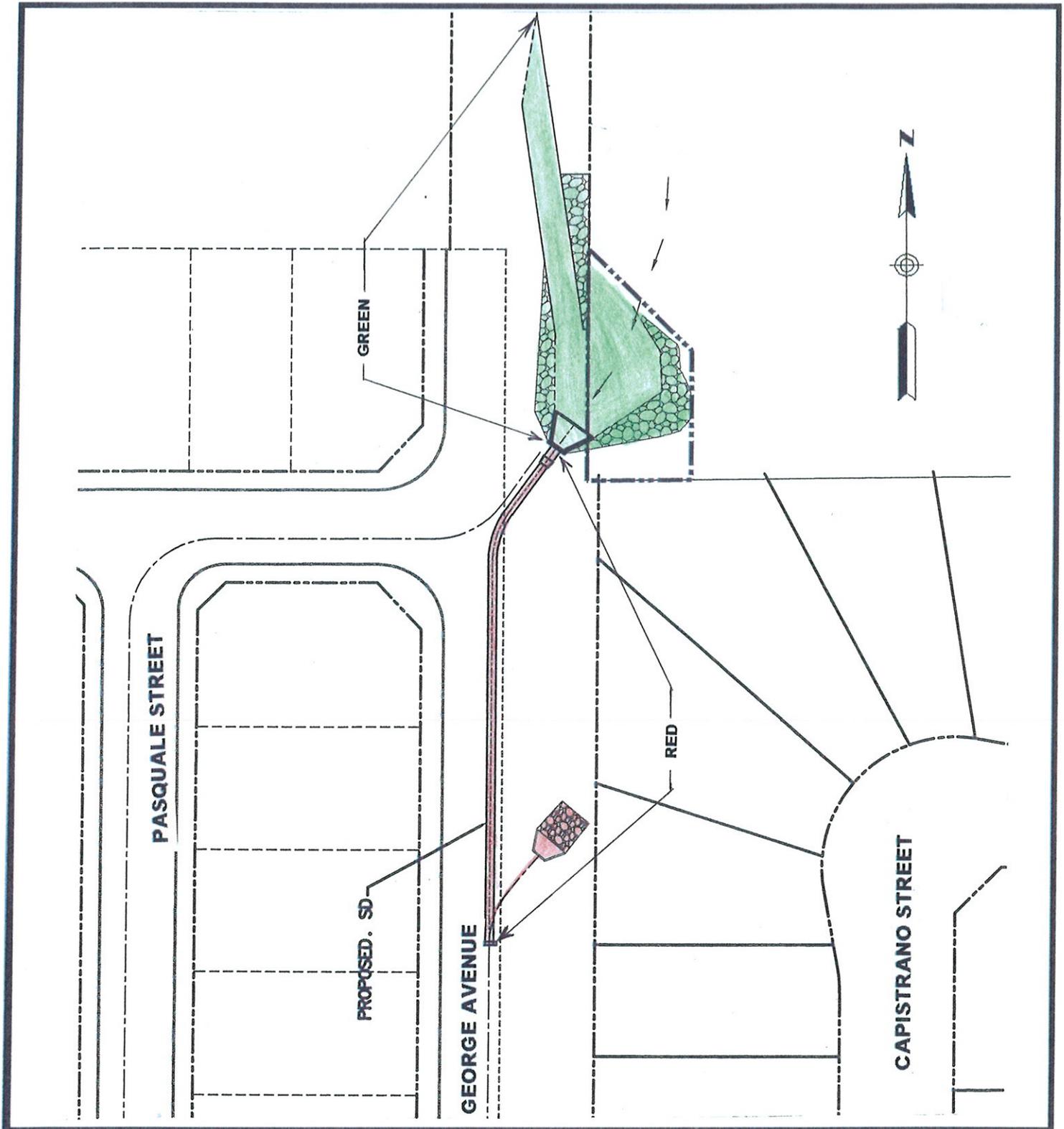


Exhibit B

LEGAL DESCRIPTION

PARCEL A: (APN 362-240-29)

THAT PORTION OF PARCEL 1 OF PARCEL MAP 7504, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 24, PAGE 16 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 1;

THENCE NORTH 01°12'39" EAST, ALONG THE WEST LINE OF SAID PARCEL 1, DISTANCE 501.23 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 88°16'09" EAST, PARALLEL TO THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 740.03 FEET TO THE EAST LINE OF SAID PARCEL 1;

THENCE NORTH 01°12'39" EAST, ALONG SAID EAST LINE A DISTANCE OF 290.00 FEET; THENCE SOUTH 88°16'09" WEST PARALLEL TO THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 740.03 FEET TO THE WEST LINE OF SAID PARCEL 1;

THENCE SOUTH 01°12'39" WEST, ALONG SAID WEST LINE A DISTANCE OF 290.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID LEGAL DESCRIPTION IS MADE PURSUANT TO CERTIFICATE OF COMPLIANCE RECORDED APRIL 8, 1998 AS INSTRUMENT NO. 132805 OF OFFICIAL RECORDS.

PARCEL B: (APN 362-240-31)

PARCEL 2, TOGETHER WITH LOT D OF PARCEL MAP 9268, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 41, PAGE(S) 67 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL C: (APN 362-240-32)

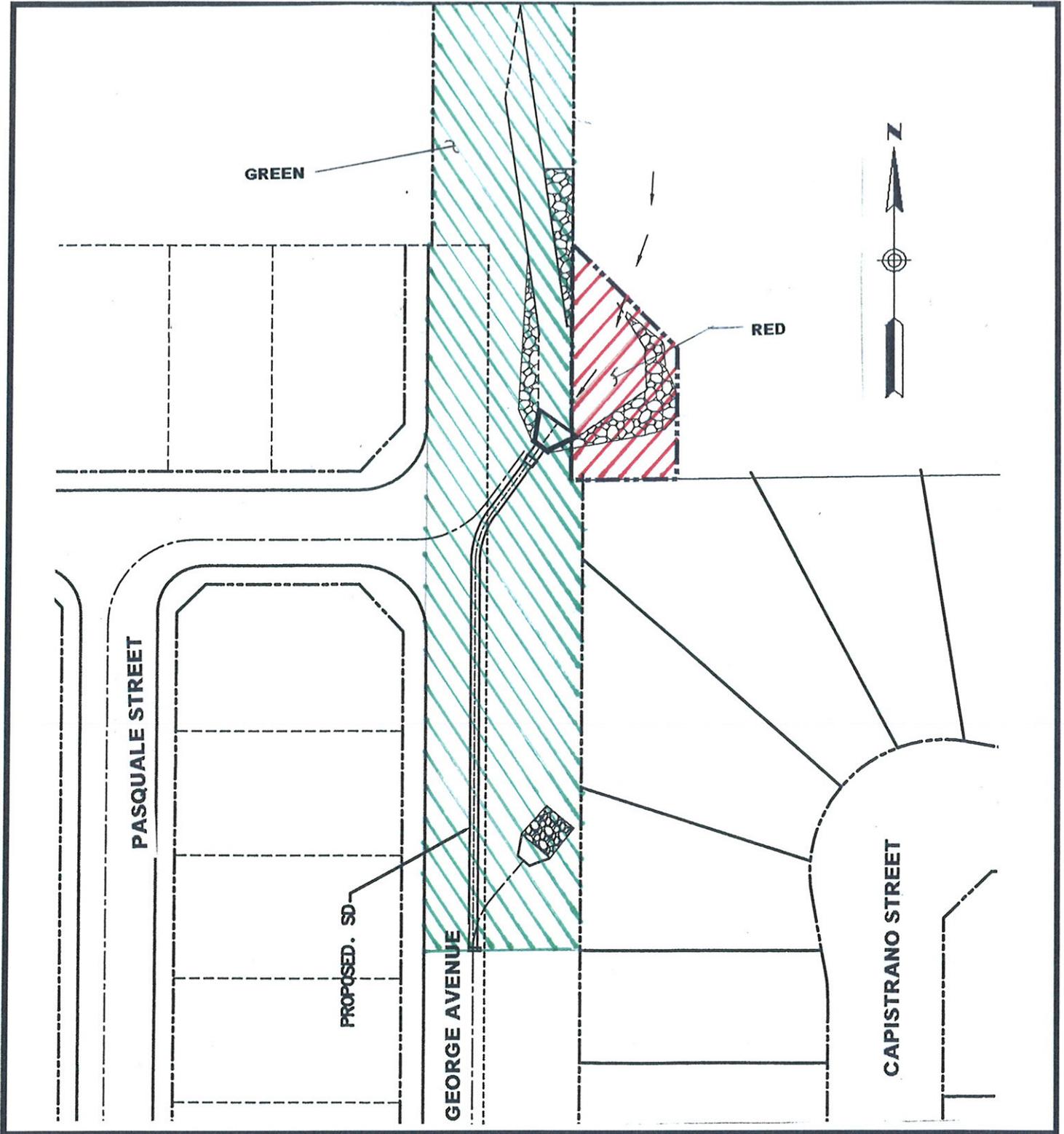
PARCEL 3, TOGETHER WITH LOT C OF PARCEL MAP 9268, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 41, PAGE(S) 67, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL D: (APN'S: 362-240-20 & 23)

PARCELS 1 AND 4, TOGETHER WITH LOTS A AND B, OF PARCEL MAP 9268, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 41, PAGE(S) 67, PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

END OF LEGAL DESCRIPTION

Exhibit C



Cooperative Agreement
Murrieta Valley – George Avenue Storm Drain, Stage 2
Tract No. 31479
Project Number: 7-0-00234
1 of 1

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.10
CONSENT CALENDAR
Meeting Date: August 14, 2013

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: City Hall Facility Lease

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to sign all necessary documents to extend the City Hall lease option notification by up to an additional 100 days.

