

CITY OF WILDOMAR CITY COUNCIL  
AND WILDOMAR CEMETERY DISTRICT AGENDA

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

OCTOBER 12, 2016  
Council Chambers  
23873 Clinton Keith Road, Suite 106, Wildomar CA



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

Gary Nordquist  
City Manager/General Manager

Thomas D. Jex  
City Attorney/District Counsel

## **WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA OCTOBER 12, 2016**

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

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

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

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

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

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

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

**ROLL CALL**

**PUBLIC COMMENTS**

**CLOSED SESSION**

The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matters of pending litigation: City of Wildomar v. Rostai Investment Properties; RSC Case No. MCC 1300122.

**RECONVENE INTO OPEN SESSION**

**ANNOUNCEMENTS**

**ADJOURN CLOSED SESSION**

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

### **ROLL CALL**

### **FLAG SALUTE**

Boy Scout Troop 332

### **PRESENTATIONS**

1. Library Update – Melina Velazquez
2. Fire Captain Ed Estacio Recognition
3. Fire Department Update

### **PUBLIC COMMENTS**

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

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

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

### **COUNCIL COMMUNICATIONS**

## **APPROVAL OF THE AGENDA AS PRESENTED**

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

### **1.0 CONSENT CALENDAR**

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

#### **1.1 Reading of Ordinances**

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

#### **1.2 Minutes – September 14, 2016 Regular Meeting**

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

#### **1.3 Warrant & Payroll Registers**

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

1. Warrant Register dated 09-01-2016 in the amount of \$528,722.52;
2. Warrant Register dated 09-01-2016 in the amount of \$17,081.30;
3. Warrant Register dated 09-08-2016 in the amount of \$4,434.88;
4. Warrant Register dated 09-08-2016 in the amount of \$609.84;
5. Warrant Register dated 09-08-2016 in the amount of \$128,988.84;
6. Warrant Register dated 09-13-2016 in the amount of \$440.00;
7. Warrant Register dated 09-15-2016 in the amount of \$1,578.69;
8. Warrant Register dated 09-15-2016 in the amount of \$137,357.42;
9. Warrant Register dated 09-22-2016 in the amount of \$50.00;
10. Warrant Register dated 09-22-2016 in the amount of \$31,174.00;
11. Warrant Register dated 09-22-2016 in the amount of \$186,251.35;
12. Warrant Register dated 09-29-2016 in the amount of \$129,474.17
13. Payroll Register dated 10-01-2016 in the amount of \$75,271.92.

#### **1.4 Treasurer's Report**

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

**1.5 Declare Scheduled Vacancies on the Planning Commission (Mayor Moore and Councilman Cashman Appointees)**

**RECOMMENDATION:** Staff recommends the City Council:

1. Declare two vacancies on the Planning Commission (currently held by John Lloyd (Moore) and Sidney York (Cashman)); and
2. Direct the City Clerk to advertise the scheduled vacancies, starting October 13, 2016, and receive applications for a period of 30 calendar days (October 13 – November 14).

**1.6 First Amendment to Design Professional Services Agreement with Parsons Transportation Group for Bundy Canyon Road**

**RECOMMENDATION:** Staff recommends that the City Council authorize the City Manager to execute the First Amendment to the Design Professional Services Agreement with Parsons Transportation Group, Inc for Engineering Services for Bundy Canyon Road Improvement Project.

**1.7 Professional Services Agreement with Albert A. Webb Associates for Environmental Mitigation Services for Lateral C-1**

**RECOMMENDATION:** Staff recommends that the City Council authorize the City Manager to execute the Professional Services Agreement with Albert A. Webb Associates for Environmental Mitigation Services for the Lateral C-1 Storm Drain Project.

**1.8 Consultant Service Agreement for Special District On-Call Services**

**RECOMMENDATION:** Staff recommends that the City Council authorize the City Manager to execute the Consultant Services Agreements with Albert A. Webb Associates and with Spicer Consulting Group for On-Call Assessment Engineering/Special Tax Services.

**1.9 Regional Homeless Alliance**

**RECOMMENDATION:** Staff recommends that the City Council adopt a joint Resolution joining the Regional Homeless Alliance and authorize the Mayor to sign a five-member city alliance to address homelessness in southwest Riverside County.

**1.10 City Council Salary Ordinance**

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

ORDINANCE NO. 125

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 2.04.040 OF THE WILDOMAR MUNICIPAL CODE TO INCREASE THE CITY COUNCIL SALARY TO \$400.00 PER MONTH

**2.0 PUBLIC HEARINGS**

**2.1 Allocation of Community Development Block Grant (CDBG) Funds for Fiscal Year 2017-2018 Program Year**

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

RESOLUTION NO. 2016 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2017-2018

**2.2 Zoning Ordinance Amendment No. 16-02 - Construction and Public Hearing Notification Signage Code Amendment**

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

ORDINANCE NO. \_\_\_\_\_

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO SECTION 15061(B)(3) AND SECTION 15311(A) OF THE CEQA GUIDELINES AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 16-02 AMENDING THE WILDOMAR MUNICIPAL CODE TO REQUIRE ON-SITE CONSTRUCTION AND ON-SITE PUBLIC HEARING NOTIFICATION SIGNAGE FOR CERTAIN DEVELOPMENT PROJECTS

### **3.0 GENERAL BUSINESS**

#### **3.1 FY 2016-17 First Quarter Budget Report**

**RECOMMENDATION:** Staff recommends that the City Council review and consider approval of the Fiscal Year 2016-17 First Quarter Report, and adopt a Resolution entitled:

RESOLUTION NO. 2016 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2016-17  
BUDGETED REVENUES AND EXPENSES

### **CITY MANAGER REPORT**

### **CITY ATTORNEY REPORT**

Brown Act Review

### **FUTURE AGENDA ITEMS**

### **ADJOURN THE CITY COUNCIL**

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

## **CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT**

### **ROLL CALL**

### **PUBLIC COMMENTS**

### **BOARD COMMUNICATIONS**

#### **APPROVAL OF THE AGENDA AS PRESENTED**

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

#### **4.0 CONSENT CALENDAR**

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

##### **4.1 Minutes – September 14, 2016 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 09-01-2016, in the amount of \$6,443.00;
2. Warrant Register dated 09-08-2016, in the amount of \$260.40;
3. Warrant Register dated 09-15-2016, in the amount of \$4,388.77;
4. Warrant Register dated 09-22-2016, in the amount of \$2,150.01; &
5. Warrant Register dated 09-29-2016, in the amount of \$1,231.58.

**4.3 Treasurer's Report**

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

**5.0 PUBLIC HEARINGS**

There are no items scheduled.

**6.0 GENERAL BUSINESS**

There are no items scheduled.

**GENERAL MANAGER REPORT**

**FUTURE AGENDA ITEMS**

**ADJOURN WILDOMAR CEMETERY DISTRICT**

**City Council/Wildomar Cemetery District Regular Meeting Schedule**

|             |          |              |
|-------------|----------|--------------|
| November 9  | March 8  | July 12      |
| December 14 | April 12 | August 9     |
| January 11  | May 10   | September 13 |
| February 8  | June 14  |              |

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 October 7, 2016, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

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



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

**CITY OF WILDOMAR  
CITY COUNCIL REGULAR MEETING MINUTES  
SEPTEMBER 14, 2016**

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

The closed session of September 14, 2016, of the Wildomar City Council was called to order by Mayor Moore at 5:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

**PUBLIC COMMENTS**

There were no speakers.

**CLOSED SESSION**

City Clerk Lee read the following:

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

A. City of Wildomar v. Rostai Investment Properties; RSC Case No. MCC 1300122

B. SoCal Environmental Justice Alliance v. City of Wildomar and Strata Baxter, LLC; RSC Case No. RIC 1610333

2. 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 potential exposure to litigation.

The Council convened into closed session at 5:32 p.m. with all Council Members present.

**RECONVENE INTO OPEN SESSION**

At 6:31 p.m. the City Council reconvened into open session, with Councilman Cashman absent.

## **ANNOUNCEMENTS**

City Attorney Jex stated there was no reportable action.

## **ADJOURN CLOSED SESSION**

There being no further business, Mayor Moore adjourned the closed session at 6:32 p.m.

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

The regular meeting of September 14, 2016, of the Wildomar City Council was called to order by Mayor Moore at 6:32 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

The flag salute was led by the Sea Scouts

## **PRESENTATIONS**

1. The David A. Brown Middle School Choir performed for everyone.
2. Mayor Moore recognized Girl Scout Troop 90 for their Silver Award projects.
3. Mayor Moore recognized Boy Scout Troop 2011 for their service during a fire.
4. Mayor Moore recognized Sea Scout Matthew Wolfslau on his award.
5. The 4-H Club made a presentation regarding an upcoming event.
6. The Library update was postponed to the next meeting.
7. Mayor Moore presented a Proclamation for Constitution Week, September 17 – 23.
8. Mayor Moore presented a Proclamation for National Step Family Day – September 16.
9. Police Chief Hollingsworth presented a Wildomar Deputy who received a plaque and pin from MADD.

## **PUBLIC COMMENTS**

Ken Mayes, resident, stated the Municipal Code regarding bingo licenses is in conflict with how long the license is good for.

Ms. Miller, resident, stated her disagreement with many issues.

## **COUNCIL COMMUNICATIONS**

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

## **APPROVAL OF THE AGENDA AS PRESENTED**

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

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

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

NAY: None

ABSTAIN: None

ABSENT: Cashman

## **1.0 CONSENT CALENDAR**

City Clerk Lee advised there are speakers for items on the Consent Calendar.

Ken Mayes, resident, speaking on items #1.2 and #1.4, stated the guard rails is still broken, and Councilman Cashman not seeking re-election.

Ms. Miller, resident, speaking on items #1.10, #1.11, #1.12, #1.13, #1.15, #1.16, and #1.17, stated her displeasure.

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

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

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

NAY: None  
ABSTAIN: None  
ABSENT: Cashman

**1.1 Reading of Ordinances**

Approved the reading by title only of all ordinances.

**1.2 Minutes – May 11, 2016 Regular Meeting**

Approved the Minutes as submitted.

**1.3 Minutes – June 8, 2016 Regular Meeting**

Approved the Minutes as submitted.

**1.4 Minutes – July 13, 2016 Regular Meeting**

Approved the Minutes as submitted.

**1.5 Minutes – August 10, 2016 Regular Meeting**

Approved the Minutes as submitted.

**1.6 Minutes – August 24, 2016 Special Meeting**

Approved the Minutes as submitted.

**1.7 Warrant & Payroll Registers**

Approved the following:

1. Warrant Register dated 08-04-2016 in the amount of \$91,921.89;
2. Warrant Register dated 08-04-2016 in the amount of \$27,468.97;
3. Warrant Register dated 08-11-2016 in the amount of \$90,609.05;
4. Warrant Register dated 08-11-2016 in the amount of \$542,226.98;
5. Warrant Register dated 08-18-2016 in the amount of \$265,828.67;
6. Warrant Register dated 08-18-2016 in the amount of \$49,587.62;
7. Warrant Register dated 08-25-2016 in the amount of \$12,336.60;
8. Warrant Register dated 08-25-2016 in the amount of \$316,335.99; &
9. Payroll Register dated 09-01-2016 in the amount of \$76,235.17.

**1.8 Treasurer's Report**

Approved the Treasurer's Report for July, 2016.

**1.9 FY 2016 Emergency Management Performance Grant (EMPG) Program Award**

Accepted \$10,232 in funding from Riverside County's FY 2016 EMPG Program and adopt a Resolution entitled:

RESOLUTION NO. 2016 - 52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PARTICIPATION IN THE FY 2016 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR AND ON BEHALF OF THE CITY

- 1.10 Parcel Map No. 32257 (PA 16-0075) - Receive and File**  
Received and filed the report of the Planning Commission's approval.
- 1.11 Tentative Tract Map No. 33543 (PA 16-0063) - Receive and File**  
Received and filed the report of the Planning Commission's approval.
- 1.12 Tentative Tract Map No. 31896 (PA 16-0052) - Receive and File**  
Received and filed the report of the Planning Commission's approval.
- 1.13 Tri-Party Consultant Service Agreement for the Milestone RV/Boat Storage Project Mitigated Negative Declaration (PA No. 16-0095)**

1. Authorized the City Manager to execute a Tri-Party Consultant Service Agreement between the City of Wildomar, Milestone Wildomar, LLC/Milestone Land Company, LLC, and Matthew Fagan Consulting Services, Inc. to prepare the Initial Study/Mitigated Negative Declaration for the Milestone RV/Boat Storage Project; and

2. Authorized the City Manager to execute a Consultant Services Agreement between the City of Wildomar and Matthew Fagan Consulting Services, Inc. for the preparation of Initial Study/Mitigated Negative Declaration for the Milestone RV/Boat Storage Project.

- 1.14 Publicly Available Pay Schedule**

Adopted a Resolution entitled:

RESOLUTION NO. 2016 - 53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING AND ADOPTING A CITY-WIDE SALARY AND PAY SCHEDULE

- 1.15 Wildomar Square Memorandum of Understanding (MOU) – LED Freeway Oriented Signage (PA 16-0064)**

Authorized the City Manager to execute the Commercial Shopping Center Freeway Oriented Sign Memorandum of Understanding with DH Holdings, Inc. for the Wildomar Square Retail Center.

**1.16 Ordinance No. 123 Second Reading - Zoning Ordinance Amendment No. 16-04 – L.E.D Signs in Commercial Retail Shopping Centers**

Adopted an Ordinance entitled:

ORDINANCE NO. 123

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

**1.17 Ordinance No. 124 Second Reading – City Council Call For Review**

Adopted an Ordinance entitled:

ORDINANCE NO. 124

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

**2.0 PUBLIC HEARINGS**

**2.1 Consideration of Territory to be Annexed to Community Facilities District No. 2013-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2013-1 (Services), Annexation No. 10**

City Clerk Lee read the title.

Mayor Moore opened the public hearing.

Assistant City Manager York presented the staff report.

SPEAKERS:

Ms. Miller, resident, stated her opposition.

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

Mayor Moore asked for the canvass of the election.

City Clerk stated the ballot states "yes".