DISCUSSION:

Per the terms of the current 5 year lease agreement for the City Hall facility, should the City desire to extend the current lease for 1 or 2 years, the City is required to notify the lease holder by June 30, 2013. At the June 26, 2013 City Council meeting, Council approved a request to defer this notification for at least 60 days while consideration was given to the City's various options. Agreement with the lease holder was reached and the initial extension expires September 3, 2013.

During this initial extension period, the City staff has been reviewing the various options, conducting meetings and requesting reports and documents from outside sources. As the September 3, 2013 deadline nears, it is apparent that the time needed for staff's accumulation, review of the various reports and reporting back to the City Council at a regularly scheduled meeting will exceed the initial extension period. Therefore, staff is requesting up to an additional 100 day extension to complete this process. Approval of the request for the extension, would direct the City Manager to arrange an agreement with the lease holder for an extension at no additional cost.

FISCAL IMPACT:

None

Submitted by & Approved by:
Gary Nordquist
City Manager

CITY OF WILDOMAR – COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: August 14, 2013

TO: Mayor and City Council Members

FROM: Dan York, Public Works Director/City Engineer

SUBJECT: Landscaping and Lighting Maintenance District No. 89-1-Consolidated and Street Lighting Zones; Annexation Zone 181

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2013 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ORDERING THE ANNEXATION OF PROPERTY
(ANNEXATION ZONE NO. 181) TO THE LANDSCAPE MAINTENANCE
DISTRICT NO. 89-1-C AND LEVYING ASSESSMENTS

BACKGROUND:

Landscaping and Lighting Maintenance District No. 89-1-Consolidated (District) maintains and services 31 locations throughout the City of Wildomar. The District contains 11 separate zones of benefits and 9 street lighting zones. The maintenance and servicing of these zones include but are not limited to: landscaping, multi-purpose trails, fencing improvements, parkway landscaping and future median landscaping, multi-purpose trail improvements, and fossil filter improvements within the public right of ways.

On June 12, 2013, the City Council adopted Resolution 2013-24 declaring intention to annex property to Landscape and Lighting Maintenance District 89-1-Consolidated (Annexation Zone No. 181) and set the time and place of a public hearing to be held on August 14, 2013 at 6:30pm.

The Annexation Zone No. 181 is property located on the southwest corner of Clinton Keith Road and Inland Valley Drive, within the incorporated territory of the City of Wildomar. The annexation consists of 35.84 assessable acres. This future development is commonly referred to as Oaks Spring Ranch, Tentative Tract Map No. 31736. The maintenance of improvements proposed to be funded by Zone 181 generally includes the maintenance and servicing of easements of lighting, fossil filters, and landscaping improvements within the public right-of-way.

Based on the requirements of the California State Constitution Article XIIC and XIID and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following), the Resolution of Intention was adopted on June 12th, 2013 and the ballots were mailed to the property owner, and the ballots will be tallied at the conclusion of the public hearing. If there is not a majority protest and the ballot procedure is successful, the City Council will confirm the Final Fiscal Year 2013-14 Annexation 181 Engineer's Report and order the levy and collection of assessments starting in Fiscal Year 2013-14.

FISCAL IMPACTS:

This item is required in order to levy assessments for Fiscal Year 2013-14; failure to do so will result in loss of District revenue for FY 2013-14 for the maintenance and servicing of easements of lighting, fossil filters, and landscaping improvements within the public right-of-way.

Adoption of this resolution will allow the City of Wildomar to annex the property into LLMD 89-1-C and collect sufficient funds to meet its maintenance obligation for this Landscape and Lighting Maintenance District Zone.

Submitted by:
Dan York
Public Works Director/City Engineer

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- 1) Resolution No. 2013-____
- 2) Declaration of Mailing the Notice of Hearing Ballots along with copies of the Assessment Ballots in which were mailed.
- 3) Notice of Public Hearing posted

RESOLUTION NO. 2013 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE ANNEXATION OF PROPERTY (ANNEXATION ZONE NO. 181) TO THE LANDSCAPE MAINTENANCE DISTRICT NO. 89-1-C AND LEVYING ASSESSMENTS

WHEREAS, on June 12, 2013, the City Council of the City of Wildomar (the "City Council") adopted Resolution No. 2013-24 declaring its intention to annex certain property to Landscape Maintenance District No. 89-1-C of the City of Wildomar (the "Assessment District") which property has been designated for purposes of such proceedings as "Annexation No. 181," and scheduling a public hearing thereon; and

WHEREAS, by Resolution No. 2013-24, the City Council approved the report of Albert A. Webb Associates, the assessment engineer (the "Report") which contained, among other matters, the proposed assessments to be levied for Fiscal Year 2013-14 upon assessable lots and parcels comprising Annexation No. 181; and

WHEREAS, pursuant to Section 53753 of the Government Code, by Resolution No. 2013-24, the City Council directed the City Clerk to mail notice of the proposed annexation and the proposed assessments and of the time and place of the public hearing thereon to the record owner of each parcel of property identified in the Report and further directed that each such mailed notice contain an assessment ballot which the property owner could indicate his or her support of opposition to the proposed assessments; and

WHEREAS, the City Council has conducted the public hearing on August 14, 2013 with respect to the annexation of the territory proposed to be annexed to the Assessment District and has received a report from the City Clerk regarding the tabulation of the assessment ballots submitted, and not withdrawn, in support of or opposition to the proposed assessments advising that the ballots which were received were voted in favor of the proposed assessments and that a majority protest does not therefore exist.

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

Section 1. Findings. The findings recited in the preceding paragraphs are true and correct.

Section 2. Intention. The Assessment District is Landscape Maintenance District No. 89-1-C of the City of Wildomar. The property which is proposed to be annexed to the Assessment District which comprises Annexation No. 181 is identified by Riverside County Assessor's Parcel Number 380-250-033 and 380-250-034. The annexation consists of 35.84 acres.

Section 3. Improvements. The improvements within and for the Assessment District and which shall be provided of the Assessment District through the assessments levied annually on property therein, including the property which comprises Annexation No. 181, shall include the following:

(a) Maintenance of improvements to be funded by Annexation Zone No. 181 of Landscaping and Lighting Maintenance District No. 89-1-Consolidated generally include the maintenance and servicing or easements of lighting, fossil filters, and landscape improvements within public right-of-way.;

(b) The installation or construction of any facilities which are appurtenant to such landscaping or which are necessary or convenient for the maintenance of servicing thereof, including, but not limited to, all matters specified in subdivision (d) of Section 22525 of the California Streets and Highways Code; and

(c) The maintenance and servicing, or both, of any of the foregoing.

Section 4. Annexation. The property comprising Annexation No. 181, as described in Section 2 hereof, is annexed to Landscape Maintenance District No. 89-1-C of the City of Wildomar. The diagram of the Assessment District, as modified to include Annexation No. 181 and as contained in the Report, is confirmed.

Section 5. Levy of Assessments; Duration. The assessment proposed to be levied on the lots and parcels comprising property annexed to the Assessment District, as Annexation No. 181, for Fiscal Year 2013-14 in the amounts set forth in the Report and in the assessment ballots mailed to and returned by the owners of the property comprising Annexation No. 181 shall be confirmed and levied. The assessments shall be levied annually on lots and parcels comprising Annexation No. 181 as long as the assessments are necessary to finance the cost of the operation, maintenance and servicing landscaping and appurtenant facilities within the Assessment District.

Section 6. Filing With the County Auditor. The City Clerk shall cause the diagram and assessment as confirmed and levied hereby to be filed with the County Auditor of the County of Riverside as required by Section 22641 of the Streets and Highways Code.

PASSED, APPROVED AND ADOPTED this 14th day of August, 2013.

Timothy Walker
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

DECLARATION OF MAILING
NOTICE OF HEARING
LANDSCAPE MAINTENANCE DISTRICT NO. 89-1-C
OF
THE CITY OF WILDOMAR

I, DEBBIE A. LEE, City Clerk of the City of Wildomar, hereby declare that on the 14th day of June, 2013, pursuant to the provisions of law applicable herein, I caused a copy of the attached Notice of Hearing on Annexation of Property to Landscape Maintenance District No. 89-1-C of the City of Wildomar and Assessments Proposed to be Levied on such Property for Fiscal Year 2013-14 to be placed in envelopes addressed with the owners of the real property within Landscape Maintenance District No. 89-1-C of the City of Wildomar, sealed said envelopes and deposited them in the United States mail at Wildomar, California, with postage thereon fully prepaid; and that there is a regular communication by mail between the place of mailing and the places so addressed.

A copy of the Notice of Hearing and a list containing the names of the property owners to whom the notice was mailed are attached hereto.

I declare under penalty of perjury that the foregoing is true and correct

Executed this 9th day of August, 2013, at Wildomar, California



Debbie A. Lee
City of Wildomar
City Clerk

LANDSCAPE MAINTENANCE DISTRICT NO. 89-1-C

OF

THE CITY OF WILDOMAR

LIST OF PROPERTY OWNER

Oak Springs Ranch, LLC

Attn: Garth Erdossy

5790 Fleet Street, Suite 140

Carlsbad, CA 92008

NOTICE OF PUBLIC HEARING

TO: Oak Springs Ranch, LLC
Attn: Garth Erdossy
5790 Fleet Street, Suite 140
Carlsbad, CA 92008
Assessor's Parcel No. 380-250-033

FROM: City of Wildomar

DATE: June 13, 2013

SUBJECT: Proposed Annexation of Property into Zone 181 of LMD 89-1C and the Levy of Assessments on Property Within Zone 181

The purpose of this notice is to provide you with information about the assessment ballot proceeding being conducted by the City of Wildomar and its effect on real property that you own. The City is proposing to annex your property into Landscape Maintenance District ("LMD") 89-1C, Zone 181 and levy annual assessments on your property. The City will be holding a public hearing for the proposed annexation and assessments. This notice is being sent to you in accordance with Section 53753 of the California Government Code and section 4(c), article XIID of the California Constitution.

Please be advised of the following:

- The public hearing will be on the following day at the following time: Wednesday, August 14, 2013 at 6:30 p.m.
- The hearing will be located: the City Council Chambers at Wildomar City Hall, 23873 Clinton Keith Road Suite 201, Wildomar, California.
- The reason[s] for the assessment are: to fund the maintenance, servicing and operation of landscaping and appurtenant facilities, including lighting and fossil filters, within the public right of way within Zone 181.
- Proposed fiscal year 2013-2014 assessment for your parcel: \$14,808.48 (\$645.25 per acre)
- The total amount chargeable to entire assessment district: \$23,125.73 for Fiscal Year 2013-2014, with annual adjustment thereafter equal to the greater of two percent (2%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor.

- Assessment duration: beginning in Fiscal Year 2013-2014 and each fiscal year thereafter for so long as such assessments are necessary to pay the annual costs of the maintenance, servicing and operation of public landscaping and appurtenant facilities located in the Zone.
- How the assessment was calculated: The total amount of the proposed assessments to be levied in the Zone is based on the City's estimated costs of maintaining, servicing and operating the lighting, fossil filters, and landscape improvements within public right-of-way in Zone 181 of Landscape Maintenance District 89-1C.

Enclosed with this notice, you will find an assessment ballot. Please follow the directions on the assessment ballot to express your view on the proposed assessment.

1. You may **mail or deliver only your own ballot to the city clerk** at the location shown on the ballot.
2. Ballots may be sent or delivered to the city clerk at any time, but **MUST** be received not later than the conclusion of the public hearing on August 14, 2013 at 6:30 p.m. to be held at the Wildomar City Council Chambers. Any time prior to the conclusion of the public hearing, you may withdraw your ballot and submit a changed or new ballot in place of the ballot previously submitted.
3. Only ballots with original signatures--not photocopies of signatures--will be accepted.
4. The city clerk will not accept nor tabulate a ballot:
 - which is a photocopy without an original signature;
 - which is unsigned;
 - which lacks an identifiable "yes" or "no" vote; or
 - which appears to have been tampered with or otherwise be invalid based upon its appearance or method of delivery.
5. The assessment ballot is a public record which will be available for public inspection after the conclusion of the assessment ballot proceeding.
6. The City Clerk will tabulate the ballots upon the conclusion of the public hearing.
7. The City of Wildomar will not order the annexation or impose the assessment if there is a majority protest. A majority protest exists if, upon the conclusion of the hearing, ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment. Ballots shall be weighted according to the proportional financial obligation of the affected property.

Should you have any questions, please call or write to: Daniel York, City Engineer, at 23873 Clinton Keith Rd, Ste. 201, Wildomar, CA 92595, 951-677-7751.

ANNEXATION AND ASSESSMENT BALLOT

OFFICIAL BALLOT

WILDOMAR LANDSCAPE MAINTENANCE DISTRICT 89-1C

ZONE 181

Assessor's Parcel Number: 380-250-033

Property Owner's Name: Oak Springs Ranch, LLC

Property Owner's Address: 5790 Fleet Street, Suite 140, Carlsbad, CA 92008

Proposed Assessment Beginning Fiscal Year 2013-2014: \$14,808.48

Proposed Annual Inflation Adjustment Formula: The greater of two percent (2%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor.

Instructions For Completing and Delivering This Ballot

- To express your view on the proposed assessment and the proposed range or inflation adjustment, check the square before the word "YES" or "NO," then sign and date the ballot.
- After completing your ballot, mail or deliver this entire ballot to the Clerk of the City of Wildomar at 23873 Clinton Keith Road Suite 201, Wildomar, California.
- Ballots may be sent or delivered to the Clerk at any time, but **MUST** be received not later than the conclusion of the public hearing on the proposed assessment and assessment range set for Wednesday, August 14, 2013 at 6:30 p.m. at Wildomar City Council Chambers, 23873 Clinton Keith Road Suite 201, Wildomar, California.

PLEASE EXPRESS YOUR VIEW BY MARKING AND SIGNING BELOW

Question 1. Do you approve the annexation of the parcel described above into City of Wildomar Landscape Maintenance District 89-1C, Zone 181?

Yes, I approve the proposed annexation of the parcel described above into City of Wildomar Landscape Maintenance District 89-1C, Zone 181.

No, I approve the proposed annexation of the parcel described above into City of Wildomar Landscape Maintenance District 89-1C, Zone 181.

Question 2. Do you approve the proposed assessment described above, including the proposed annual inflation adjustment formula, for the parcel identified in this ballot?

Yes, I approve the proposed assessment described above, including the proposed annual inflation adjustment formula, for the parcel identified in this ballot.

No, I do not approve the proposed assessment described above, including the proposed annual inflation adjustment formula, for the parcel identified in this ballot.

I hereby declare under penalty of perjury that I am a record owner of the parcel listed above.

PROPERTY OWNER(S):

(Print Name(s) of Owner(s))

By: _____
(Signature)

By: _____
(Signature)

NOTICE OF PUBLIC HEARING

TO: Oak Springs Ranch, LLC
Attn: Garth Erdossy
5790 Fleet Street, Suite 140
Carlsbad, CA 92008
Assessor's Parcel No. 380-250-034

FROM: City of Wildomar

DATE: June 13, 2013

SUBJECT: Proposed Annexation of Property into Zone 181 of LMD 89-1C and the Levy of Assessments on Property Within Zone 181

The purpose of this notice is to provide you with information about the assessment ballot proceeding being conducted by the City of Wildomar and its effect on real property that you own. The City is proposing to annex your property into Landscape Maintenance District ("LMD") 89-1C, Zone 181 and levy annual assessments on your property. The City will be holding a public hearing for the proposed annexation and assessments. This notice is being sent to you in accordance with Section 53753 of the California Government Code and section 4(c), article XIID of the California Constitution.

Please be advised of the following:

- The public hearing will be on the following day at the following time: Wednesday, August 14, 2013 at 6:30 p.m.
- The hearing will be located: the City Council Chambers at Wildomar City Hall, 23873 Clinton Keith Road Suite 201, Wildomar, California.
- The reason[s] for the assessment are: to fund the maintenance, servicing and operation of landscaping and appurtenant facilities, including lighting and fossil filters, within the public right of way within Zone 181.
- Proposed fiscal year 2013-2014 assessment for your parcel: \$8,317.25 (\$645.25 per acre)
- The total amount chargeable to entire assessment district: \$23,125.73 for Fiscal Year 2013-2014, with annual adjustment thereafter equal to the greater of two percent (2%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor.