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

RESOLUTION NO. 2016 - 54  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO  
THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A  
SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED  
TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)  
(ANNEXATION NO. 10)

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

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

NAY: None

ABSTAIN: None

ABSENT: Cashman

5. Hold the election;
6. Canvass the election; and
7. Adopt a Resolution entitled:

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

RESOLUTION NO. 2016 - 55  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR  
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)  
ANNEXATION NO. 10

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

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

NAY: None

ABSTAIN: None  
ABSENT: Cashman

### **3.0 GENERAL BUSINESS**

#### **3.1 Tiny House Village Meeting**

City Clerk Lee read the title.

Mayor Moore presented the report.

Ken Mayes, resident, stated this meeting was already in the Press Enterprise in July as being approved already.

Councilman Benoit stated he would pay the \$89 out of his campaign funds.

**A MOTION** was made by Councilman Benoit, seconded by Councilwoman Swanson, to authorize hosting a Tiny House Village meeting on Thursday September 22, 2016, from 4:30-7:30 p.m.; and Councilman Benoit will pay the \$89 from his campaign funds to cover the cost.

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

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

#### **3.2 City Council Salary Ordinance**

City Clerk Lee read the title.

Joseph Morabito, resident, stated he is in favor of this.

City Manager Nordquist presented the staff report.

Mayor Moore suggested that the increase be effective on July 1, 2017 as that would be the start of the new fiscal year.

**A MOTION** was made by Councilwoman Swanson, seconded by Mayor Pro Tem Walker, to approve the July 1, 2017 effective date and introduce

and approve first reading of an Ordinance entitled:

**ORDINANCE NO. 125**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 2.04.040 OF THE WILDOMAR MUNICIPAL CODE TO INCREASE THE CITY COUNCIL SALARY TO \$400.00 PER MONTH

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

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

NAY: None

ABSTAIN: None

ABSENT: Cashman

**CITY MANAGER REPORT**

City Manager Nordquist presented the City Manager report.

City Clerk Lee gave an update on the November 8, 2016 General Municipal Election.

**CITY ATTORNEY REPORT**

City Attorney advised and explained SB 1436 which affects the Brown Act.

**FUTURE AGENDA ITEMS**

There were no items.

**ADJOURN THE CITY COUNCIL**

There being no further business, Mayor Moore declared the meeting adjourned at 8:06 p.m.

Submitted by:

Approved by:

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Debbie A. Lee, CMC  
City Clerk

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Bridgette Moore  
Mayor

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item#1.3**  
**CONSENT CALENDAR**  
**Meeting Date: October 12, 2016**

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**TO:** Mayor and City Council Members  
**FROM:** James Riley, Finance Director  
**PREPARED BY:** Terry Rhodes, Accounting Manager  
**SUBJECT:** Warrant and Payroll Registers

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the following:

1. Warrant Register dated 09-01-2016 in the amount of \$528,722.52;
2. Warrant Register dated 09-01-2016 in the amount of \$17,081.30;
3. Warrant Register dated 09-08-2016 in the amount of \$4,434.88;
4. Warrant Register dated 09-08-2016 in the amount of \$609.84;
5. Warrant Register dated 09-08-2016 in the amount of \$128,988.84;
6. Warrant Register dated 09-13-2016 in the amount of \$440.00;
7. Warrant Register dated 09-15-2016 in the amount of \$1,578.69;
8. Warrant Register dated 09-15-2016 in the amount of \$137,357.42;
9. Warrant Register dated 09-22-2016 in the amount of \$50.00;
10. Warrant Register dated 09-22-2016 in the amount of \$31,174.00;
11. Warrant Register dated 09-22-2016 in the amount of \$186,251.35;
12. Warrant Register dated 09-29-2016 in the amount of \$129,474.17
13. Payroll Register dated 10-01-2016 in the amount of \$75,271.92

**DISCUSSION:**

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

**FISCAL IMPACT:**

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

Submitted by:  
James Riley  
Finance Director

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

Voucher List 09/01/16(2)

Voucher List 09/08/16(3)

Voucher List 09/13/16(1)

Voucher List 09/15/16(2)

Voucher List 09/22/16(3)

Voucher List 09/29/16(1)

Payroll Register 10/01/2016

**Voucher List**  
City of Wildomar

08/31/2016 10:03:21AM

Bank code : wf

| Voucher                              | Date     | Vendor                                      | Invoice      | PO # | Description/Account                      | Amount                             |
|--------------------------------------|----------|---|--------------|------|--|------------------------------------|
| 206640                               | 9/1/2016 | 000034 BIO-TOX LABORATORIES                 | 32474        |      | RC SHERIFF - LAB SERVICES                | 198.00                             |
| <b>Total :</b>                       |          |   |              |      |  | <b>198.00</b>                      |
| 206641                               | 9/1/2016 | 000068 COUNTY OF RIVERSIDE, FIRE DEPARTMENT | 232288       |      | 4/1/16-6/30/16 FIRE PROTECTION SERVICES  | 453,081.17                         |
| <b>Total :</b>                       |          |   |              |      |  | <b>453,081.17</b>                  |
| 206642                               | 9/1/2016 | 000035 COUNTY OF RIVERSIDE, TLMA            | TL0000012651 |      | JUNE 2016 SLF COSTS FY16                 | 4,332.56                           |
| <b>Total :</b>                       |          |   |              |      |  | <b>4,332.56</b>                    |
| 206643                               | 9/1/2016 | 000084 MUNISERVICES, LLC                    | 0000042694   |      | SALES & USE TAX REPORT SYST SUTA SVC FOR | 126.79                             |
| <b>Total :</b>                       |          |   |              |      |  | <b>126.79</b>                      |
| 206644                               | 9/1/2016 | 000055 WRCOG                                | 11316        |      | TUMF FEES DECEMBER 2015                  | 70,984.00                          |
| <b>Total :</b>                       |          |   |              |      |  | <b>70,984.00</b>                   |
| <b>5 Vouchers for bank code : wf</b> |          |   |              |      |  | <b>Bank total : 528,722.52</b>     |
| <b>5 Vouchers in this report</b>     |          |   |              |      |  | <b>Total vouchers : 528,722.52</b> |

**Voucher List**  
City of Wildomar

08/31/2016 10:28:37AM

Bank code : wf

| Voucher        | Date     | Vendor                                       | Invoice      | PO # | Description/Account                         | Amount          |
|----------------|----------|--|--------------|------|---|-----------------|
| 206645         | 9/1/2016 | 000312 ADAME LANDSCAPE, INC.                 | 66642        |      | 7/28/16 REPAIR/REPLACE SPRINKLERS<br>CSA103 | 175.28          |
| <b>Total :</b> |          |  |              |      |   | <b>175.28</b>   |
| 206646         | 9/1/2016 | 000458 AMERICAN FENCE COMPANY, INC.          | 1937259      |      | INSTALL/REMOVE 448 FT TEMP FENCE<br>8/21/16 | 134.40          |
|                |          |  | 1937262      |      | INSTALL/REMOVE 154 FT TEMP FENCE<br>8/21/16 | 75.00           |
| <b>Total :</b> |          |  |              |      |   | <b>209.40</b>   |
| 206647         | 9/1/2016 | 000033 AMERICAN FORENSIC NURSES              | 68186        |      | BLOOD DRAW (1) UR SPEC (4)                  | 200.00          |
|                |          |  | 68247        |      | BLOOD DRAW (3)                              | 120.00          |
| <b>Total :</b> |          |  |              |      |   | <b>320.00</b>   |
| 206648         | 9/1/2016 | 000029 APPLEONE                              | 01-4179495   |      | RECEPTIONIST CONTRACTUAL P/E<br>8/20/16     | 805.60          |
| <b>Total :</b> |          |  |              |      |   | <b>805.60</b>   |
| 206649         | 9/1/2016 | 000034 BIO-TOX LABORATORIES                  | 32616        |      | RC SHERIFF - LAB SERVICES                   | 676.80          |
|                |          |  | 32617        |      | RC SHERIFF - LAB SERVICES                   | 78.00           |
| <b>Total :</b> |          |  |              |      |   | <b>754.80</b>   |
| 206650         | 9/1/2016 | 000988 COUNTY OF RIVERSIDE, INFORMATION TECH | IT0000000074 |      | ASSIST WITH EDEN PARCEL REFRESH             | 104.67          |
| <b>Total :</b> |          |  |              |      |   | <b>104.67</b>   |
| 206651         | 9/1/2016 | 000037 DATA TICKET, INC.                     | 72478        |      | JULY 2016 DAILY CITE PROCESSING             | 205.65          |
|                |          |  | 72706        |      | JULY 2016 CODE ENF CITATION<br>PROCESSING   | 204.00          |
| <b>Total :</b> |          |  |              |      |   | <b>409.65</b>   |
| 206652         | 9/1/2016 | 000058 DEPARTMENT OF JUSTICE                 | 183826       |      | JULY 2016 POLICE BLOOD ALCOHOL<br>ANALYSIS  | 70.00           |
| <b>Total :</b> |          |  |              |      |   | <b>70.00</b>    |
| 206653         | 9/1/2016 | 000022 EDISON                                | 81716        |      | 7/15/16-8/15/16 ELECTRIC                    | 6,138.13        |
|                |          |  | 81816        |      | 7/19/16-8/17/16 WILDOMAR 31160 CK<br>LS3    | 13.05           |
|                |          |  | 82016        |      | 6/29/16-8/17/16 ELECTRIC                    | 872.12          |
| <b>Total :</b> |          |  |              |      |   | <b>7,023.30</b> |

Voucher List  
City of Wildomar

08/31/2016 10:28:37AM

Bank code : wf

| Voucher                               | Date     | Vendor                        | Invoice   | PO # | Description/Account                   | Amount                            |
|---------------------------------------|----------|-------------------------------|-----------|------|---------------------------------------|-----------------------------------|
| 206654                                | 9/1/2016 | 000793 JAMES R. RILEY, C.P.A. | 83016     |      | AUGUST 2016 - INTERIM FIN. DIR. SVCS. | 3,975.00                          |
|                                       |          |                               |           |      | <b>Total :</b>                        | <b>3,975.00</b>                   |
| 206655                                | 9/1/2016 | 000366 LAWYERS TITLE COMPANY  | 615673712 |      | DIF FIRE FACILITY                     | 2,425.00                          |
|                                       |          |                               |           |      | <b>Total :</b>                        | <b>2,425.00</b>                   |
| 206656                                | 9/1/2016 | 000018 ONTRAC                 | 8483230   |      | PROJECT RELATED SHIPPPING COSTS       | 71.80                             |
|                                       |          |                               |           |      | <b>Total :</b>                        | <b>71.80</b>                      |
| 206657                                | 9/1/2016 | 000215 THE PRESS-ENTERPRISE   | 10189574  |      | PUBLIC NOTICE - DISTRICT 4            | 120.00                            |
|                                       |          |                               | 10189578  |      | PUBLIC NOTICE - DISTRICT 2            | 117.60                            |
|                                       |          |                               | 10190461  |      | PUBLIC NOTICE - CEQA                  | 499.20                            |
|                                       |          |                               |           |      | <b>Total :</b>                        | <b>736.80</b>                     |
| <b>13 Vouchers for bank code : wf</b> |          |                               |           |      |                                       | <b>Bank total : 17,081.30</b>     |
| <b>13 Vouchers in this report</b>     |          |                               |           |      |                                       | <b>Total vouchers : 17,081.30</b> |

Voucher List  
City of Wildomar

09/08/2016 10:13:20AM

Bank code : wf

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| Voucher | Date     | Vendor | Invoice                              | PO #  | Description/Account                         | Amount |
|---------|----------|--------|--------------------------------------|-------|---|--------|
| 206667  | 9/8/2016 | 000046 | COUNTY OF RIVERSIDE, DEPT ENVIRONMEN | 82416 | 4/01/16-6/30/16 ENVIRONMENTAL<br>HEALTH - C | 609.84 |

Total : 609.84

1 Vouchers for bank code : wf

Bank total : 609.84

1 Vouchers in this report

Total vouchers : 609.84

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**Voucher List**  
City of Wildomar

09/08/2016 11:31:12AM

Bank code : wf

| Voucher        | Date     | Vendor  | Invoice    | PO # | Description/Account                      | Amount           |
|----------------|----------|---|------------|------|--|------------------|
| 206669         | 9/8/2016 | 000210 ALBERT A. WEBB ASSOCIATES              | 163529     |      | WILDOMAR LATERAL C-1 STORMDRAIN THRU 7/2 | 1,260.00         |
|                |          |   | 164012     |      | WILDOMAR LATERAL C-1 STORMDRAIN THRU 7/2 | 1,377.50         |
| <b>Total :</b> |          |   |            |      |  | <b>2,637.50</b>  |
| 206670         | 9/8/2016 | 000029 APPLEONE                               | 01-4189395 |      | RECEPTIONIST CONTRACTUAL P/E 8/27/16     | 805.60           |
| <b>Total :</b> |          |   |            |      |  | <b>805.60</b>    |
| 206671         | 9/8/2016 | 000554 AT & T                                 | 82816      |      | TELEPHONE LONG DISTANCE P/E 8/28/16      | 38.25            |
| <b>Total :</b> |          |   |            |      |  | <b>38.25</b>     |
| 206672         | 9/8/2016 | 000008 AT&T MOBILITY                          | X08282016  |      | COUNCIL MOBILE PHONE 7/21/16--8/20/16    | 114.81           |
| <b>Total :</b> |          |   |            |      |  | <b>114.81</b>    |
| 206673         | 9/8/2016 | 000080 BURKE, WILLIAMS AND SORENSON,, LLP     | 203976     |      | JULY 2016 LEGAL FEES                     | 44,845.80        |
| <b>Total :</b> |          |   |            |      |  | <b>44,845.80</b> |
| 206674         | 9/8/2016 | 000028 CALPERS                                | 90216      |      | 8/20/16-09/02/16 BENEFIT CONTRIBUTIONS   | 1,162.81         |
| <b>Total :</b> |          |   |            |      |  | <b>1,162.81</b>  |
| 206675         | 9/8/2016 | 000022 EDISON                                 | 82716A     |      | ELEC 7/28/16-8/28/16 BASEBALL FIELD      | 41.24            |
|                |          |   | 82716B     |      | ELEC 7/28/16-8/28/16 21400 PALOMAR STREE | 153.77           |
|                |          |   | 90216A     |      | ELEC 8/01/16-9/01/16 CSA 103 PALOMAR     | 37.92            |
|                |          |   | 90216B     |      | ELEC 8/01/16-9/01/16 CITY LAMPS          | 86.34            |
| <b>Total :</b> |          |   |            |      |  | <b>319.27</b>    |
| 206676         | 9/8/2016 | 000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF | 8167811    |      | 7/08/16-8/08/16 WATER - ZONE 52 LOC 01   | 109.55           |
|                |          |   | 8167812    |      | 7/08/16-8/08/16 WATER - ZONE 29 LOC 02   | 43.99            |
|                |          |   | 8167813    |      | 7/08/16-8/08/16 WATER - ZONE 71 LOC 01   | 171.37           |
|                |          |   | 8167814    |      | 7/08/16-8/08/16 WATER - MARNA OBRIEN     | 4,478.43         |