- Assessment duration: beginning in Fiscal Year 2013-2014 and each fiscal year thereafter for so long as such assessments are necessary to pay the annual costs of the maintenance, servicing and operation of public landscaping and appurtenant facilities located in the Zone.
- How the assessment was calculated: The total amount of the proposed assessments to be levied in the Zone is based on the City's estimated costs of maintaining, servicing and operating the lighting, fossil filters, and landscape improvements within public right-of-way in Zone 181 of Landscape Maintenance District 89-1C.

Enclosed with this notice, you will find an assessment ballot. Please follow the directions on the assessment ballot to express your view on the proposed assessment.

1. You may **mail or deliver only your own ballot to the city clerk** at the location shown on the ballot.
2. Ballots may be sent or delivered to the city clerk at any time, but **MUST** be received not later than the conclusion of the public hearing on August 14, 2013 at 6:30 p.m. to be held at the Wildomar City Council Chambers. Any time prior to the conclusion of the public hearing, you may withdraw your ballot and submit a changed or new ballot in place of the ballot previously submitted.
3. Only ballots with original signatures--not photocopies of signatures--will be accepted.
4. The city clerk will not accept nor tabulate a ballot:
 - which is a photocopy without an original signature;
 - which is unsigned;
 - which lacks an identifiable "yes" or "no" vote; or
 - which appears to have been tampered with or otherwise be invalid based upon its appearance or method of delivery.
5. The assessment ballot is a public record which will be available for public inspection after the conclusion of the assessment ballot proceeding.
6. The City Clerk will tabulate the ballots upon the conclusion of the public hearing.
7. The City of Wildomar will not order the annexation or impose the assessment if there is a majority protest. A majority protest exists if, upon the conclusion of the hearing, ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment. Ballots shall be weighted according to the proportional financial obligation of the affected property.

Should you have any questions, please call or write to: Daniel York, City Engineer, at 23873 Clinton Keith Rd, Ste. 201, Wildomar, CA 92595, 951-677-7751.

ANNEXATION AND ASSESSMENT BALLOT

OFFICIAL BALLOT

WILDOMAR LANDSCAPE MAINTENANCE DISTRICT 89-1C

ZONE 181

Assessor's Parcel Number: 380-250-034

Property Owner's Name: Oak Springs Ranch, LLC

Property Owner's Address: 5790 Fleet Street, Suite 140, Carlsbad, CA 92008

Proposed Assessment Beginning Fiscal Year 2013-2014: \$8,317.25

Proposed Annual Inflation Adjustment Formula: The greater of two percent (2%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor.

Instructions For Completing and Delivering This Ballot

- To express your view on the proposed assessment and the proposed range or inflation adjustment, check the square before the word "YES" or "NO," then sign and date the ballot.
- After completing your ballot, mail or deliver this entire ballot to the Clerk of the City of Wildomar at 23873 Clinton Keith Road Suite 201, Wildomar, California.
- Ballots may be sent or delivered to the Clerk at any time, but **MUST** be received not later than the conclusion of the public hearing on the proposed assessment and assessment range set for Wednesday, August 14, 2013 at 6:30 p.m. at Wildomar City Council Chambers, 23873 Clinton Keith Road Suite 201, Wildomar, California.

PLEASE EXPRESS YOUR VIEW BY MARKING AND SIGNING BELOW

Question 1. Do you approve the annexation of the parcel described above into City of Wildomar Landscape Maintenance District 89-1C, Zone 181?

Yes, I approve the proposed annexation of the parcel described above into City of Wildomar Landscape Maintenance District 89-1C, Zone 181.

No, I approve the proposed annexation of the parcel described above into City of Wildomar Landscape Maintenance District 89-1C, Zone 181.

Question 2. Do you approve the proposed assessment described above, including the proposed annual inflation adjustment formula, for the parcel identified in this ballot?

Yes, I approve the proposed assessment described above, including the proposed annual inflation adjustment formula, for the parcel identified in this ballot.

No, I do not approve the proposed assessment described above, including the proposed annual inflation adjustment formula, for the parcel identified in this ballot.

I hereby declare under penalty of perjury that I am a record owner of the parcel listed above.

PROPERTY OWNER(S):

(Print Name(s) of Owner(s))

By: _____
(Signature)

By: _____
(Signature)

**NOTICE OF PUBLIC HEARING ON THE PROPOSED ANNEXATION AND LEVY OF
ASSESSMENTS FOR FISCAL YEAR 2013-14 AND FUTURE FISCAL YEARS
ZONE 181, LANDSCAPE MAINTENANCE DISTRICT NO. 89-1-C
(OAK SPRINGS RANCH) OF CITY OF WILDOMAR**

NOTICE IS HEREBY GIVEN that the City Council of the City of Wildomar (the "City") will conduct a public hearing on the annexation and assessments which are proposed to be assessed and levied in Fiscal Year 2013-14 on parcels of property in Zone 181 of City of Wildomar Landscape Maintenance District No. 89-1-C (the "Zone") at 6:30 o'clock p.m. on August 14, 2013, in the meeting room of the City Council of the City of Wildomar at Wildomar City Hall, 23873 Clinton Keith Road Suite 201, Wildomar, California. According to the City's records, you are the record owner of a parcel of property in the Zone which is subject to the levy of the proposed assessment. The total amount of the assessment which is proposed to be levied in Fiscal Year 2013-14 on parcels in the Zone is \$23,125.73. The amounts of the assessments per acre that are proposed to be levied on parcels in the Zone in Fiscal Year 2013-14 are:

- (a) For parcels in the amount of \$645.25 per acre

The assessments are proposed to be levied to pay the annual cost of the maintenance, servicing and operation of Consolidated generally include the maintenance and servicing or easements of lighting, fossil filters, and landscape improvements within public right-of-way. The Zone consists of Riverside County Assessor's Parcel Numbers 380-250-033 and 034 and is located on the southwest corner of Clinton Keith Road and Inland Valley Drive, within the incorporated territory of the City of Wildomar. The annexation consists of 35.84 Assessable acres. The amount of the assessments which is/are proposed to be levied on parcel(s) of property which are owned by you is shown on the Assessment Ballot which accompanies this notice. This assessment amount was determined based on the number of acres which are assigned to your parcel(s). The proposed assessments levied on parcels of property in the Zone is necessary to maintain, service and operate the public landscaping and appurtenant facilities which will be located within the Zone.

The total amount of the assessments which are proposed to be levied on parcels of property in the Zone is equal to the amount of the estimated annual cost of the maintenance, servicing and operation of landscaping and appurtenant facilities in the Zone for the 2013-14 Fiscal Year. The amount of the assessment which is proposed to be levied on each parcel in the Zone was calculated on the basis of the proportionate special benefit derived by the parcel in relationship to the entirety of the costs which are related to the maintenance, servicing and operation of landscaping and appurtenant facilities for said Fiscal Year. The assessments will be levied on all parcels in the Zone so long as such assessments are necessary to pay the annual costs of the maintenance, servicing and operation of public landscaping and appurtenant facilities located in the Zone.

In Resolution No. 2013-24 adopted by the City Council of the City on June 12, 2013, the City Council determined that the methodology for determining the amounts to be assessed on parcels in the Zone in future Fiscal Years Each succeeding fiscal year the special assessment for Zone 181 may be subject to an annual adjustment that is the greater of two percent (2%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical area ("Index") published by the Bureau of

Labor Statistics of the United States Department of Labor. The annual “CPI-U” adjustment will be based on the cumulative increase, if any, in the “Index” as it stands on March of each year over the base Index. Any increase larger than the greater of 2.0% or the “CPI-U” annual adjustment requires a majority approval of all the property owners within each of the benefit zones in LMD No. 89-1-C.

ENCLOSED HEREWITH is a form of Assessment Ballot upon which you can indicate your support for or opposition to the proposed assessment levied on your parcel and your support or opposition for the proposed revision of the assessment methodology. In order to be voted this ballot must be completed by indicating support or opposition for the proposition set forth thereon by inserting a “+” sign in the SUPPORT square or the OPPOSE square following the proposition. The property owner(s) or person(s) voting this ballot must include his or her or their name(s) in the spaces provided on the ballot, and the ballot must also be signed by the property owner(s) or person(s) voting the ballot as indicated thereon. An envelope is enclosed with this notice for returning the voted ballot. To be voted, the ballot must be returned to the City Clerk of the City of Wildomar at the address specified above prior to the conclusion of the public hearing on August 14, 2013.