**Voucher List**  
City of Wildomar

09/08/2016 11:31:12AM

Bank code : wf

| Voucher | Date     | Vendor  | Invoice     | PO # | Description/Account                      | Amount          |
|---------|----------|---|-------------|------|--|-----------------|
| 206676  | 9/8/2016 | 000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF | (Continued) |      |  |                 |
|         |          |   | 8171693     |      | 7/11/16-8/11/16 WATER - ZONE 3 LOC 7 M1  | 104.89          |
|         |          |   | 8171694     |      | 7/11/16-8/11/16 WATER - HERITAGE PARK (A | 172.86          |
|         |          |   | 8175653     |      | 7/14/16-8/12/16 WATER - ZONE 3 LOC 25 M1 | 450.03          |
|         |          |   | 8175654     |      | 7/14/16-8/12/16 WATER - ZONE 3 LOC 25 M2 | 787.08          |
|         |          |   | 8175655     |      | 7/14/16-8/12/16 WATER - ZONE 3 LOC 24 M1 | 421.28          |
|         |          |   |             |      | <b>Total :</b>                           | <b>6,739.48</b> |
| 206677  | 9/8/2016 | 000642 ESA, ENVIRONMENTAL SCIENCE ASC         | 122714      |      | PROF SVCS - WILDOMAR WESTPARK PROM THRU  | 5,818.75        |
|         |          |   |             |      | <b>Total :</b>                           | <b>5,818.75</b> |
| 206678  | 9/8/2016 | 000973 FOLMAR, FELICIA D                      | 90916       |      | 8/27/16-9/09/16 ACCOUNTING CONTRACTUAL S | 2,400.00        |
|         |          |   |             |      | <b>Total :</b>                           | <b>2,400.00</b> |
| 206679  | 9/8/2016 | 000941 FRONTIER                               | 82216       |      | 8/22/16-9/21/16 FIOS INTERNET CHARGES    | 169.99          |
|         |          |   |             |      | <b>Total :</b>                           | <b>169.99</b>   |
| 206680  | 9/8/2016 | 000634 HEYDAY RECORDS AND EVENTS              | 90716       |      | CONCERT IN THE PARK 9/10/16              | 2,200.00        |
|         |          |   |             |      | <b>Total :</b>                           | <b>2,200.00</b> |
| 206681  | 9/8/2016 | 000304 JOE A. GONSALVES & SON                 | 155076      |      | SEPT 2016 CONTRACTUAL LEGISLATIVE ADVOCA | 3,000.00        |
|         |          |   |             |      | <b>Total :</b>                           | <b>3,000.00</b> |
| 206682  | 9/8/2016 | 000631 LABOR READY                            | 21303376    |      | 8/13/16 EVENT LABOR                      | 93.00           |
|         |          |   |             |      | <b>Total :</b>                           | <b>93.00</b>    |
| 206683  | 9/8/2016 | 000748 LSA ASSOCIATES, INC.                   | 147919      |      | PROF SVCS FOR WILDOMAR BAXTER VILLAGE EI | 2,186.09        |
|         |          |   |             |      | <b>Total :</b>                           | <b>2,186.09</b> |
| 206684  | 9/8/2016 | 000048 MURRIETA LOCK AND SAFE, INC.           | 7740        |      | ELECTRIC LOCK/KEYPAD LEVERSET INSTALL    | 738.80          |

**Voucher List**  
**City of Wildomar**

09/08/2016 11:31:12AM

Bank code : wf

| Voucher | Date     | Vendor                                      | Invoice                  | PO # | Description/Account  | Amount                                   |
|---------|----------|---|--------------------------|------|--|--|
| 206684  | 9/8/2016 | 000048 000048 MURRIETA LOCK AND SAFE, INC.  | (Continued)              |      |  | <b>Total : 738.80</b>                    |
| 206685  | 9/8/2016 | 000185 PITNEY BOWES                         | 1001672207<br>1001696520 |      | POSTAGE METER SUPPLIES 8/24/16<br>POSTAGE METER RENTAL<br>9/16/16-12/15/16         | 35.79<br>97.20<br><b>Total : 132.99</b>  |
| 206686  | 9/8/2016 | 000026 PROTECTION RESCUE SECURITY, SERVICES | 16-235-T                 |      | 8/1/16- 8/31/16 SECURITY SERVICE<br>PARKS  | 675.00<br><b>Total : 675.00</b>          |
| 206687  | 9/8/2016 | 000186 RIGHTWAY                             | 146451                   |      | 8/25/16-9/21/16 WINDSONG PARK  | 174.10<br><b>Total : 174.10</b>          |
| 206688  | 9/8/2016 | 000149 RIVERSIDE COUNTY EXECUTIVE, OFFICE   | 1617-01WIL               |      | JULY 2016 - SEPT 2016 ANIMAL<br>SHELTER SHE  | 49,128.81<br><b>Total : 49,128.81</b>    |
| 206689  | 9/8/2016 | 000790 SPARKLETTES                          | 82716                    |      | CITY HALL DRINKING WATER<br>THROUGH 8/27/16  | 40.81<br><b>Total : 40.81</b>            |
| 206690  | 9/8/2016 | 000919 STANTON, SHERRI                      | 9/9/2016                 |      | 8/27/16-9/09/16 ACCOUNTING<br>CONTRACTUAL S  | 3,600.00<br><b>Total : 3,600.00</b>      |
| 206691  | 9/8/2016 | 000215 THE PRESS-ENTERPRISE                 | 10191705                 |      | PUBLIC NOTICE - DISTRICT 2   | 127.20<br><b>Total : 127.20</b>          |
| 206692  | 9/8/2016 | 000215 THE PRESS-ENTERPRISE                 | 90116                    |      | 9/20/16-11/20/16 CITY HALL<br>NEWSPAPER SUB  | 55.22<br><b>Total : 55.22</b>            |
| 206693  | 9/8/2016 | 000749 VANTAGEPOINT TRANSFER AGENTS, 307207 | 102222833                |      | ICMA-RC REMITTANCE P/E 9/8/16  | 1,170.00<br><b>Total : 1,170.00</b>      |
| 206694  | 9/8/2016 | 000437 VERIZON WIRELESS                     | 9770774770<br>9770774771 |      | 8/23/16-9/22/16 DATA INTERNET<br>CHARGE<br>8/23/16-9/22/16 DATA INTERNET<br>CHARGE | 158.54<br>76.02<br><b>Total : 234.56</b> |

Voucher List  
City of Wildomar

09/08/2016 11:31:12AM

Bank code : wf

| Voucher                               | Date     | Vendor                              | Invoice | PO # | Description/Account                         | Amount                             |
|---------------------------------------|----------|-------------------------------------|---------|------|---|------------------------------------|
| 206695                                | 9/8/2016 | 000139 WILDOMAR CHAMBER OF COMMERCE | 735     |      | SEPT 2016 CHAMBER MTHLY<br>BREAKFAST        | 20.00                              |
| <b>Total :</b>                        |          |                                     |         |      |   | <b>20.00</b>                       |
| 206696                                | 9/8/2016 | 000757 WILMES, LLC                  | 1487    |      | WHEELCHAIR SWING INSPECTION -<br>MARNA OBRI | 360.00                             |
| <b>Total :</b>                        |          |                                     |         |      |   | <b>360.00</b>                      |
| <b>28 Vouchers for bank code : wf</b> |          |                                     |         |      |   | <b>Bank total : 128,988.84</b>     |
| <b>28 Vouchers in this report</b>     |          |                                     |         |      |   | <b>Total vouchers : 128,988.84</b> |

**Voucher List**  
City of Wildomar

09/08/2016 9:43:55AM

Bank code : wf

| Voucher        | Date     | Vendor                                     | Invoice        | PO # | Description/Account                         | Amount        |
|----------------|----------|--|----------------|------|---|---------------|
| 206658         | 9/8/2016 | 000006 WELLS FARGO PAYMENT REMITTANCE, CEN | 3153           |      | CITY COUNCIL MEETING                        | 86.38         |
|                |          |  | 42538          |      | DRIVE IN MOVIE SUPPLIES                     | 21.60         |
|                |          |  | 5629805        |      | FM TRANSMITTER FOR PARKS<br>EVENTS          | 105.99        |
|                |          |  | 6280376        |      | NON-DEPT DEPARTMENTAL SUPPLIES              | 50.39         |
|                |          |  | 68             | S    | RETURNED MERCHANDISE                        | -32.37        |
|                |          |  | 72316          |      | CITY COUNCIL DEPT SUPPLIES                  | 27.90         |
|                |          |  | 72516          |      | COMM. EVENT TABLE CLOTH                     | 16.00         |
|                |          |  | 81116A         |      | CITY COUNCIL LEAGUE OF CA CITIES<br>CONFERE | 525.00        |
|                |          |  | 81116B         |      | CITY MANAGER LEAGUE OF CA CITIES<br>CONFERE | 525.00        |
|                |          |  | 81116C         |      | CITY COUNCIL LEAGUE OF CA CITIES<br>CONFERE | 525.00        |
|                |          |  | 81316          |      | COMM SVC DEPT SUPPLIES                      | 47.48         |
|                |          |  | 81616          |      | CITY COUNCIL LEAGUE OF CA CITIES<br>CONFERE | 300.00        |
|                |          |  | 82398033       |      | BLDG & SAFETY ONLINE PAYMENT<br>PROCESSING  | 59.95         |
|                |          |  | 845342079      | S    | MERCHANDISE NEVER RECEIVED                  | -100.30       |
|                |          |  | 852235590      |      | RETURNED MERCHANDISE                        | -27.53        |
|                |          |  | 853181438      |      | DEPARTMENTAL SUPPLIES                       | 583.02        |
|                |          |  | 853208164      |      | BLDG DEPT. DEPARTMENTAL<br>SUPPLIES         | 266.18        |
|                |          |  | 857028746      |      | CEMETERY OFFICE SUPPLIES                    | 36.71         |
|                |          |  | 9211903        |      | DEPARTMENTAL SUPPLIES                       | 82.76         |
|                |          |  | <b>Total :</b> |      |   |               |
| 206659         | 9/8/2016 | 000006 WELLS FARGO PAYMENT REMITTANCE, CEN | 17             |      | NON-DEPARTMENTAL OFFICE<br>SUPPLIES         | 22.95         |
|                |          |  | 217            |      | NON-DEPARTMENTAL DEPT SUPPLIES              | 54.64         |
|                |          |  | 46             |      | NON-DEPARTMENTAL DEPT SUPPLIES              | 70.15         |
|                |          |  | IN16-13458     |      | NON-DEPARTMENTAL DEPT SUPPLIES              | 505.44        |
| <b>Total :</b> |          |  |                |      |   | <b>653.18</b> |
| 206660         | 9/8/2016 | 000006 WELLS FARGO PAYMENT REMITTANCE, CEN | 682828         |      | SUPPLIES FOR DRIVE IN NIGHT -<br>BASEBALL F | 10.05         |
|                |          |  | 6899           |      | CALPERS EDUCATIONAL FORUM OCT<br>2016       | 350.00        |

Voucher List  
City of Wildomar

09/08/2016 9:43:55AM

Bank code : wf

| Voucher                              | Date     | Vendor | Invoice   | PO # | Description/Account                          | Amount                           |
|--------------------------------------|----------|--------|---|------|--|----------------------------------|
| 206660                               | 9/8/2016 | 000006 | 000006 WELLS FARGO PAYMENT REMITTANCE, (Continued)      |      |  | <b>Total : 360.05</b>            |
| 206661                               | 9/8/2016 | 000006 | WELLS FARGO PAYMENT REMITTANCE, CEN` 080516             |      | FIRE STATION EXPENSES                        | 145.58                           |
|                                      |          |        |   |      |  | <b>Total : 145.58</b>            |
| 206662                               | 9/8/2016 | 000006 | WELLS FARGO PAYMENT REMITTANCE, CEN` 9100718<br>9109370 |      | GAS - LAWN EQUIPMENT<br>GAS - LAWN EQUIPMENT | 51.00<br>56.00                   |
|                                      |          |        |   |      |  | <b>Total : 107.00</b>            |
| 206663                               | 9/8/2016 | 000006 | WELLS FARGO PAYMENT REMITTANCE, CEN` 401630             |      | ADMIN OFFICE SUPPLIES                        | 26.02                            |
|                                      |          |        |   |      |  | <b>Total : 26.02</b>             |
| 206664                               | 9/8/2016 | 000006 | WELLS FARGO PAYMENT REMITTANCE, CEN` 1366890            |      | PLANNING COMM. OFFICE SUPPLIES               | 24.28                            |
|                                      |          |        |   |      |  | <b>Total : 24.28</b>             |
| 206665                               | 9/8/2016 | 000006 | WELLS FARGO PAYMENT REMITTANCE, CEN` 682824             |      | SUPPLIES FOR DRIVE IN NIGHT -<br>BASEBALL F  | 15.61                            |
|                                      |          |        |   |      |  | <b>Total : 15.61</b>             |
| 206666                               | 9/8/2016 | 000006 | WELLS FARGO PAYMENT REMITTANCE, CEN` 80316              |      | PARKING FOR BIA PRESENTATION                 | 4.00                             |
|                                      |          |        |   |      |  | <b>Total : 4.00</b>              |
| <b>9 Vouchers for bank code : wf</b> |          |        |   |      |  | <b>Bank total : 4,434.88</b>     |
| <b>9 Vouchers in this report</b>     |          |        |   |      |  | <b>Total vouchers : 4,434.88</b> |