At the conclusion of the public hearing, the City Clerk will tabulate the assessment ballots submitted, and not withdrawn, in support of or opposition to the proposed increase in the annual assessments levied on parcels in the Zone and the proposed revision to the assessment methodology. A majority protest will exist if the assessment ballots submitted, and not withdrawn, in opposition to the proposed assessments exceed the assessment ballots submitted, and not withdrawn, in favor of the proposed assessments, weighting those assessment ballots by the amount of the proposed assessment to be imposed upon the identified parcel for which each assessment ballot is submitted. If there is a majority protest against the levy of the proposed assessments, the City Council will not levy the assessments on the parcels of property in the Zone.

The total amount of the proposed assessments to be levied in the Zone is based on costs provided by the City’s Public Works Department to address the estimated cost with respect to the include the maintenance and servicing or easements of lighting, fossil filters, and landscape improvements within public right-of-way.

Dated: June 12, 2013

City Clerk of the City of Wildomar

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.2
PUBLIC HEARING
Meeting Date: August 14, 2013

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Zoning Ordinance Amendment No. 13-02 - Amending Section 17.172.205 (Fences) of the Wildomar Zoning Ordinance (Continued from July 10, 2013)

STAFF REPORT

RECOMMENDATION

The Planning Commission recommends that the City Council introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 79

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES PER SECTION 15061(B)(3), AND APPROVING ZONING ORDINANCE AMENDMENT NO. 13-02 TO AMEND SECTION 17.172.205 (FENCES) TO ESTABLISH HEIGHT AND LOCATION STANDARDS FOR FENCES AND WALLS IN RESIDENTIAL ZONES AND RESTRICTIONS ON PROHIBITIVE FENCING MATERIALS

BACKGROUND

The City Council reviewed the draft ordinance for ZOA 13-02 at its July 10, 2013 meeting. After Council deliberations and public comments, the agenda item was continued to tonight's meeting. The Council directed staff to make several changes to the draft ordinance as follows:

- revise Table D-1 to address height requirements for fences, gates and pilasters; and
- revise Table D-1 to provide separate standards for lots greater than one (1) acre in size.

The changes requested by the Council have been made and the ordinance in this report reflects those changes. The changes are highlighted in italics with red type. Staff is recommending Council approval at this time.

DISCUSSION (from the July 10, 2013 report – no changes)

Upon incorporation, the City adopted the Riverside County Zoning Ordinance (Ordinance No. 360). With the recent codification of the City's Municipal Code, the Zoning Ordinance is now officially referred to as Title 17 (Zoning Ordinance). Section 17.172.205 (fences) of the current zoning ordinance only contains standards for prohibitive fences types, and does not have height and location standards for fences/walls in residential zones.

Of particular concern to the Planning Department is that under current zoning standards, a residential homeowner can construct a six-foot solid fence and/or wall along the entire front property line. A fence/wall this high within the front setback area creates visibility and safety issues, especially along corner lots. In addition, a six-foot fence/wall on the front property line has aesthetics impacts as it can completely block out visibility of the front yard and house façade.

During the daily course of addressing public inquiries regarding fence height and locations in front yard setback areas in residential zones, staff has typically encouraged a maximum height standard to minimize aesthetic impacts and safety issues. However, without specific height standards in the zoning ordinance, staff does not truly have the authority to enforce front yard height restrictions for any kind of fence.

In order to establish specific height and location standards, a zoning ordinance amendment is necessary. The draft ordinance prepared by staff and recommended for approval by the Planning Commission is provided for Council consideration in Attachment A.

Planning Commission Action:

Zoning Ordinance Amendment No. 13-02 was first reviewed by the Planning Commission on February 20, 2013. The Commission during its first meeting on this amendment had requested changes to draft ordinance as a result of their deliberations, thus, the project was continued to the April 17 meeting. Below is a summary of the items raised by the Commission.

- a) Prohibited Fences (Sec. 17.172.205.B) – Staff had proposed to prohibit the use of barbed-wire and electrified fences in all zones (with the exception for security reasons as approved through the Plot Plan and CUP review process for properties in the commercial and industrial zones). The Commission expressed a desire to allow these fencing types in the A-1, A-P, A-2 R-A and R-R zones since they are typically used in the zones.
- b) Height Limitations (Sec. 17.172.205.D – new section) – Staff had proposed to limit the height of all fencing types (i.e., chain link, wrought-iron, solid fences such as wood, block garden walls & hedges) in the required front yard setback area to a maximum height of 3-1/2-feet (for safety & visibility reasons). However, the Commission expressed a desire to allow “open” fencing such as chain link and wrought-iron to be 4-feet in height since this fencing type is see-through. For solid walls/fencing (i.e., wood, block garden walls & hedges), the 3-1/2-foot height restriction remained as proposed by staff. The Commission also desired

to add a provision to allow decorative pilasters used in conjunction with open fences and solid walls to be a maximum height of 5-feet.

- c) Height Measurement (Sec. 17.172.E – new section) – Staff had provided an exhibit/diagram showing height measurements. The Commission expressed a desire to delete this exhibit from the proposed amendment as it was not needed. This diagram has been deleted from the draft ordinance recommended by the Commission.

At the April 17 meeting, the Commission reviewed the proposed changes. After deliberating, one final change was recommended to increase the height from 4-feet to 5-feet for “open” fencing (i.e., chain link and wrought-iron) as these fencing types are typically manufactured at 5-feet. The Commission unanimously voted 5-0 to recommend City Council approval of ZOA No. 13-02. The ordinance before the Council at tonight’s meeting, reflects all the changes outlined above.

Based on the Commission’s discussion and public input at the February 20, and April 17, 2013 meeting, staff has revised the proposed amendment to address the issues raised and simplify the draft ordinance. A copy of the February 20, and April 17, 2013 Commission reports are provided for Council consideration (Attachment B & C).

Staff believes the proposed changes to the draft ordinance are in keeping with the direction of the Planning Commission’s recommendation. Further, establishment of these height and location standards will make it easier for staff to implement.

ENVIRONMENTAL ASSESSMENT

A review of the potential environmental impacts was conducted for Zoning Ordinance Amendment No. 13-02. Based on this review, the Planning Commission is recommending the Council make a determination that the adoption of the proposed amendment (which provides for only text changes) related to height and location standards for fences in residential zones has no potential to impact the environment. Therefore, Zoning Ordinance Amendment No. 13-02 meets the criteria to be exempt from CEQA pursuant to Section 15061(b)(3) which states “that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

REQUIRED ZOA FINDING

In accordance with the provisions of the Wildomar Zoning Ordinance, the following finding is offered for Planning Commission consideration in recommending approval of Zoning Ordinance Amendment No. 13-02 to the City Council.

- A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance in that the proposed amendment will establish height and location standards for fences and walls in residential zones which will further General Plan Goal LU 22.10 that states: “*require residential units/projects be designed to consider their surroundings and visually enhance, not degrade, the character of the immediate area.*” In addition, the proposed standards will further the intent of Section 17.172.205 to provide for minimum development standards for the construction of fences within the City, which is designed to enhance the aesthetic appearance of the community, preserve property values and protect the health, safety and welfare of City residents.

FISCAL IMPACT

There are no fiscal impacts to the City related to this action.

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

- A. Ordinance No. 79
- B. February 17, 2013 Commission staff report (no attachments)
- C. April 20, 2013 Commission staff report (no attachments)
- D. Fence Regulations - Section 17.172.205

ATTACHMENT A

ORDINANCE NO. 79

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES PER SECTION 15061(B)(3), AND APPROVING ZONING ORDINANCE AMENDMENT NO. 13-02 TO AMEND SECTION 17.172.205 (FENCES) TO ESTABLISH HEIGHT AND LOCATION STANDARDS FOR FENCES AND WALLS IN RESIDENTIAL ZONES AND RESTRICTIONS ON PROHIBITIVE FENCING MATERIALS

THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA Determination

A review of the potential environmental impacts was conducted for Zoning Ordinance Amendment No. 13-02. Based on this review, the City Council determines that the adoption of the proposed zoning ordinance amendment (which provides for only text changes) related to height and location standards for fences in residential zones and restrictions on prohibitive fencing has no potential to impact the environment. Therefore, Zoning Ordinance Amendment No. 13-02 meets the criteria to be exempt from CEQA pursuant to Section 15061(b)(3) which states “that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.” Therefore, the City Council, upon recommendation from the Planning Commission, hereby adopts said exemption for Zoning Ordinance Amendment No. 13-02 in accordance with Section 15061(b)(3) of CEQA.

SECTION 2. Required Zoning Ordinance Amendment Findings

In accordance with the provisions of the Wildomar Zoning Ordinance the City Council makes the following finding of approval of Zoning Ordinance Amendment No. 13-02.

- A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance in that the proposed amendment will establish height and location standards for fences and walls in residential zones which will further General Plan Goal LU 22.10 that states: “*require residential units/projects be designed to consider their surroundings and visually enhance, not degrade, the character of the immediate area.*” In addition, the proposed standards will further the intent of Section 17.172.205 to provide for minimum development standards for

the construction of fences within the City, which is designed to enhance the aesthetic appearance of the community, preserve property values and protect the health, safety and welfare of City residents.