Voucher List  
City of Wildomar

09/13/2016 10:11:22AM

Bank code : wf

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| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u>             | <u>Amount</u> |
|----------------|-------------|---------------|----------------|-------------|--|---------------|
| 206697         | 9/13/2016   | 000242 SWRCB  | 91216          |             | LATERAL C-1, CIP030 SWPPP<br>SUBMITTAL | 440.00        |

Total : 440.00

1 Vouchers for bank code : wf

Bank total : 440.00

1 Vouchers in this report

Total vouchers : 440.00

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Voucher List  
City of Wildomar

09/15/2016 9:25:47AM

Bank code : wf

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| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u>                   | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u>      | <u>Amount</u> |
|----------------|-------------|---------------------------------|----------------|-------------|---------------------------------|---------------|
| 206703         | 9/15/2016   | 000958 MICON CONSTRUCTION, INC. | 7791-01B       |             | MARNA O'BRIEN PARK IMPROVEMENTS | 1,578.69      |

Total : 1,578.69

1 Vouchers for bank code : wf

Bank total : 1,578.69

1 Vouchers in this report

Total vouchers : 1,578.69

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**Voucher List**  
City of Wildomar

09/15/2016 10:04:35AM

Bank code : wf

| Voucher        | Date      | Vendor                                      | Invoice   | PO # | Description/Account  | Amount   |
|----------------|-----------|---|---|------|--|--|
| 206704         | 9/15/2016 | 000033 AMERICAN FORENSIC NURSES             | 68210<br>68311  |      | BLOOD DRAW (1)<br>BLOOD DRAW (3)   | 40.00<br>120.00  |
| <b>Total :</b> |           |   |   |      |  | <b>160.00</b>  |
| 206705         | 9/15/2016 | 000029 APPLEONE                             | 01-4196319  |      | RECEPTIONIST CONTRACTUAL P/E<br>9/03/16  | 805.60   |
| <b>Total :</b> |           |   |   |      |  | <b>805.60</b>  |
| 206706         | 9/15/2016 | 000600 APPLIED PLANNING INC                 | 016-0277  |      | AUGUST 2016 BUNDY CANYON<br>LUXURY APT PROJ  | 10,932.62  |
| <b>Total :</b> |           |   |   |      |  | <b>10,932.62</b>   |
| 206707         | 9/15/2016 | 000034 BIO-TOX LABORATORIES                 | 32671   |      | RC SHERIFF - LAB SERVICES  | 39.00  |
| <b>Total :</b> |           |   |   |      |  | <b>39.00</b>   |
| 206708         | 9/15/2016 | 000779 CASC ENGINEERING & CONSULTING        | 36191   |      | PROF SVC THROUGH 8/31/16   | 2,660.00   |
| <b>Total :</b> |           |   |   |      |  | <b>2,660.00</b>  |
| 206709         | 9/15/2016 | 000976 CITY OF LAKE ELSINORE                | 91216   |      | REIMBURSEMENT FOR SGT. TRAINING  | 658.14   |
| <b>Total :</b> |           |   |   |      |  | <b>658.14</b>  |
| 206710         | 9/15/2016 | 000785 CORELOGIC SOLUTIONS, LLC             | 81723047  |      | AUGUST 2016 CODE ENFORCEMENT<br>SOFTWARE   | 180.00   |
| <b>Total :</b> |           |   |   |      |  | <b>180.00</b>  |
| 206711         | 9/15/2016 | 000082 DEPARTMENT OF CONSERVATION, DIVISION | 90816   |      | AUGUST 2016 KANGAROO RAT FEE   | 250.00   |
| <b>Total :</b> |           |   |   |      |  | <b>250.00</b>  |
| 206712         | 9/15/2016 | 000022 EDISON                               | 90716A<br>90716B<br>90716C<br>90716D<br>90716E<br>90716F<br>90816 |      | 8/1/16-9/1/16 ELECTRIC - WILDOMAR<br>CITY L<br>8/1/16-9/1/16 ELECTRIC - WILDOMAR<br>CITY L<br>8/1/16-9/1/16 ELECTRIC - WILDOMAR<br>CITY L<br>8/1/16-9/1/16 ELECTRIC - CSA 22<br>7/14/16-9/1/16 ELECTRIC - CSA 103<br>8/1/16-9/1/16 ELECTRIC - CITY LAMPS<br>8/1/16-9/1/16 ELECTRIC - CSA 142 | 26.55<br>186.48<br>52.42<br>2,819.50<br>12,580.07<br>12.33<br>1,821.92 |
| <b>Total :</b> |           |   |   |      |  | <b>17,499.27</b>   |

**Voucher List**  
**City of Wildomar**

09/15/2016 10:04:35AM

Bank code : wf

| Voucher        | Date      | Vendor                                       | Invoice | PO # | Description/Account                         | Amount          |
|----------------|-----------|--|---------|------|---|-----------------|
| 206713         | 9/15/2016 | 000012 ELSINORE VALLEY MUNICIPAL, WATER DIST | 8179014 |      | 7/15/16-8/15/16 WATER - ZONE 42 LOC<br>1 M1 | 460.10          |
|                |           |  | 8179015 |      | 7/15/16-8/15/16 WATER - ZONE 42 LOC<br>3 M3 | 151.40          |
|                |           |  | 8179016 |      | 7/15/16-8/15/16 WATER - ZONE 42 LOC<br>2 M2 | 151.40          |
|                |           |  | 8182437 |      | 7/18/16-8/18/16 WATER - ZONE 3 LOC<br>23 M1 | 455.42          |
|                |           |  | 8182438 |      | 7/18/16-8/18/16 WATER - ZONE 30 LOC<br>2    | 120.63          |
|                |           |  | 8182439 |      | 7/18/16-8/18/16 WATER - ZONE 3 LOC<br>49 M1 | 89.26           |
|                |           |  | 8182440 |      | 7/18/16-8/18/16 WATER - ZONE 51 LOC<br>1    | 131.19          |
|                |           |  | 8182441 |      | 7/18/16-8/18/16 WATER - BASEBALL<br>FIELD   | 595.78          |
|                |           |  | 8182442 |      | 7/18/16-8/18/16 WATER - WINDSONG<br>PARK    | 733.50          |
|                |           |  | 8182443 |      | 7/18/16-8/18/16 WATER - ZONE 3 LOC<br>29 M1 | 790.83          |
|                |           |  | 8182444 |      | 7/18/16-8/18/16 WATER - ZONE 3 LOC<br>29 M2 | 154.98          |
|                |           |  | 8182445 |      | 7/18/16-8/18/16 WATER - ZONE 30 LOC<br>1    | 250.18          |
|                |           |  | 8182446 |      | 7/18/16-8/18/16 WATER - ZONE 3 LOC<br>42 &  | 246.35          |
|                |           |  | 8182447 |      | 7/18/16-8/18/16 WATER - 24450 1/2<br>CERVER | 245.27          |
|                |           |  | 8182448 |      | 7/18/16-8/18/16 WATER - 24450<br>CERVERA    | 463.88          |
|                |           |  | 8182449 |      | 7/18/16-8/18/16 WATER - ZONE 62,<br>22933   | 258.27          |
|                |           |  | 8182450 |      | 7/18/16-8/18/16 WATER - ZONE 67,<br>ARNNET  | 108.54          |
|                |           |  | 8185811 |      | 7/21/16-8/19/16 WATER - ZONE 3 LOC<br>35 M1 | 167.00          |
| <b>Total :</b> |           |  |         |      |   | <b>5,573.98</b> |
| 206714         | 9/15/2016 | 000016 INNOVATIVE DOCUMENT SOLUTIONS         | 172629  |      | 8/1/16-8/31/16 CONTRACT COPIER<br>SERVICES  | 659.81          |
| <b>Total :</b> |           |  |         |      |   | <b>659.81</b>   |

Voucher List  
City of Wildomar

09/15/2016 10:04:35AM

Bank code : wf

| Voucher                               | Date      | Vendor                               | Invoice | PO # | Description/Account               | Amount                             |
|---------------------------------------|-----------|--------------------------------------|---------|------|-----------------------------------|------------------------------------|
| 206715                                | 9/15/2016 | 000991 ROSE CITY LABEL               | 135403  |      | LABELS (SHERIFF)                  | 154.00                             |
| <b>Total :</b>                        |           |                                      |         |      |                                   | <b>154.00</b>                      |
| 206716                                | 9/15/2016 | 000131 WESTERN RIVERSIDE COUNTY, RCA | 90816   |      | AUGUST 2016 MSHCP MITIGATION FEES | 17,928.00                          |
| <b>Total :</b>                        |           |                                      |         |      |                                   | <b>17,928.00</b>                   |
| 206717                                | 9/15/2016 | 000055 WRCOG                         | 90816   |      | AUGUST 2016 TUMF FEES             | 79,857.00                          |
| <b>Total :</b>                        |           |                                      |         |      |                                   | <b>79,857.00</b>                   |
| <b>14 Vouchers for bank code : wf</b> |           |                                      |         |      |                                   | <b>Bank total : 137,357.42</b>     |
| <b>14 Vouchers in this report</b>     |           |                                      |         |      |                                   | <b>Total vouchers : 137,357.42</b> |

Voucher List  
City of Wildomar

09/21/2016 12:15:20PM

Bank code : wf

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| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u>                 | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u>                  | <u>Amount</u> |
|----------------|-------------|-------------------------------|----------------|-------------|---|---------------|
| 206718         | 9/22/2016   | 000283 RIVERSIDE COUNTY CLERK | 92016          |             | FILING FEE - CEQA CIP0037 GRAND<br>AVE MULT | 50.00         |

Total : 50.00

1 Vouchers for bank code : wf

Bank total : 50.00

1 Vouchers in this report

Total vouchers : 50.00

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Voucher List  
City of Wildomar

09/22/2016 9:00:34AM

Bank code : wf

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| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u>                  | <u>Amount</u> |
|----------------|-------------|---------------|----------------|-------------|---|---------------|
| 206719         | 9/22/2016   | 000005 PARSAC | 17-179         |             | ADD'L WORKER'S COMP & LIABILITY FY<br>15/16 | 31,174.00     |

Total : 31,174.00

1 Vouchers for bank code : wf

Bank total : 31,174.00

1 Vouchers in this report

Total vouchers : 31,174.00

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Voucher List  
City of Wildomar

09/22/2016 11:36:55AM

Bank code : wf

| Voucher | Date      | Vendor                                      | Invoice          | PO # | Description/Account   | Amount               |
|---------|-----------|---|------------------|------|---|----------------------|
| 206727  | 9/22/2016 | 000031 AFLAC, REMITTANCE PROCESSING, CENTER | 932372           |      | SEPT 2016 MEDICAL INSURANCE BENEFIT   | 1,425.12             |
|         |           |   |                  |      | <b>Total :</b>  | <b>1,425.12</b>      |
| 206728  | 9/22/2016 | 000007 ANIMAL FRIENDS OF THE VALLEY,, INC.  | JULY 2016        |      | JULY 2016 ANIMAL CONTROL SERVICE  | 5,600.00             |
|         |           |   |                  |      | <b>Total :</b>  | <b>5,600.00</b>      |
| 206729  | 9/22/2016 | 000029 APPLEONE                             | 01-4204825       |      | RECEPTIONIST CONTRACTUAL P/E 9/10/16  | 800.20               |
|         |           |   |                  |      | <b>Total :</b>  | <b>800.20</b>        |
| 206730  | 9/22/2016 | 000760 ARMADA ADMINISTRATORS                | 59528<br>61011   |      | SEPT 2016 HEALTH PREMIUM<br>OCT 2016 HEALTH PREMIUM                               | 2,747.00<br>2,747.00 |
|         |           |   |                  |      | <b>Total :</b>  | <b>5,494.00</b>      |
| 206731  | 9/22/2016 | 000028 CALPERS                              | 91616<br>91616   |      | 9/03/16-9/16/16 BENEFIT CONTRIBUTIONS<br>CREDIT ON CALPERS ACCOUNT - 9/03/16-9/16 | 6,756.36<br>-103.15  |
|         |           |   |                  |      | <b>Total :</b>  | <b>6,653.21</b>      |
| 206732  | 9/22/2016 | 000952 CONSOLIDATED CLEANING SYSTEMS        | 990<br>991       |      | AUGUST 2016 CONTRACTUAL SVC<br>AUGUST 2016 CONTRACTUAL SVC - EXTRA SUPP           | 3,824.53<br>104.44   |
|         |           |   |                  |      | <b>Total :</b>  | <b>3,928.97</b>      |
| 206733  | 9/22/2016 | 000011 CR&R INC.                            | 290250<br>290284 |      | 8/18/16 DUMP 40 YD BOX & DISPOSAL FEE (T)<br>9/1/16 4 YD BOX - BASEBALL FIELD     | 619.26<br>147.03     |
|         |           |   |                  |      | <b>Total :</b>  | <b>766.29</b>        |
| 206734  | 9/22/2016 | 000027 DIRECT TV                            | 29462380001      |      | 9/12/16-10/11/16 CABLE SERVICE - CITY HA  | 115.98               |
|         |           |   |                  |      | <b>Total :</b>  | <b>115.98</b>        |
| 206735  | 9/22/2016 | 000973 FOLMAR, FELICIA D                    | 7                |      | 9/10/16-9/23/16 ACCOUNTING CONTRACTUAL S  | 2,400.00             |
|         |           |   |                  |      | <b>Total :</b>  | <b>2,400.00</b>      |
| 206736  | 9/22/2016 | 000941 FRONTIER                             | 90116A           |      | 9/1/16-9/30/16 TELEPHONE CHARGES  | 47.03                |

**Voucher List**  
City of Wildomar

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| Voucher | Date      | Vendor                                | Invoice               | PO #    | Description/Account                      | Amount          |
|---------|-----------|---------------------------------------|-----------------------|---------|--|-----------------|
| 206736  | 9/22/2016 | 000941 FRONTIER                       | (Continued)<br>90116B |         | 9/1/16-9/30/16 OFFICE TELEPHONE CHARGES  | 371.64          |
|         |           |                                       | 90716                 |         | 9/7/16-10/6/16 TELEPHONE CHARGES         | 47.03           |
|         |           |                                       |                       |         | <b>Total :</b>                           | <b>465.70</b>   |
| 206737  | 9/22/2016 | 000876 GATES SOUND                    | 16-792                | 0000151 | A/V TECH SUPPORT FOR 6 CITY COUNCIL MEET | 300.00          |
|         |           |                                       |                       |         | <b>Total :</b>                           | <b>300.00</b>   |
| 206738  | 9/22/2016 | 000685 GREAT AMERICA FINANCIAL SERVIC | 19391442              |         | SEPT 2016 - 2 CANON COPIER SYSTEMS       | 405.01          |
|         |           |                                       |                       |         | <b>Total :</b>                           | <b>405.01</b>   |
| 206739  | 9/22/2016 | 000024 GUARDIAN                       | 91516                 |         | OCTOBER 2016 DENTAL & VISION BENEFITS    | 2,102.91        |
|         |           |                                       |                       |         | <b>Total :</b>                           | <b>2,102.91</b> |
| 206740  | 9/22/2016 | 000631 LABOR READY                    | 21347591              |         | 8/27/16 ASTRONOMY NIGHT EVENT LABOR      | 74.40           |
|         |           |                                       | 21347592              |         | 8/27/16 STORAGE @BUNDY CANYON            | 297.60          |
|         |           |                                       |                       |         | <b>Total :</b>                           | <b>372.00</b>   |
| 206741  | 9/22/2016 | 000913 NATIONAL NOTARY ASSOCIATION    | 92016                 |         | ERRORS & OMISSIONS INSURANCE #160310833  | 33.00           |
|         |           |                                       |                       |         | <b>Total :</b>                           | <b>33.00</b>    |
| 206742  | 9/22/2016 | 000018 ONTRAC                         | 8493972               |         | SHIPPING COSTS                           | 21.54           |
|         |           |                                       |                       |         | <b>Total :</b>                           | <b>21.54</b>    |
| 206743  | 9/22/2016 | 000185 PITNEY BOWES                   | 90616                 |         | POSTAGE METER REFILL 8/18/16             | 503.50          |
|         |           |                                       |                       |         | <b>Total :</b>                           | <b>503.50</b>   |
| 206744  | 9/22/2016 | 000526 PRINT POSTAL                   | 13045                 |         | CALENDARS (1000)                         | 3,554.10        |
|         |           |                                       |                       |         | <b>Total :</b>                           | <b>3,554.10</b> |
| 206745  | 9/22/2016 | 000461 QUALITY CODE PUBLISHING LLC    | 2016-326              |         | SUPPLEMENT SVC TO MUNICIPAL CODE         | 2,292.33        |
|         |           |                                       |                       |         | <b>Total :</b>                           | <b>2,292.33</b> |
| 206746  | 9/22/2016 | 000051 RCHCA                          | 90816                 |         | AUGUST 2016 KANGAROO RAT FEE             | 250.00          |

Voucher List  
City of Wildomar

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Bank code : wf

| Voucher                               | Date      | Vendor                                       | Invoice      | PO # | Description/Account                      | Amount                             |
|---------------------------------------|-----------|--|--------------|------|--|------------------------------------|
| 206746                                | 9/22/2016 | 000051 000051 RCHCA                          |              |      | (Continued)                              | <b>Total : 250.00</b>              |
| 206747                                | 9/22/2016 | 000047 RIVERSIDE COUNTY, SHERIFF'S DEPARTMEN | SH0000029004 |      | JULY 2016 CONTRACT LAW ENFORCEMENT       | 142,838.34                         |
|                                       |           |  |              |      |  | <b>Total : 142,838.34</b>          |
| 206748                                | 9/22/2016 | 000464 SOUTHWEST HEALTHCARE SYSTEM, FINANC   | WI016        |      | POLICE DEPT EXAM 8/27/16 CASE #WI1624000 | 900.00                             |
|                                       |           |  |              |      |  | <b>Total : 900.00</b>              |
| 206749                                | 9/22/2016 | 000919 STANTON, SHERRI                       | 9/23/2016    |      | 9/10/16-9/23/16 ACCOUNTING CONTRACTUAL S | 3,600.00                           |
|                                       |           |  |              |      |  | <b>Total : 3,600.00</b>            |
| 206750                                | 9/22/2016 | 000476 THE PIN CENTER                        | 916048       |      | CITY LOGO LAPEL PINS                     | 499.15                             |
|                                       |           |  |              |      |  | <b>Total : 499.15</b>              |
| 206751                                | 9/22/2016 | 000749 VANTAGEPOINT TRANSFER AGENTS, 307207  | 102231008    |      | ICMA-RC REMITTANCE                       | 930.00                             |
|                                       |           |  |              |      |  | <b>Total : 930.00</b>              |
| <b>25 Vouchers for bank code : wf</b> |           |  |              |      |  | <b>Bank total : 186,251.35</b>     |
| <b>25 Vouchers in this report</b>     |           |  |              |      |  | <b>Total vouchers : 186,251.35</b> |

**Voucher List**  
City of Wildomar

Bank code : wf

| Voucher        | Date      | Vendor                              | Invoice      | PO # | Description/Account                         | Amount           |
|----------------|-----------|-------------------------------------|--------------|------|---|------------------|
| 206755         | 9/29/2016 | 000312 ADAME LANDSCAPE, INC.        | 67189        |      | SEPT 2016 MONTHLY LANDSCAPE<br>MAINT CSA103 | 250.00           |
| <b>Total :</b> |           |                                     |              |      |   | <b>250.00</b>    |
| 206756         | 9/29/2016 | 000458 AMERICAN FENCE COMPANY, INC. | 1943972      |      | 9/21/16-10/20/16 INTALL/REMVE 448 FT<br>FEN | 134.40           |
|                |           |                                     | 1943974      |      | 9/21/16-10/20/16 INTALL/REMVE 154 FT<br>FEN | 75.00            |
| <b>Total :</b> |           |                                     |              |      |   | <b>209.40</b>    |
| 206757         | 9/29/2016 | 000029 APPLEONE                     | 01-4212979   |      | RECEPTIONIST CONTRACTUAL P/E<br>9/17/16     | 805.60           |
| <b>Total :</b> |           |                                     |              |      |   | <b>805.60</b>    |
| 206758         | 9/29/2016 | 000008 AT&T MOBILITY                | X09202016    |      | 9/13/16-10/12/16 COUNCIL MOBILE<br>PHONE    | 80.91            |
| <b>Total :</b> |           |                                     |              |      |   | <b>80.91</b>     |
| 206759         | 9/29/2016 | 000028 CALPERS                      | 2121         |      | OCT 2016 MEDICAL PREMIUM                    | 13,851.10        |
| <b>Total :</b> |           |                                     |              |      |   | <b>13,851.10</b> |
| 206760         | 9/29/2016 | 000035 COUNTY OF RIVERSIDE, TLMA    | TL0000012745 |      | AUGUST 2016 SLF COSTS FY 17                 | 1,551.42         |
| <b>Total :</b> |           |                                     |              |      |   | <b>1,551.42</b>  |
| 206761         | 9/29/2016 | 000002 CRYSTAL CLEAN MAINTENANCE    | 903E         |      | SEPT 2016 JANITORIAL SERVICES -<br>CITY HAL | 998.00           |
| <b>Total :</b> |           |                                     |              |      |   | <b>998.00</b>    |
| 206762         | 9/29/2016 | 000037 DATA TICKET, INC.            | 73207        |      | AUGUST 2016 DAILY CITE<br>PROCESSING        | 206.00           |
|                |           |                                     | 73612        |      | AUGUST 2016 CODE ENFORCEMENT<br>CITATION PR | 602.00           |
| <b>Total :</b> |           |                                     |              |      |   | <b>808.00</b>    |
| 206763         | 9/29/2016 | 000022 EDISON                       | 91616        |      | 8/15/16-9/14/16 ELECTRIC                    | 4,484.46         |
|                |           |                                     | 91716        |      | 8/17/16-9/16/16 ELECTRIC WILDOMAR<br>31160  | 12.95            |
| <b>Total :</b> |           |                                     |              |      |   | <b>4,497.41</b>  |
| 206764         | 9/29/2016 | 000941 FRONTIER                     | 92216        |      | 9/22/16-10/21/16 FIOS INTERNET<br>CHARGES   | 169.99           |

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Bank code : wf

| Voucher | Date      | Vendor | Invoice                        | PO #       | Description/Account                      | Amount            |
|---------|-----------|--------|--------------------------------|------------|--|-------------------|
| 206764  | 9/29/2016 | 000941 | 000941 FRONTIER                |            | (Continued)                              | Total : 169.99    |
| 206765  | 9/29/2016 | 000499 | INLAND EMPIRE LANDSCAPE INC    | 9400       | AUGUST 2016 LANDSCAPE MAINTENANCE        | 8,940.80          |
|         |           |        |                                |            |  | Total : 8,940.80  |
| 206766  | 9/29/2016 | 000631 | LABOR READY                    | 21407224   | 9/10/16 CONCERT IN THE PARK LABOR        | 79.05             |
|         |           |        |                                | 21407225   | 9/14/16 STORAGE @ CITY HALL LABOR        | 130.20            |
|         |           |        |                                |            |  | Total : 209.25    |
| 206767  | 9/29/2016 | 000986 | LANDARQ, INC.                  | 16-2396    | AUGUST 2016 LANDSCAPE PLAN CHECK/INSPECT | 425.00            |
|         |           |        |                                | 16-2397    | AUGUST 2016 LANDSCAPE PLAN CHECK/INSPECT | 150.00            |
|         |           |        |                                | 16-2398    | AUGUST 2016 LANDSCAPE PLAN CHECK/INSPECT | 350.00            |
|         |           |        |                                | 16-2399    | AUGUST 2016 LANDSCAPE PLAN CHECK/INSPECT | 500.00            |
|         |           |        |                                | 16-2400    | AUGUST 2016 LANDSCAPE PLAN CHECK/INSPECT | 250.00            |
|         |           |        |                                |            |  | Total : 1,675.00  |
| 206768  | 9/29/2016 | 000018 | ONTRAC                         | 8502865    | PROJECT RELATED SHIPPING COSTS           | 50.26             |
|         |           |        |                                |            |  | Total : 50.26     |
| 206769  | 9/29/2016 | 000778 | PARSONS TRANSPORTATION GRP INC | 1608B531   | 6/25/16-7/29/16 PROF SVC AGREEMENT FOR T | 6,414.03          |
|         |           |        |                                | 1609A741   | 7/30/16-8/26/16 PROF SVC AGREEMENT FOR T | 3,074.13          |
|         |           |        |                                |            |  | Total : 9,488.16  |
| 206770  | 9/29/2016 | 000042 | PV MAINTENANCE, INC.           | 005-185    | AUGUST 2016 CITYWIDE CONTRACTUAL SVCS    | 82,535.69         |
|         |           |        |                                |            |  | Total : 82,535.69 |
| 206771  | 9/29/2016 | 000529 | SIEMENS INDUSTRY, INC          | 5610017213 | AUGUST 2016 SIGNAL MAINTENANCE           | 1,576.40          |
|         |           |        |                                | 5620013610 | AUGUST 2016 TRAFFIC SIGNAL RESPONSE CALL | 359.53            |
|         |           |        |                                | 5620013630 | AUGUST 2016 CORYDON ST/MISSION TRAIL     | 841.47            |
|         |           |        |                                |            |  | Total : 2,777.40  |

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09/29/2016 10:00:13AM

Bank code : wf

| Voucher                               | Date      | Vendor                                  | Invoice      | PO # | Description/Account                         | Amount                             |
|---------------------------------------|-----------|---|--------------|------|---|------------------------------------|
| 206772                                | 9/29/2016 | 000215 THE PRESS-ENTERPRISE             | 10191708     |      | PUBLIC NOTICE - WASTE<br>MANAGEMENT FEE     | 43.20                              |
|                                       |           |   | 10194317     |      | PUBLIC NOTICE - CDBG FY 17/18               | 26.40                              |
|                                       |           |   | 10195261     |      | PUBLIC NOTICE - CFD 2013-1 ANNEX            | 76.80                              |
|                                       |           |   | 10199560     |      | PUBLIC NOTICE - MND MCVICAR<br>RESIDENTIAL  | 175.20                             |
| <b>Total :</b>                        |           |   |              |      |   | <b>321.60</b>                      |
| 206773                                | 9/29/2016 | 000475 THE SAN DIEGO UNION-TRIBUNE, LLC | SDTM14420037 |      | PUBLIC NOTICE - RFP-ON CALL<br>ASSESS ENGIN | 254.18                             |
| <b>Total :</b>                        |           |   |              |      |   | <b>254.18</b>                      |
| <b>19 Vouchers for bank code : wf</b> |           |   |              |      |   | <b>Bank total : 129,474.17</b>     |
| <b>19 Vouchers in this report</b>     |           |   |              |      |   | <b>Total vouchers : 129,474.17</b> |

City of Wildomar  
Payroll Warrant Register  
10/1/2016

| <u>ACH Date</u> | <u>Payee</u>   | <u>Description</u>    | <u>Amount</u>                  |
|-----------------|----------------|-----------------------|--------------------------------|
| 9/8/2016        | Payroll People | 08/20/2016-09/02/2016 | 37,077.90                      |
| 9/22/2016       | Payroll People | 09/03/2016-09/16/2016 | 36,999.92                      |
| 9/30/2016       | Payroll People | 9/1/2016-09/30/2016   | 1,194.10                       |
|                 |                | <b>TOTAL</b>          | <b><u><u>75,271.92</u></u></b> |

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.4**  
**CONSENT CALENDAR**  
**Meeting Date: October 12, 2016**

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**TO:** Mayor and City Council Members  
**FROM:** James Riley, Finance Director  
**PREPARED BY:** Terry Rhodes, Accounting Manager  
**SUBJECT:** Treasurer's Report

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the Treasurer's Report for August, 2016.

**DISCUSSION:**

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

**FISCAL IMPACT:**

None.