SECTION 3: Amendment to the Zoning Ordinance

Section 17.172.205.B (Prohibited Fences) is hereby amended in its entirety to read as follows:

- B. Prohibited Fences. The following fence materials are prohibited in all zones (unless approved through the Plot Plan or Conditional Use Permit review process for security needs in the C/1-C-P, CPS and Industrial zones) for service commercial and/or industrial users) or as required by City, state or federal laws/regulations.
1. Garage doors, tires, pallets, or other materials not typically used for the construction of fences.
 2. Barbed wire or electrified fence (Except within the A-1, A-P, A-2, R-A and R-R zone districts).
 3. Razor or concertina wire in conjunction with a fence or wall, or by itself (Except within the A-1, A-P, A-2, R-A and R-R zone districts).

SECTION 4: Amendment to the Zoning Ordinance

Section 17.172.205. (Fences) is hereby amended to add a new subsection to read as follows:

- C. Exemptions. The following fences and walls shall be exempt from planning review (a building permit may be required as determined by the Building Official)
1. Retaining Walls - Retaining walls less than thirty-six (36) inches in height.
 2. Residential Fences - Fences located on residential property (privacy fences) constructed in compliance with the standards of this section.
 3. Required Fences - Fences and walls required by a state or federal agency, or by the City for public safety.

SECTION 5: Amendment to the Zoning Ordinance

Section 17.172.205 (Fences) is hereby amended to add a new subsection to read as follows:

- D. Height Limits and Locations. For all residential zoning districts in the City, each fence or wall (including landscaping used as a screen) shall comply with the height limits and locations shown in the Table D-1 (Maximum Height of Fences and Walls in Required Yard Areas).

Table D-1 Maximum Height of Fences and Walls in Required Yard Areas

<i>For lots less than one (1) acre in size</i>	
<u>Location of Fence/Wall/Screen¹</u>	<u>Maximum Height</u>
Within required front yard area ²	<ul style="list-style-type: none"> • 3-1/2 feet (42") for solid fences/garden walls. • Decorative pilasters (w/cap) & gates (at the crown peak) can not exceed 6-feet.
Within required front yard area ²	<ul style="list-style-type: none"> • 5-feet for chain link and wrought-iron fencing. • Decorative pilasters (w/cap) & gates (at the crown peak) can not exceed 6-feet.
Within required rear and interior side yard area (along rear and interior property lines)	6 feet
Within required street side yard area	6 feet
At intersections of streets, alleys, and driveways within the clear visibility area	Note #3
<i>For lots greater than one (1) acre in size</i>	
<u>Location of Fence/Wall/Screen¹</u>	<u>Maximum Height</u>
<i>Within required front yard area²</i>	<ul style="list-style-type: none"> • 6 feet for solid fences/decorative walls. • Decorative pilasters (w/cap) at gate entry can not exceed 7 feet. • Gates (at the crown peak) can not exceed 8-feet.
<i>Within required front yard area²</i>	<ul style="list-style-type: none"> • 6-feet for chain link and wrought-iron fencing. • Decorative pilasters (w/cap) at gate entry can not exceed 7 feet. • Gates (at the crown peak) can not exceed 8-feet.
<i>Within required rear and interior side yard area (along rear and interior property lines)</i>	6 feet
<i>Within required street side yard area</i>	6 feet
<i>At intersections of streets, alleys, and driveways within the clear visibility area</i>	Note #3

Notes:

1. Fences, walls, and screening are not required between land uses unless otherwise specified in the Zoning Ordinance. Fences, walls, and screening must also be located outside of any public utility easement, except as authorized by the applicable utility agency.

2. Applies to the entire area in the front yard/setback area of a house, as defined by the front facade.

3. Fences/Walls located at intersections of streets, alleys, and driveways must maintain clear visibility as defined by the City Engineer.

SECTION 6. Effective Date of the Ordinance.

This Ordinance shall take effect and be in full force and operation thirty (30) days after its second reading and adoption.

SECTION 7. Severability.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, 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 8. City Clerk Action

The City Clerk is authorized and directed to cause this Ordinance to be published within 15 days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

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

Timothy Walker
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

ATTACHMENT B

February 17, 2013 Commission staff report

CITY OF WILDOMAR – PLANNING COMMISSION
Agenda Item # 2.1
PUBLIC HEARING
Meeting Date: February 20, 2013

TO: Chairman and Members of the Planning Commission

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Zoning Ordinance Amendment No. 13-02:
Planning Commission consideration of an amendment to the City of Wildomar Zoning Ordinance amending Section 17.172.205 (Fences) to establish height and location standards for fences and walls in residential zoning districts.

RECOMMENDATION

Staff recommends the Planning Commission adopt PC Resolution No. 13-03 (Attachment A) entitled:

“A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION PER SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVAL ZONING ORDINANCE AMENDMENT NO. 13-02 TO AMEND SECTION 17.172.205 (FENCES) TO ESTABLISH HEIGHT AND LOCATION STANDARDS FOR FENCES AND WALLS IN RESIDENTIAL ZONING DISTRICTS”

BACKGROUND / ANALYSIS

Upon incorporation of the City on July 1, 2008, the City adopted the Riverside County Zoning Ordinance (Ordinance No. 360) and the County’s Residential Design Guidelines. With the recent codification of the City’s Municipal Code, the Zoning Ordinance is now referred to as Title 17 (Zoning Ordinance). Both the Zoning Ordinance and Design Guidelines have design provisions for fences and walls in residential zones, however, neither contain specific height and location standards. In order to establish specific height and location standards, Section 17.172.205 (Fences) of the Zoning Ordinance must be amended.

Of particular concern to the Planning Department is that under current zoning standards, a residential homeowner can construct a six-foot fence and/or wall within the front yard setback area. A fence/wall this high within the front setback area can create

visibility and safety issues, especially along corner lots. In addition, a six-foot fence/wall on the front property line has aesthetics impacts as it can completely block out visibility of the front yard and house façade.

During the daily course of addressing public inquiries regarding fence height and locations in residential zones, planning staff has typically imposed a maximum height standard to minimize aesthetic and safety issues. In most public agencies, the maximum height of fences/walls are clearly defined so there is no misinterpretation, and each homeowner is treated fairly and equitably.

In preparing the proposed amendment, staff researched (via websites) several public agencies in the general area to find out what height standards existed for residential areas. In all cases, which is typical in many agencies, the fence/wall height on side & street side yard property lines (behind the front setback area) and rear property lines is six (6) feet. The maximum fence/wall height within the front yard setback areas was limited to 3-1/2 feet to 4 feet. Given these standards, staff is proposing similar height and location standards. Table C-1 is a summary of what is provided in the draft ordinance attached as Exhibit 1 to PC Resolution No. 13-03:

Table C-1 Maximum Height of Fences and Walls in Required Yard Areas

Location of Fence/Wall/Screen¹	Maximum Height
Within required front yard area ²	3-1/2 feet (42")
Within required rear and interior side yard area (along rear and interior property lines)	6 feet
Within required street side yard area	6 feet
At intersections of streets, alleys, and driveways within the clear visibility area	Note #3

Notes:

1. Fences, walls, and screening are not required between land uses unless otherwise specified in the Zoning Ordinance. Fences, walls, and screening must also be located outside of any public utility easement, except as authorized by the applicable utility agency.

2. Applies to the entire area in the front yard of a house, as defined by the front facade.

3. Fences/Walls located at intersections of streets, alleys, and driveways must maintain clear visibility as defined by the City Engineer.

In addition to the above, staff is also proposing to expand the list of prohibited fencing materials above what is already listed in Section 17.172.205.B. Currently, the list of prohibited fencing includes: garage doors, tires, pallets, or other materials not typically used for the construction of fences. Staff is proposing to add the following fence types to this list:

- Barbed wire or electrified fence.
- Razor or concertina wire in conjunction with a fence or wall, or by itself.

Staff believes that adoption of the proposed amendment is necessary so there is a specific set of universal standards for residential zones. The establishment of height and location standards for fences/walls will further the General Plan Goal LU 22.10 that states:

“...require residential units/projects be designed to consider their surroundings and visually enhance, not degrade, the character of the immediate area.”

In addition, the proposed standards will further the intent of Section 17.172.205 of the Zoning Ordinance that states:

“...to provide for minimum development standards for the construction of fences within the City, which is designed to enhance the aesthetic appearance of the community, preserve property values and protect the health, safety and welfare of City residents.”

If the Planning Commission supports the proposed amendment and adopts PC Resolution No. 13-03, staff will schedule the amendment for City Council review at their March 13, 2013 meeting.

ENVIRONMENTAL ASSESSMENT

A review of the potential environmental impacts was conducted for Zoning Ordinance Amendment No. 13-02. Based on this review, the Planning Department has determined that the adoption of the proposed amendment (which provides for only text changes) related to height and location standards for fences in residential zones has no potential to impact the environment. Therefore, Zoning Ordinance Amendment No. 13-02 meets the criteria to be exempt from CEQA pursuant to Section 15061(b)(3) which states “that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.” Staff is recommending that the Planning Commission recommend City Council adoption of this CEQA Exemption for Zoning Ordinance Amendment No. 13-02.

REQUIRED ZOA FINDINGS

In accordance with the provisions of the Wildomar Zoning Ordinance, the following finding is offered for Planning Commission consideration in recommending approval of Zoning Ordinance Amendment No. 13-02 to the City Council.

- B. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance in that the proposed amendment will establish height and

location standards for fences and walls in residential zones which will further General Plan Goal LU 22.10 that states: “*require residential units/projects be designed to consider their surroundings and visually enhance, not degrade, the character of the immediate area.*” In addition, the proposed standards will further the intent of Section 17.172.205 to provide for minimum development standards for the construction of fences within the City, which is designed to enhance the aesthetic appearance of the community, preserve property values and protect the health, safety and welfare of City residents.

Respectfully Submitted,
Matthew C. Bassi
Planning Director

ATTACHMENT C

(April 17, 2013 PC Report)

CITY OF WILDOMAR – PLANNING COMMISSION
Agenda Item # 2.1
PUBLIC HEARING
Meeting Date: April 17, 2013

TO: Chairman and Members of the Planning Commission

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Zoning Ordinance Amendment No. 13-02:
Planning Commission consideration of an amendment to the City of Wildomar Zoning Ordinance amending Section 17.172.205 (Fences) to establish height and location standards for fences and walls in the City of Wildomar.

RECOMMENDATION

Staff recommends the Planning Commission adopt a Resolution (Attachment A) entitled:

PC RESOLUTION NO. 13-03

“A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION PER SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVAL ZONING ORDINANCE AMENDMENT NO. 13-02 TO AMEND SECTION 17.172.205 (FENCES) TO ESTABLISH HEIGHT AND LOCATION STANDARDS FOR FENCES AND WALLS IN THE CITY OF WILDOMAR”

BACKGROUND

The Planning Commission reviewed the proposed amendment at its February 20, 2013 meeting. The Commission raised several concerns about the changes proposed by staff as it relates to the following:

- Prohibited Fences (Sec. 17.172.205.B) – Concerns related to the use of barbed-wire and electrified fences. The Commission expressed a desire to allow them in the R-A, R-R and other Agricultural zones as well as commercial and industrial zones. The proposed amendment reflects these changes as the Commission directed.

- Height Limitations (Sec. 17.172.205.D – new section) – Concerns related to maximum height in the required front yard setback area. The Commission expressed a desire to allow a fence height of 4-feet instead of 3-1/2-feet. Staff is recommending for solid walls/fences (e.g., wood fence, garden walls/hedges) the maximum height should remain at 3-1/2-feet (for safety & visibility reasons), and for open fences (e.g., chain link, wrought-iron, etc.) staff is recommending the maximum height be increased to 4-feet. In addition, this section has been revised to allow for decorative pilasters (typically used in conjunction with garden walls and wrought iron fencing) be allowed up to 5-feet in height for both fence types.
- Height Measurement (Sec. 17.172.E – new section) - Concerns related to the application of the diagram/exhibit (Figure E-1 Height Measurements). The Commission expressed a desire to delete this exhibit from the proposed amendment. Staff concurs and it has been deleted from the revised ordinance.

DISCUSSION

Based on the Commission's discussion and public input at the February 20, 2013 meeting, staff has revised the proposed amendment to address the issues raised and simplify the draft ordinance. The following is a summary of the proposed changes. The summary includes the proposed amendment in strike-out version showing what has been deleted while the new text is highlighted in bold italics. The draft ordinance (Exhibit 1 of Attachment A) reflects the updated amendments in its regular form with the changes already made.

SECTION 3: Amendment to the Zoning Ordinance

Section 17.172.205.B (Prohibited Fences) is hereby amended in its entirety to read as follows:

- B. Prohibited Fences. The following fence materials are prohibited in all zones (unless approved through the Plot Plan or Conditional Use Permit review process for security needs ***in the C/1-C-P, CPS and Industrial zones***) ~~for service commercial and/or industrial users~~ or as required by City, state or federal laws/regulations.
1. Garage doors, tires, pallets, or other materials not typically used for the construction of fences.
 2. Barbed wire or electrified fence (***Except within the R-A, R-R and all other Agricultural zones in the City.***)
 3. Razor or concertina wire in conjunction with a fence or wall, or by itself. (***Except within the R-A, R-R and all other Agricultural zones in the City.***)

SECTION 5: Amendment to the Zoning Ordinance

Section 17.172.205 (Fences) is hereby amended to add a new subsection to read as follows:

D. Height Limits and Locations. For Residential Zoning Districts, each fence or wall (including landscaping used as a screen) shall comply with height limits and locations shown in the Table D-1 below (Maximum Height of Fences and Walls in Required Yard Areas).

Table D-1 Maximum Height of Fences and Walls in Required Yard Areas

Location of Fence/Wall/Screen ¹	Maximum Height
Within required front yard area ²	3-1/2 feet (42") for solid fences/garden walls (decorative pilasters (w/cap) are allowed to be 5-feet in height)
Within required front yard area²	4-feet (48") for chain link, wrought-iron, etc. (decorative pilasters (w/cap) are allowed to be 5-feet in height)
Within required rear and interior side yard area (along rear and interior property lines)	6 feet
Within required street side yard area	6 feet
At intersections of streets, alleys, and driveways within the clear visibility area	Note #3

Notes:

- 1. Fences, walls, and screening are not required between land uses unless otherwise specified in the Zoning Ordinance. Fences, walls, and screening must also be located outside of any public utility easement, except as authorized by the applicable utility agency.*
- 2. Applies to the entire area in the front yard/**setback area** of a house, as defined by the front facade.*
- 3. Fences/Walls located at intersections of streets, alleys, and driveways must maintain clear visibility as defined by the City Engineer.*

Staff believes the proposed changes are in keeping with the direction of the Planning Commission and will be much easier to implement. The changes also address the fence types that are commonly used within the City's R-A, R-R and Agricultural zones so the use of these fences will be allowed to continue as currently existing.

ENVIRONMENTAL ASSESSMENT

A review of the potential environmental impacts was conducted for Zoning Ordinance Amendment No. 13-02. Based on this review, the Planning Department has determined that the adoption of the proposed amendment (which provides for only text changes)

related to height and location standards for fences in residential zones has no potential to impact the environment. Therefore, Zoning Ordinance Amendment No. 13-02 meets the criteria to be exempt from CEQA pursuant to Section 15061(b)(3) which states “that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.” Staff is recommending that the Planning Commission recommend City Council adoption of this CEQA Exemption for Zoning Ordinance Amendment No. 13-02.

REQUIRED ZOA FINDINGS

In accordance with the provisions of the Wildomar Zoning Ordinance, the following finding is offered for Planning Commission consideration in recommending approval of Zoning Ordinance Amendment No. 13-02 to the City Council.

- C. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance in that the proposed amendment will establish height and location standards for fences and walls in residential zones which will further General Plan Goal LU 22.10 that states: “*require residential units/projects be designed to consider their surroundings and visually enhance, not degrade, the character of the immediate area.*” In addition, the proposed standards will further the intent of Section 17.172.205 to provide for minimum development standards for the construction of fences within the City, which is designed to enhance the aesthetic appearance of the community, preserve property values and protect the health, safety and welfare of City residents.

Respectfully Submitted,
Matthew C. Bassi
Planning Director

ATTACHMENT D

Fence Regulations - Section 17.172.205

17.172.205 Fences.

A. Intent. The City Council has enacted the following provision to provide minimum development standards for the construction of fences within the City. These standards are designed to enhance the aesthetic appearance of the community, preserve property values and protect the health, safety and welfare of City residents.

B. Prohibited Fences. Fences shall not be constructed of garage doors, tires, pallets or other materials not typically used for the construction of fences. (Ord. 18 § 2, 2008, RCC § 17.172.205)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: August 14, 2013

TO: Mayor and City Council Members

FROM: Debbie A. Lee, City Clerk

SUBJECT: League of California Cities Annual General Business Meeting Voting Delegate and Alternate

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council discuss and determine which Council Member will be the Voting Delegate and Alternate for the League of California Cities Annual General Business Meeting in Sacramento.