Submitted by:  
James Riley  
Finance Director

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

Treasurer's Report  
Daily Cash Balance

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

CITY CASH

| ACCOUNT | INSTITUTION | BEGINNING<br>BALANCE | +<br>DEPOSITS   | (-)<br>WITHDRAWALS | ENDING<br>BALANCE | RATE   |
|---------|-------------|----------------------|-----------------|--------------------|-------------------|--------|
| All     | WELLS FARGO | \$ 5,867,533.77      | \$ 1,162,819.53 | \$ (1,728,678.08)  | \$ 5,301,675.22   | 0.000% |
|         | TOTAL       | \$ 5,867,533.77      | \$ 1,162,819.53 | \$ (1,728,678.08)  | \$ 5,301,675.22   |        |

CITY INVESTMENT

| ISSUER                       | BOOK VALUE      | FACE VALUE      | MARKET VALUE    | PERCENT<br>OF<br>PORTFOLIO | DAYS<br>TO MAT. | STATED<br>RATE |
|------------------------------|-----------------|-----------------|-----------------|----------------------------|-----------------|----------------|
| LOCAL AGENCY INVESTMENT FUND | \$ 1,556,496.72 | \$ 1,556,496.72 | \$ 1,556,496.72 | 100.00%                    | 0               | 0.614%         |
| TOTAL                        | \$ 1,556,496.72 | \$ 1,556,496.72 | \$ 1,556,496.72 | 100.00%                    |                 |                |

- TOTAL CASH AND INVESTMENT \$ 6,858,171.94

CITY INVESTMENT (Continued)

| ISSUER                        | BEGINNING<br>BALANCE | +<br>DEPOSITS/<br>PURCHASES | (-)<br>WITHDRAWALS/<br>SALES/<br>MATURITIES | ENDING<br>BALANCE | STATED<br>RATE |
|-------------------------------|----------------------|-----------------------------|---|-------------------|----------------|
| LOCAL AGENCY INVESTMENT FUNDS | \$ 1,556,496.72      | \$ 0.00                     | \$ 0.00                                     | \$ 1,556,496.72   | 0.614%         |
| TOTAL                         | \$ 1,556,496.72      | \$ 0.00                     | \$ 0.00                                     | \$ 1,556,496.72   |                |

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

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

*James Riley*

10/5/2016

James Riley  
 Finance Director

Date

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.5**  
**CONSENT CALENDAR**  
**Meeting Date: October 12, 2016**

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**TO:** Mayor and City Council Members

**FROM:** Debbie A. Lee, City Clerk

**SUBJECT:** Declare Scheduled Vacancies on the Planning Commission (Mayor Moore and Councilman Cashman appointees)

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council:

1. Declare two vacancies on the Planning Commission (currently held by John Lloyd (Moore) and Sidney York (Cashman)); and
2. Direct the City Clerk to advertise the scheduled vacancies, starting October 13, 2016, and receive applications for a period of 30 calendar days (October 13 – November 14).

**DISCUSSION:**

Section 24.030 of the City's Municipal Code reads:

“24.030 Term of office.

A. Terms of members of the Commission shall run concurrently with the term of office of the City Councilmember who appointed the Commission member and shall expire 60 days after the end of the appointing Councilmember's term of office or the vacancy is filled, whichever comes first.

B. There is no limit as to the number of times that a Commission member may be appointed.”

We have one City Council seat in District 2 that will be voted on at the November 8, 2016 election. This seat is currently held by Councilman Cashman, who did not seek re-election. Since the Planning Commissioner terms run concurrent with the appointing Council Member terms, the appointee of Councilman Cashman will also have his term expire. This seat is currently held by Sidney York.

Additionally, in District 4, Bridgette Moore was appointed to the City Council and the election in that District cancelled as she was the only candidate in that District. Her current term will end when the City Council adopts the Resolution certifying the election.

She will then be sworn in for her new term. If she chooses to do so, she could change her current appointee to the Planning Commission, John Lloyd. At that time it would be appropriate for her to either reconfirm her appointee or appoint someone else.

By declaring the vacancies now, the City Clerk can take applications for a period of 30 calendar days. In this case the open filing period will be October 13 – November 14. By the end of the period the election will have taken place and the City will know who the other Council Member-Elect will be. Additionally, the Commissioners currently holding the seats that will be up for appointment must submit an application to receive consideration for continued service on the Commission.

As a reminder, the Planning Commission is **NOT** appointed by Districts. All Planning Commissioners are selected At-Large. This means that the appointing Council Member does not have to choose a Planning Commissioner from their District, the candidate can be from anywhere in the City.

All applications received will be forwarded to the Council Member-Elects and this will give them time to interview potential candidates for the appointments. They will also be given to each Council Member as the entire Council must ratify the appointees. It is anticipated that the appointments will be made at the City Council's regular meeting of December 14, 2016.

**FISCAL IMPACT:**

Minimal cost for advertising.

Submitted by:  
Debbie A. Lee, CMC  
City Clerk

Approved by:  
Gary Nordquist  
City Manager

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #1.6**  
**CONSENT CALENDAR**  
**Meeting Date: October 12, 2016**

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**TO:** Mayor and City Council Members

**FROM:** Dan York, Assistant City Manager

**SUBJECT:** First Amendment to Design Professional Services Agreement with Parsons Transportation Group for Bundy Canyon Road

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to execute the First Amendment to the Design Professional Services Agreement with Parsons Transportation Group, Inc for Engineering Services for Bundy Canyon Road Improvement Project.

**BACKGROUND:**

The City and Parsons Transportation Group, Inc. entered into an agreement for design professional services on September 10, 2014, to design and prepare plans, specifications and estimates for the improvement and widening of Bundy Canyon to four lanes from Cherry to the easterly city limits. The design was based on the County's preliminary design within a 110' wide right of way.

The City's circulation element identifies Bundy Canyon as a six lane Urban Arterial based on a 152' wide right of way. Staff directed Parsons to modify the design that was based on a 110' wide right of way to 152' wide right of way. And incorporate a geometric design that will allow for the addition of two lanes in the future and incorporate a separated Active Transportation Corridor (e.g. bike lane, multipurpose trail and walkway).

Bundy Canyon currently experiences localized surface flooding from Sellers Road westerly because the storm drain pipe in Sellers outlets to an open ditch on the northerly side of Bundy Canyon Road. Staff has met with Riverside County Flood Control (RCFC) to discuss the design and construction of an underground pipe at this location (portion of Line F). Staff intends to bring a Cooperative Agreement with RCFC to City Council in the near future to reimburse the city for design and construction of Line F.

Widening Bundy Canyon requires right of way acquisition. Based on the 152' right of way design the properties requiring right of way acquisition have been identified. Once acquired an area along the northerly alignment appears to also be suitable for a Trail

Head Park that will service the Active Transportation Corridor. Staff intends to bring a Professional Services Agreement to City Council in the near future to initiate the acquisition process with property owners.

Staff recommends amending the Parsons contract to provide for a 152 foot wide right of way; incorporate a separated Active Transportation Corridor; design drainage improvements for RCFC Line F; and prepare plans for Trail Head Park improvements.

Staff is in process to request a funding amendment with WRCOG to add construction funding for two additional lanes of improvements (four lanes total). The city's current agreement with WRCOG funds environmental, Design Engineering and property acquisition. WRCOG TUMF pays a maximum eligible share to add new lanes to the regional arterial system. Costs in excess of the maximum eligible share are the responsibility of the local agency.

**FISCAL IMPACTS:**

The design engineering services associated with the First Amendment 1.1, (provide a 152 foot wide right of way to accommodate an Active Transportation Corridor) are eligible WRCOG expenses. Staff continues to pursue other funding sources specific to Active Transportation to cover cost of right of way acquisition, engineering and construction. The City's Trails DIF is eligible to cover costs if necessary.

The design engineering services associated with the First Amendment 1.2, (provide design, plans, specifications and estimates for RCFC Line F) are eligible WRCOG expenses for the road widening. Staff is pursuing a co-operative agreement with RCFC to cover the costs of engineering and construction. The City's Storm Drain DIF is eligible to cover costs if necessary.

The design engineering services associated with First Amendment 1.3, (provide design, plans, specifications and estimate for grading and park improvements on remnant parcels) is Parks and Trails DIF eligible. Staff continues to pursue other funding grants specific to Active Transportation to cover the cost of design and construction.

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

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

- A. First Amendment
- B. Agreement (September 2014)

# **ATTACHMENT A**

**FIRST AMENDMENT TO  
DESIGN PROFESSIONAL SERVICES AGREEMENT  
FOR ENGINEERING SERVICES FOR THE BUNDY  
CANYON/SCOTT ROAD IMPROVEMENT PROJECT**

by and between

the

**CITY OF WILDOMAR**

and

**PARSONS TRANSPORTATION GROUP Inc.**

Dated October 12, 2016

**FIRST AMENDMENT TO DESIGN PROFESSIONAL SERVICES AGREEMENT FOR  
ENGINEERING SERVICES FOR THE BUNDY CANYON/SCOTT ROAD  
IMPROVEMENT PROJECT**

This First Amendment to Agreement for Design Professional Services ("First Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF WILDOMAR, a California general law city ("City"), and Parsons Transportation Group, Inc., a State of Illinois Corporation ("Design Professional"), as follows:

**RECITALS**

A. City and Design Professional entered in an agreement for Design Professional Services on September 10, 2014 ("Agreement"). The Agreement provides that Design Professional will perform engineering services.

B. Section 2 of the Agreement provides that Scope and Cost for the performance of the services.

C. This First Amendment amends Section 2 to provide that design expands the right of way foot print from 110 foot width to 152 foot width; incorporate an Active Transportation Corridor in the 152 foot wide right of way; design the extension of Riverside County Flood Control Line F in the 152 foot wide right of way; create base sheets for the potential development of park land that could result from remnant parcels from right of way acquisition; and, provide Landscape Architecture services to prepare plans, specifications and estimates for development of remnant parcels into a park.

**OPERATIVE PROVISIONS**

**NOW, THEREFORE**, in consideration of the promises made and recited herein, the parties do hereby enter into this First Amendment which modifies and amends the Agreement as follows:

1. **AMENDMENT.** The Agreement is hereby modified and amended as follows:

1.1 Exhibit A Scope of Services is hereby modified to add as follows:

Provide a 152 foot wide right of way to accommodate an Active Transportation Corridor.

Provide design, plans, specifications and estimates for Riverside County Flood Control Line F

Provide design, plans, specifications and estimates for grading and park improvements on remnant parcels

1.2 . Exhibit B Compensation is hereby modified to add as follows:

Active Transportation Corridor - Not to Exceed Amount of \$52,700

Line F - Not to Exceed Amount of \$63,000

Park - Not to Exceed Amount of \$34,000

1.3 The second sentence in Section 4(a) is hereby amended to read as follows:

The total compensation, including reimbursement for actual expenses, shall not exceed eight hundred twenty nine thousand seven hundred dollars (\$829,700), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

1.4 Section 1 is hereby amended to read as follows:

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for three (3) years commencing on the date first ascribed above.

## 2. **GENERAL PROVISIONS**

1.5 **Remainder Unchanged.** Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.

1.6 **Integration.** This First Amendment consists of pages 1 through 4 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

1.7 **Effective Date.** This First Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Design Professional.

1.8 **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

1.9 **References.** All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

**CITY**

CITY OF WILDOMAR

By: \_\_\_\_\_  
Bridgette Moore, Mayor

ATTEST:

\_\_\_\_\_  
Debbie Lee, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Thomas D. Jex, City Attorney

**DESIGN PROFESSIONAL**

Parsons Transportation Group, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





# **ATTACHMENT B**

**DESIGN PROFESSIONAL SERVICES AGREEMENT**

**FOR ENGINEERING SERVICES FOR THE BUNDY CANYON/  
SCOTT ROAD IMPROVEMENT PROJECT**

**By and Between**

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

**and**

**PARSONS TRANSPORTATION GROUP Inc.**

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF WILDOMAR, CALIFORNIA  
AND**

---

This Agreement for Design Professional Services ("Agreement") is entered into as of this 10<sup>th</sup> day of September, 2014 by and between the City of Wildomar, a municipal corporation ("City") and Parsons Transportation Group Inc., a State of Illinois Corporation ("Design Professional"). City and Design Professional are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

A. City has sought, by direct negotiation, the performance of the engineering services defined and described particularly in Section 2 of this Agreement.

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

C. Design Professional was selected by the City on the basis of Design Professional's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

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

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

**OPERATIVE PROVISIONS**

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for two (2) years commencing on the date first ascribed above.

**SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.**

(a) Scope of Services. Design Professional agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Design Professional shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Design Professional to continue performing the Services.

**SECTION 3. ADDITIONAL SERVICES.**

Design Professional shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Design Professional the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed six hundred eighty thousand dollars (\$680,000), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement..

(b) Each month Design Professional shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Design Professional contracts. Sub-Design Professional charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Design Professional to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Design Professional for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Design Professional which are disputed by City, City will use its best efforts to cause Design

Professional to be paid within forty-five (45) days of receipt of Design Professional's correct and undisputed invoice.

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

#### **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

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

#### **SECTION 6. OWNERSHIP OF DOCUMENTS.**

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

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

#### **SECTION 7. DESIGN PROFESSIONAL'S BOOKS AND RECORDS.**

(a) Design Professional shall maintain any and all documents and records demonstrating or relating to Design Professional's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Design Professional pursuant to this Agreement. Any and all such documents or records shall be

maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Design Professional's address indicated for receipt of notices in this Agreement.

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

#### **SECTION 8. INDEPENDENT CONTRACTOR.**

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

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

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

#### **SECTION 9. STANDARD OF PERFORMANCE.**

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

prudence, and diligence as other members of Design Professional's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Design Professionals work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

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

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

**SECTION 11. PREVAILING WAGE LAWS.**

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

**SECTION 12. NONDISCRIMINATION.**

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

**SECTION 13. UNAUTHORIZED ALIENS.**

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

**SECTION 14. CONFLICTS OF INTEREST.**

(a) Design Professional covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner

with the interests of City or which would in any way hinder Design Professional's performance of the Services. Design Professional further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Design Professional agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

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

#### **SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

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

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

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

(d) Design Professional shall promptly notify City should Design Professional, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Design Professional or be present at any deposition, hearing or similar proceeding. Design Professional agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Design Professional. However, this right to review

any such response does not imply or mean the right by City to control, direct, or rewrite said response.

#### **SECTION 16. INDEMNIFICATION.**

(a) Indemnification by Design Professional. As provided under Civil Code Section 2782.8, Design Professional shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional, its officers, agents, employees or sub-consultants (or any entity or individual that Design Professional shall bear the legal liability thereof) in the performance of professional services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and Design Professionals, and Design Professional, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.

(b) Indemnification from Sub-consultants. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, sub-contractor or any other person or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Design Professional fails to obtain such indemnity obligations from others as required here, Design Professional agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Design Professional and shall survive the termination of this Agreement or this section.

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

#### **SECTION 17. INSURANCE.**

Design Professional agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Design Professional agrees to provide City with copies of required policies upon request.

**SECTION 18. ASSIGNMENT.**

The expertise and experience of Design Professional are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Design Professional under this Agreement. In recognition of that interest, Design Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Design Professional's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Design Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

**SECTION 19. CONTINUITY OF PERSONNEL.**

Design Professional shall make every reasonable effort to maintain the stability and continuity of Design Professional's staff and subcontractors, if any, assigned to perform the Services. Design Professional shall notify City of any changes in Design Professional's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

**SECTION 20. TERMINATION OF AGREEMENT.**

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

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

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

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

**SECTION 21. DEFAULT.**

In the event that Design Professional is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Design Professional for any work performed after the date of default. Instead, the City may give notice to Design Professional of the default and the reasons for the default. The notice shall include the timeframe

in which Design Professional may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Design Professional is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Design Professional does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the City to give notice of the Design Professional's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

**SECTION 22. EXCUSABLE DELAYS.**

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

**SECTION 23. COOPERATION BY CITY.**

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Design Professional in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

**SECTION 24. NOTICES.**

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

To City: City of Wildomar  
Attn: City Manager  
23873 Clinton Keith Rd., Suite 201  
Wildomar, CA 92595

To Design Professional: Parsons Transportation Group Inc.,  
Attn: Ernest A. Figueroa  
3200 E. Guasti Rd., Suite 200  
Ontario, CA 91761

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

**SECTION 25. AUTHORITY TO EXECUTE.**

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

**SECTION 26. ADMINISTRATION AND IMPLEMENTATION.**

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Wildomar Municipal Code.

**SECTION 27. BINDING EFFECT.**

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

**SECTION 28. AMENDMENT.**

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Design Professional and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Wildomar Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 29. WAIVER.**

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

**SECTION 30. LAW TO GOVERN; VENUE.**

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

**SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.**

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

**SECTION 32. ENTIRE AGREEMENT.**

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Design Professional and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

**SECTION 33. SEVERABILITY.**

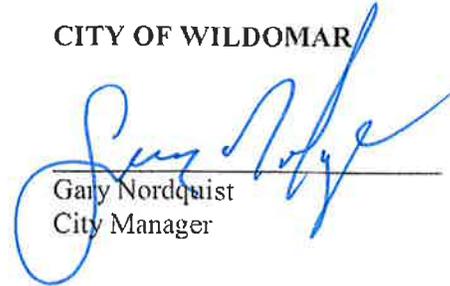
If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void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

**SECTION 34. CONFLICTING TERMS.**

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

**CITY OF WILDOMAR**



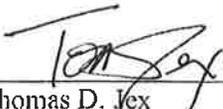
Gary Nordquist  
City Manager

**ATTEST:**



Debbie A. Lee  
City Clerk

APPROVED AS TO FORM

  
\_\_\_\_\_  
Thomas D. Jex  
City Attorney

  
\_\_\_\_\_  
Khalil Saba, Vice President  
Parsons Transportation Group Inc.

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

**NOTE: DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL'S BUSINESS ENTITY.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California }  
County of Orange }  
On 9/25/14 before me, Kim S. Strassner, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Khalil Saba  
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: Kim S. Strassner  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Contract Document Date: 9/10/14  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

|  |  |
|--|--|
| Signer's Name: _____   | Signer's Name: _____   |
| <input checked="" type="checkbox"/> Corporate Officer — Title(s): <u>Vice President</u>              | <input type="checkbox"/> Corporate Officer — Title(s): _____   |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact                        | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact                        |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator                    | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator                    |
| <input type="checkbox"/> Other: _____  | <input type="checkbox"/> Other: _____  |

Signer Is Representing: Parsons Signer Is Representing: \_\_\_\_\_

EXHIBIT "A"  
SCOPE OF SERVICES

## **Bundy Canyon Road / Scott Road Widening-** Revised 8/26/14

### **SCOPE OF SERVICES - PLANS, SPECIFICATIONS AND ESTIMATE**

Design – Roadway design shall be in accordance with the County of Riverside County Road Improvement Standards and Specifications, Ordinance No. 461 as amended by Ordinance No. 461.9 dated December 20, 2007. This scope assumes one plan, specification, and estimate bid set for the entire corridor.

#### **Task 1.01 Project Management, Meetings and Coordination**

Monthly team meetings will be held to review progress of the project development and to review any issues and concerns. Additional meetings including a kick-off meeting, field reviews and specific meetings to address technical issues will be scheduled on an as-needed basis. Consultant will document the findings of all project meetings in meeting minutes that will be distributed to team members within 5 days of the meeting.

#### **Task 1.02 Progress Reports and Invoices**

Consultant will prepare Monthly Progress Reports summarizing the activities completed during the last four week period and will include these summaries with the monthly invoices. Consultant Project Manager will assess physical percent complete and compare it to the financial percent complete each month. Consultant will develop a project schedule with input from the Cities of Wildomar and Menifee (Cities) and will update this schedule to show the progress of the work on a monthly basis.

#### **Task 1.03 Supplemental Topographic Survey Coordination**

The County of Riverside performed the original aerial topographic map and right-of-way mapping and at this time we are proposing that the County provide design level ground survey to supplement the aerial topographic survey. In the event this is not a task the County will be able to perform, a separate scope of services and fee estimate can be provided.

#### **Task 1.04 Geotechnical Report**

Consultant will provide a final geotechnical design report based on the final roadway alignment, the preliminary geotechnical evaluation and the additional investigation and analysis discussed in the following section. The budget allows for slope stability evaluation based on the site reconnaissance and does not include any rock coring. The following scope and budget may be modified based on the results of the preliminary evaluation, the final alignment, and presence of walls or other structures.

The field program will consist of an additional 10 borings (10-40 feet each), to supplement the 12 borings from the preliminary engineering phase. Relatively undisturbed and bulk samples or representative soil layers will be obtained at appropriate depth intervals (typically 3 to 5 feet). Drilling and sampling for any specific structures or walls is not included with this proposal.

Cut slopes exposing variably weathered and fractured granitic rock with heights up to about 30 feet will likely be encountered as part of the grading. The widening will likely cut into the existing slopes. Some of the existing slopes expose highly fractured rock, or highly weathered rock with core stones of unweathered rock, and signs of existing rockfalls and potential rockfalls are evident. In order to address fractured rock cut stability and rockfall hazard mitigation, we propose to budget 3 days of our senior geologist to perform geologic mapping of the cut slope exposures and perform geologic measurements and classification of joint patterns within the cut slopes. The information will be used to develop Rock Mass Rating (RMR) and stereonet plots for slope stability evaluation, recommend stable cut angles, and provide recommendations for mitigating rockfall hazards such as catchment areas.

Based on visual observations, the existing cuts expose rock that varies from highly weathered and rippable, to moderately or slightly weathered rock that may be marginally rippable to non rippable that could require localized blasting. In order to address the rippability of the rock materials, we propose to budget for up to 2 days of seismic refraction surveys. The surveys provide 3-layer p-wave velocity profiles that aid in classifying the rippability of the materials and determine the need for blasting.

The laboratory-testing program will be aimed at evaluating the engineering properties of the site soils. The exact scope of the laboratory program will depend on the soil conditions encountered during our field exploration. However, for planning purposes, we have considered the following types of tests:

- In Situ Moisture Content and Density
- Consolidation
- Grain Size Analyses
- Soluble Sulfate Content, pH
- Atterberg Limit
- R-Value
- Unconfined Compression (rock)

The analyses will focus on the geotechnical aspects of pavement design, slope stability and grading. The results of the field, laboratory, geologic and engineering evaluations will be presented in an appropriately illustrated report. The report will contain a project and site description, discussions of the geologic and seismic setting, summary of

engineering studies, recommendations and conclusions pertaining to the design and construction of the proposed project, plus logs of the field explorations and laboratory test results.

The recommendations will address the following:

- General subsurface conditions,
- Existing pavement section and general comments on the condition of the existing pavement
- Earthwork criteria (clearing, grubbing, subgrade, preparation, excavation, fills, reuse of existing pavements),
- Recommendations for excavation, grading, pavement design, and slope stability,
- Recommendations for retaining and sound wall foundations, if any,
- Recommendations for culvert design

#### **Task 1.05 Roadway Improvement Plan**

All final plan sheets will be on standard 24" x 36" sheets with each City's standard title block for their respective segment. The final CAD drawings will be prepared in Microstation format. Construction plans will be based on standards for the City, County, and State as applicable. Each plan sheet will be signed and sealed by the California registered engineer responsible for its preparation. The roadway improvement plan will be submitted at 65%, 95% and 100% plan completion. This task is estimated to require 39 sheets.

The following subsections provide a description of various elements of the roadway improvement plan preparation process. The number of sheets required has been estimated and is included in the spreadsheet.

##### **Title Sheet**

The plan set Title Sheet will be prepared on the appropriate City standard title (or plan) sheet. The Title Sheet will include the following information:

- a) Project title;
- b) Project location map;
- c) Index of sheets (list with sheet numbers);
- d) Index of sheet plan @ 1000-scale showing limits and approximate bench mark locations;
- e) Complete list of construction notes;
- f) Basic of bearings;
- g) Bench mark information;
- h) Standard General Notes;
- i) List of utility owners with contact and phone numbers;

- j) Underground Utility Alert notice;
- k) Required signature blocks; and
- l) Estimate of Quantities.

#### **Typical Sections Plan Sheet**

These plan sheets will show typical roadway cross sections as needed identifying existing and proposed improvements. Typical sections may be designated as "not to scale."

#### **Miscellaneous Detail Sheets**

Miscellaneous details will be provided on separate plan sheets. It is expected that these sheets will contain details of reverse tapers and flares in the roadway, driveway and local road intersections, sidewalk and ADA curb ramps as needed, and other miscellaneous items.

#### **Roadway Plan & Profile Sheets**

The plan and horizontal profile scale will be 1"=40'. Vertical profiles will be prepared at a suitable scale for proposed edge of pavement, asphalt dike lines, as well as grade breaks or street crown lines. Specific areas along the alignment may require the plan and profile sheets to be prepared at 1"=20' for clarity. Plan and profile sheets will generally contain the following information:

- a) Existing utility lines and fixtures;
- b) Existing topography;
- c) Water and gas meter locations and lid adjustments or replacements;
- d) Line and grade of proposed edge of pavement "flow lines";
- e) Roadway centerlines (including bearings, distances, stationing, and curve data);
- f) Existing and proposed right-of-way lines and lot/APN numbers;
- g) Manhole cover and valve cover vertical adjustments;
- h) Curve data;
- i) Each plan (& profile) sheet will contain the construction notes referenced on that sheet;
- j) Location of temporary bench marks;
- k) Areas of proposed pavement removal;
- l) Removals including curb, gutter and sidewalk;
- m) North Arrow;
- n) Stationing of Improvements;
- o) All Storm Drain facilities, and their sizes;
- p) Contours;
- q) All Street Names

#### **Task 1.06 Signing & Striping Improvement Plan**

The signing & striping plan will show the disposition of existing signs, traffic striping and pavement markings, and the proposed signage and pavement delineation based on the proposed geometric layout. Signing and striping plans will be prepared at a scale of 1"=40' in Microstation format with the appropriate City border. The basis of plan preparation will be a topographic survey, record drawings, field measurements, and the proposed roadway improvement plans. The signing and striping improvement plan will be submitted at 65%, 95% and 100% plan completion. This task is estimated to require 17 sheets (double stacked).

#### **Task 1.07 Construction Staging and Traffic Handling Plan**

The consultant will identify the transportation management aspects of the construction project and provide recommendations on how construction staging and MOT should be performed as well as the cost associated with recommended strategies. The effort will provide for adequate operations during construction with a minimal disruption of traffic in the work zone and adequate access to local residents and businesses. The construction staging and traffic handling plan will be prepared at a scale of 1"=40' in Microstation format with the appropriate City border. The basis of plan preparation will be a topographic survey, and the roadway improvement plan. The construction staging and traffic handling plan will be submitted at 65%, 95% and 100% plan completion. This task is estimated to require 17 sheets (double stacked).

#### **Task 1.08 Traffic Signal Improvement Plan**

It is assumed that traffic signal plan will be prepared for the intersections of Sellers Road, Monte Vista Drive, Oak Canyon Drive, Oak Circle Drive, and Harvest Way at Bundy Canyon Road in the City of Wildomar and as well as the intersection of Murrieta Road and Scott Road in the City of Menifee. The plans will be prepared at a scale of 1"=20'. The plans for the intersections will be prepared in Microstation format with the appropriate City border. The basis of plan preparation will be a topographic survey, record drawings, field measurements, and the approved preliminary roadway improvement plans. Traffic signal plans and specifications will be prepared using the most current State of California, Department of Transportation (Caltrans) Standard Plans and Specifications. Designs will be consistent with the Manual of Uniform Traffic Control Devices and the Caltrans Traffic Manual Chapter 9. The traffic signal improvement plan will be submitted at 65%, 95% and 100% plan completion. This task is estimated to require 6 sheets.

### **Task 1.09 Hydrology/Hydraulic Report**

Consultant will be responsible for the hydrology and hydraulic calculations necessary for drainage design including roadway pavement drainage, potential streambed alterations necessary for flood control (such as culvert extensions, channel widening, vegetation removal, rip rap, etc.), and detention basin design. Consultant will develop a preliminary hydrology/hydraulic report that describes the hydrologic (off-site and on-site) and hydraulic methodology used for the calculations. Layout plans identifying the location of existing and proposed drainage facilities shall be included within the report. The draft preliminary drainage report will be submitted to the Cities as well as the Riverside County Flood Control and Water Conservation District (RCFC&WCD) for review.

Following the review of the preliminary drainage report, Consultant will modify hydrology calculations if required and perform hydraulic analysis for all of the drainage facilities identified on the preliminary roadway improvement plans. The Hydrology/Hydraulic Report will be refined at the 65%, 95% and 100% design phases.