DISCUSSION:

On September 18 – 20 the League of California Cities annual conference will be held in Sacramento. On the last day of the conference is the annual General Business Meeting at which each city will have a Voting delegate representing their city.

Last December, during the annual appointments to the various Boards, Committees, and Commissions, the City Council appointed Mayor Pro Tem Swanson as the Voting Delegate and Councilman Benoit as the Alternate. This year Mayor Walker and Councilman Benoit will be attending the conference, and it would be appropriate at this time to appoint one Council Member as the Voting Delegate and one Council Member as the Alternate.

FISCAL IMPACT:

There is no fiscal impact by the Council making this selection.

Submitted by:
Debbie A. Lee
City Clerk

Approved by:
Gary Nordquist
City Manager



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by August 2, 2013

PLEASE NOTE: You are receiving this letter and form earlier than usual because hotel space near the Sacramento Convention Center for the Annual Conference will be especially tight this year. As a result, we want to encourage you to make your hotel reservations early.

April 26, 2013

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 18 - 20, Sacramento**

The League's 2013 Annual Conference is scheduled for September 18 - 20 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, September 20, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 23, 2013. This will allow us time to establish voting delegate/alternates' records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one person must be present at the

- Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 18, 9:00 a.m. – 6:30 p.m.; Thursday, September 19, 7:00 a.m. – 4:00 p.m.; and September 20, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 23. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2013 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Annual Conference Voting Procedures 2013 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2013 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 23, 2013. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 23, 2013

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240
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**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
JULY 10, 2013**

CALL TO ORDER

The regular session of July 10, 2013, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Walker at 7:51 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

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

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

PUBLIC COMMENTS

There were no speakers.

BOARD COMMUNICATIONS

There were no reports.

APPROVAL OF THE AGENDA AS PRESENTED

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

MOTION carried, 5-0.

4.0 CONSENT CALENDAR

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

MOTION carried, 5-0.

4.1 Minutes – June 12, 2013 Regular Meeting

Approved the Minutes as submitted.

4.2 Minutes – June 26, 2013 Special Meeting

Approved the Minutes as submitted.

4.3 Warrant Register

Approved the following:

1. Warrant Register dated 06-06-13, in the amount of \$292.27;
2. Warrant Register dated 06-13-13, in the amount of \$1,847.31;
3. Warrant Register dated 06-20-13, in the amount of \$402.19; &
4. Warrant Register dated 06-27-13, in the amount of \$239.81.

4.4 Treasurer's Report

Approved the Treasurer's Report for May, 2013.

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

6.1 Great Day of Service Parking Plan

Clerk Lee read the title.

General Manager Nordquist presented the staff report.

A MOTION was made by Vice Chairman Swanson, seconded by Trustee Benoit, to direct Staff to provide vehicle parking availability on unimproved cemetery property for the Great Day of Service event to be held on October 26, 2013.

MOTION carried, 5-0.

GENERAL MANAGER REPORT

There was no report.

CEMETERY DISTRICT COUNSEL REPORT

There was no report.

FUTURE AGENDA ITEMS

There were no items requested.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business, Chairman Walker adjourned the Wildomar Cemetery District Board of Directors meeting at 7:55 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
Clerk of the Board

Timothy Walker
Chairman

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.2
CONSENT CALENDAR
Meeting Date: August 14, 2013

TO: Chairman and Board of Trustees

FROM: Misty V. Cheng, Controller

SUBJECT: Warrant Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 07-03-13, in the amount of \$7,013.42
2. Warrant Register dated 07-03-13, in the amount of \$30.58;
3. Warrant Register dated 07-11-13, in the amount of \$1,726.17;
4. Warrant Register dated 07-11-13, in the amount of \$93.75;
5. Warrant Register dated 07-18-13, in the amount of \$220.39; &
6. Warrant Register dated 07-18-13, in the amount of \$135.50.

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 2013-14 Budgets.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Warrant Register dated July 3, 2013 x2
Warrant Register dated July 11, 2013 x2
Warrant Register dated July 18, 2013 x2

Voucher List
City of Wildomar

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>	
202355	7/3/2013	000367 CINTAS CORPORATION	55615214		STAFF UNIFORM MAINTENANCE	30.58	
					Total :	30.58	
1	Vouchers for bank code : wf					Bank total :	30.58
1	Vouchers in this report					Total vouchers :	30.58

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
202356	7/3/2013	000388 ALARM FINANCIAL SERVICES, TNSS	96599		CEMETERY ALARM MONITORING 7	60.00	
					Total :	60.00	
202357	7/3/2013	000028 CALPERS	1018		CEMETERY RETIREE PREMIUM JU	293.98	
					Total :	293.98	
202358	7/3/2013	000433 GOLDEN STATE RISK MANAGEMENT, AL GS1307100221			CEMETERY WORKERS COMP. GEN	5,699.00	
					Total :	5,699.00	
202359	7/3/2013	000434 PONTEM SOFTWARE BY RIA	40558		CEMETERY MANAGEMENT SOFTW	792.00	
					Total :	792.00	
202360	7/3/2013	000020 VERIZON	61913		CEMETERY VOICE/INTERNET SER	168.44	
					Total :	168.44	
5 Vouchers for bank code : wf						Bank total :	7,013.42
5 Vouchers in this report						Total vouchers :	7,013.42

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202387	7/11/2013	000022 EDISON	62713		ELEC 5/28/13-6/26/13 - CEMETERY	106.98
					Total :	106.98
202388	7/11/2013	000012 ELSINORE VALLEY MUNICIPAL, WATER	66169809		WATER 5/23/13-6/20/13 - CEMETER	1,619.19
					Total :	1,619.19
2 Vouchers for bank code : wf						Bank total : 1,726.17
2 Vouchers in this report						Total vouchers : 1,726.17

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202384	7/11/2013	000442 ARCO GASPRO PLUS	NP38491026		LATE/FINANCE/SERVICE FEES	82.17
			NP38491026	S	CREDIT MEMO (LATE/FINANCE/SEF	-37.50
				S		
					Total :	44.67
202385	7/11/2013	000367 CINTAS CORPORATION	55617840		STAFF UNIFORM MAINTENANCE	30.58
					Total :	30.58
202386	7/11/2013	000368 WHITNEY'S DRINKING WATER	70313		CEMETERY DRINKING WATER	18.50
					Total :	18.50
3 Vouchers for bank code : wf					Bank total :	93.75
3 Vouchers in this report					Total vouchers :	93.75

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>
202418	7/18/2013	000367 CINTAS CORPORATION	55620477		STAFF UNIFORM MAINTENANCE	30.58
					Total :	30.58
202419	7/18/2013	000011 CR&R INC.	266081		JULY 2013 WASTE SERVICES - 3YC	126.62
					Total :	126.62
202420	7/18/2013	000094 STAUFFERS LAWN EQUIPMENT	200209		CEMETERY DEPARTMENTAL SUPP	63.19
					Total :	63.19
3 Vouchers for bank code : wf						Bank total : 220.39
3 Vouchers in this report						Total vouchers : 220.39

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>
202417	7/18/2013	000379 HOME DEPOT CREDIT SERVICES	5025401		CEMETERY MAINTENANCE SUPPL	89.76
			6012398		CEMETERY MAINTENANCE SUPPL	45.74
					Total :	135.50
1 Vouchers for bank code : wf						Bank total : 135.50
1 Vouchers in this report						Total vouchers : 135.50

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: August 14, 2013

TO: Chairman and the Board of Trustees

FROM: Misty V. Cheng, Controller

SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

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

DISCUSSION:

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

FISCAL IMPACT:

None at this time.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Treasurer's Report

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

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	\$ 124,551.63	\$ 124,551.63	\$ 124,551.63	100.00%	0	0.000%
TOTAL	\$ 124,551.63	\$ 124,551.63	\$ 124,551.63	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	\$ 126,505.24	\$ 0.00	\$ (1,953.61)	\$ 124,551.63	0.000%
TOTAL	\$ 126,505.24	\$ 0.00	\$ (1,953.61)	\$ 124,551.63	

TOTAL INVESTMENT \$ 124,551.63

CASH HELD BY RIVERSIDE COUNTY

ACCOUNT	INSTITUTION	BALANCE	RATE
CEMETERY	RIVERSIDE COUNTY	\$ 0.00	0.00%
DEF COMP	RIVERSIDE COUNTY	0.00	0.00%
ENDOWMENT	RIVERSIDE COUNTY	0.00	0.00%
TOTAL		\$ 0.00	

ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
CEMETERY	RIVERSIDE COUNTY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.000%
DEF COMP	RIVERSIDE COUNTY	0.00	0.00	0.00	0.00	
ENDOWMENT	RIVERSIDE COUNTY	0.00	0.00	0.00	0.00	0.000%
TOTAL		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

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

Misty V. Cheng
Controller

Date