### **Task 1.10 Storm Drain Improvement Plan**

The storm drain improvement plan will show storm drain lines, catch basins, laterals, culverts, and water quality swales in plan and profile. The plans will include details such as invert elevations, connection details and inlet/outlet details. Storm drain improvement plans will be prepared at a scale of 1"=40' in Microstation format with the appropriate City border. If there are any RCFC&WCD facilities to be maintained by RCFC (typically larger than 30-inches), then those particular storm drain plans will use the RCFC&WCD sheet border with an "RCFC&WCD" signature block. It is assumed that any required box culverts will be standard designs based upon Standard Drainage Details (County, RCFC&WCD and/or Caltrans Standard Plans) and no special structural designs will be required. The storm drain improvement plan will be submitted at 65%, 95% and 100% plan completion. This task is estimated to require 22 sheets.

### **Task 1.11 Water Quality Management Plan – (WQMP)**

The project is located within the San Jacinto Watershed within the jurisdiction of the Santa Ana Regional Water Quality Control Board (RWQCB) and the Santa Margarita Watershed within the jurisdiction of the San Diego RWQCB. Coordination will be maintained between all agencies regulating stormwater in this area. These agencies include the Riverside County Flood Control District and Water Conservation District (RCFC&WCD), the Santa Ana San Diego RWQCBs, the California State Department of Fish and Game (DFG), the Corps of Engineers (COE), and the Federal Emergency Management Administration (FEMA).

A water quality management plan (WQMP) will be prepared for the Cities of Wildomar and Menifee. The (WQMP) will comply with the latest requirements listed in the Riverside Water Quality Management Plan for Urban Runoff. County NPDES permit (CAS618033) provides regulatory overview within the area for construction activities. Correspondingly, there are numerous requirements that fall within their Standard Urban Stormwater Mitigation Plan (SUSMP). The RWQCBs and the County will require incorporation of storm water pollution best management practices into the roadway designed to ensure that storm water runoff is managed for water quality and quantity concerns. These will be addressed in the WQMP.

#### **Task 1.12 Utility Research/Notification/Plan**

All utility companies and agencies within the project limits will be contacted to verify contact name, address, and phone number, and to introduce the project. All requests for information from each utility company or agency will be written communication, via registered mail, so it is documented, and copies of utility notifications and responses will be provided to the Cities.

Visits to utility offices will be made, as necessary, to obtain information not sent via email by the utility company or agency. The location of existing utilities will be included in the MicroStation mapping for the project. Minor utilities such as individual service lines to building, will not be shown on the mapping. The existing and proposed Utilities will be included on the layout plans and no separate Utility drawings will be prepared.

#### **Task 1.13 Sound Wall/Retaining Wall Improvement Plan**

The sound wall and retaining wall improvement plan will be prepared at a plan and horizontal scale of 1"=40'. Vertical profiles will be prepared at a suitable scale for the walls and associated grade. This task also includes structural calculations and details for sound/retaining combination walls. The wall limits are based on the environmental impact report and preliminary roadway improvement plan. It's assumed that Caltrans "Standard" sound wall designs will be used. The sound wall and retaining wall improvement plan will be submitted at 30%, 65%, 95% and 100% plan completion. This task is estimated to require 31 sheets.

#### **Task 1.14 Construction Cost Estimate**

A Draft Construction Cost Estimate will be prepared, refined, and submitted with each format submittal of the 65%, 95%, and 100% plan sets. The unit prices used for the various items will be based on the Riverside County Improvement Worksheet and items not covered on this worksheet will be based on our professional opinion based on

existing projects. Each estimate will be prepared using the contract bid sheet items and quantities for submittal of the plans. A Final Engineer's Estimate will be prepared and submitted with the final PS&E submittal package. The final estimate will reflect changes to the plans and specifications resulting from plan checking and recent bid prices from similar projects in the area. The cost estimate will show quantities, and unit costs for a base project and any additional "Add-on" items.

#### **Task 1.15 Specifications**

Consultant will prepare a set of special provisions (technical section) that will cover the various items included within the construction documents. The special provisions will include general specification material required to augment the Standard Specifications and a description of payment methods and materials as necessary for each bid item. The test portion of the contract special provisions will be provided to the County on a MS-DOS formatted diskette or CD in a Microsoft Word file. The Standard Specifications for the project will be the latest edition of the County's Standards and supplemented by Standard Specification for Public Works Construction (Green Book), except for lighting, signing and pavement markings, which will be constructed under the provisions of Caltrans' Standard Plans and Standard Specification dated July 1992 (last version using English units) and current updates thereof. Consultant will request from the County a master set of special provisions in electronic format to assist us in the preparation of the specification package.

#### **Task 1.16 Final R/W Requirements Map**

Consultant will prepare "R/W Requirements" maps for the selected alignment at a scale of 1"=40' in Microstation format with the appropriate City border. The maps will define the limits of Fee Easements required along the corridor for the 4-lane alternative. This task is estimated to require 17 sheets (double stacked).

#### **Task 1.17 Environmental Permitting**

Consultant will conduct for the Cities during the design phase of the project to satisfy the Mitigation Monitoring and Reporting Program (MMRP) and permitting requirements identified in the *Bundy Canyon/Scott Road Improvement Project Environmental Impact Report*. Resource agencies may require additional environmental work beyond the scope of work identified below because of new rules and regulations. Additionally, if significant design changes are necessary to construct the project or other factors arise that may affect the validity of the project's final environmental document such as identification of new environmental issues, and changes in laws or regulations, an Addendum or a Supplemental EIR may need to be prepared. Consultant will notify the City and provide a separate scope of work and fee schedule for any additional environmental activities.

## **Environmental Commitments**

- a) Consultants will incorporate aesthetic treatments and designs to soundwalls to address AE-1. Consultant will obtain input from City staff on the type of design and develop renderings of the aesthetic treatments. The proposed designs will be submitted to the City for review and approval.
- b) Consultant's biologist will coordinate with applicable resource agencies and develop wildlife crossings plans at three locations to address BIO-C3. Consultant will submit wildlife crossing plans to the City for review and approval prior to submittal to resource agencies.
- c) Consultant will develop WQMP, and incorporate design pollution prevention BMPs and treatment BMPs. The WQMP and BMPs will be submitted to the Cities for review and approval prior to resource agency submittal.

## **Environmental Permitting**

Consultant will coordinate with resource agencies to determine whether an update to the jurisdictional delineation report would be required. If an update to the report is required, Consultant will conduct field verification of jurisdictional resources and update the report to satisfy resource agency requirements.

During the design phase of the project, Consultant will minimize to the greatest extent feasible, impacts to jurisdictional resources. Once design is near completion, Consultant will prepare the following permit application packages:

- a) United States Army Corps of Engineers 404 Nationwide Permit
- b) Regional Water Quality Control Board (RWQCB) 401 Water Quality Certification
- c) California Department of Fish and Wildlife (CDFW) 1602 Streambed Alteration Agreement
- d) General National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, Order No. 99-08-DWQ, NPDES No. CAS000002

Consultant will conduct impact analyses for all onsite jurisdictional resources based on the latest design plans and discuss with City staff appropriate compensatory mitigation requirements for all temporary and permanent impacts. Consultant will submit the complete permit packages to the Cities for review and approval prior to submittal to applicable resource agencies. Consultant will revise the application for up to two iterations with resource agencies.

Consultant will not be responsible for payment of direct mitigation cost/fees or implement habitat restoration activities. If the Cities request Consultant to prepare a habitat restoration plan, Consultant will provide a separate scope of work and fee schedule to the City prior to initiating work.

### **Optional Tasks**

The United States Fish and Wildlife Service (USFWS) comments on the Joint Project Review indicated that the initial burrowing owl focused surveys were over three years old (conducted in 2007) and a subsequent survey was conducted in 2010 to address this specific comment. Four years has elapsed since the 2010 survey was conducted and USFWS may request another focused breeding season survey to be conducted to demonstrate consistency with the MSHCP.

### **Task 1.19 Aerially Deposited Lead Study**

Group Delta (GD) will perform limited ADL studies for the corridor.

The level of study is preliminary and additional sampling and testing will be required for the design level submittals. Following is our brief description of the tasks included in this preliminary study:

#### **Pre-Field Activities**

Prepare a Health and Safety and Work Plan for field activities. The Health and Safety Plan includes guidelines for the use of personal protective equipment and sampling procedures. The work plan will include procedures of sampling and laboratory analysis.

#### **Limited Soil Sampling**

Ten (10) Hand augers will be used to collect samples at 6-inch and 12-inch depth for preliminary testing.

The borings will backfilled with cutting generated from the hand auger activities.

#### **Laboratory Analysis**

The samples will be extracted using EPA Test Method 3050B and analyzed for total lead using EPA Test Method 6010B. After the analysis, selected samples with high lead concentration may be re-tested for soluble lead by extracting using EPA Test Method 3010B and analyzed for soluble lead EPA Test Method 6010B and the standard Waste Extraction Test (WET) to determine STLC and TCLP.

#### **Report Preparation**

GD will prepare a Preliminary ADL report for the corridor. Our report will document field and laboratory procedures and provide a preliminary assessment of lead contamination and a scope of work for additional evaluation.

## **Submittals**

### **Draft PS&E (65% and 95%)**

Draft plans and specifications and construction cost estimate will be submitted for County review at both the 65% and 95% stages. These submittals will consist of integrated plans and specifications together with an updated engineer's estimate based on plan quantities in bid tabulation format. Draft PS&Es shall address comments identified by the County in the review of Intermediate submittal materials.

### **Final PS&E (100%)**

Following receipt of the County review comments and completion of Consultant internal quality control plan check, final PS&E will be prepared and submitted to the County for final approval. Consultant will make final changes to the Plans, Specifications, and Estimate and furnish final documents in either electronic format or "hard copy" for formal bidding of the project.

## **Exclusions**

- Any task not identified in the above scope of services
- Erosion control plan
- Temporary water pollution control plans
- Storm water pollution prevention plan
- Street lighting improvement plan
- Landscape or Irrigation Plans
- Bid Support
- Construction Support
- Property Acquisition services
- Right of Way Certification (including Utility)

**EXHIBIT "B"**  
**COMPENSATION**

**BUNDY CANYON/SCOTT ROAD WIDENING**  
City of Wildomar and City of Menifee

9/3/2014

| LABOR HOUR and FEE ESTIMATE |  |             |                |                       |                       |                     |
|-----------------------------|--|-------------|----------------|-----------------------|-----------------------|---------------------|
| TASK NO.                    | TASK DESCRIPTIONS  | Total Hours | TOTAL PARSONS  | Sub-Consultant        | TASK TOTAL            | FEE DISTRIBUTION    |
|                             |  |             |                | Group Delta (Geotech) |                       | Wildomar            |
|                             | <b>Final Design</b>  |             |                |                       |                       |                     |
| 1.01                        | Project Management, Meetings, and Coord.                             | 256         | \$50,570.67    |                       | \$50,570.67           | \$29,330.99         |
| 1.02                        | Progress Reports and Invoices  | 96          | \$17,642.52    |                       | \$17,642.52           | \$10,232.66         |
| 1.03                        | Supplemental Topographic Survey Coord. (County Performed)            | 30          | \$4,535.33     |                       | \$4,535.33            | \$2,630.49          |
| 1.04                        | Geotechnical Report  | 30          | \$5,829.07     | \$70,000.00           | \$75,829.07           | \$43,980.86         |
| 1.05                        | Roadway Improvement Plan   | 1744        | \$211,825.76   |                       | \$211,825.76          | \$122,858.94        |
| 1.06                        | Signing and Striping Improvement Plan                                | 333         | \$43,900.77    |                       | \$43,900.77           | \$25,462.45         |
| 1.07                        | Construction Staging and Traffic Handling Plan                       | 333         | \$43,900.77    |                       | \$43,900.77           | \$25,462.45         |
| 1.08                        | Traffic Signal Improvement Plan                                      | 391         | \$47,631.68    |                       | \$47,631.68           | \$39,534.29         |
| 1.09                        | Hydrology/Hydraulic Report   | 452         | \$54,780.11    |                       | \$54,780.11           | \$31,772.46         |
| 1.10                        | Storm Drain Improvement Plan   | 860         | \$105,141.72   |                       | \$105,141.72          | \$60,982.20         |
| 1.11                        | Water Quality Management Plan  | 256         | \$31,684.60    |                       | \$31,684.60           | \$18,377.07         |
| 1.12                        | Utility Research/Notification/Plan                                   | 645         | \$72,828.11    |                       | \$72,828.11           | \$42,240.30         |
| 1.13                        | Sound Wall/Retaining Wall Improvement Plan                           | 1687        | \$216,609.33   |                       | \$216,609.33          | \$125,633.41        |
| 1.14                        | Construction Cost Estimate   | 217         | \$25,198.61    |                       | \$25,198.61           | \$14,615.19         |
| 1.15                        | Specifications   | 282         | \$32,079.80    |                       | \$32,079.80           | \$18,606.28         |
| 1.16                        | Final Right-of-Way Requirements Map                                  | 200         | \$24,180.87    |                       | \$24,180.87           | \$14,024.90         |
| 1.17                        | Land Net Base Mapping and Legal Descriptions and Plats (County Perfo | 30          | \$4,535.33     |                       | \$4,535.33            | \$2,630.49          |
| 1.18                        | Environmental Permitting   | 365         | \$35,352.77    |                       | \$35,352.77           | \$20,504.61         |
| 1.19                        | Aerially Deposited Lead Study (ADL)                                  | 24          | \$2,925.55     | \$35,000.00           | \$37,925.55           | \$21,996.82         |
|                             |  |             |                |                       |                       |                     |
|                             |  |             |                |                       |                       |                     |
|                             |  |             |                |                       |                       |                     |
|                             | <b>TOTAL HOURS :</b>   | 8231        |                |                       |                       |                     |
|                             | <b>TOTAL LABOR :</b>   |             | \$1,031,153.35 | \$105,000.00          | \$1,136,153.35        | \$670,876.86        |
|                             |  |             |                | Labor Subtotal=       | \$1,136,153.35        | \$670,876.86        |
|                             |  |             |                | ODCs=                 | \$8,400.00            | \$4,872.00          |
|                             |  |             |                |                       | <b>\$1,144,553.35</b> | <b>\$675,748.86</b> |
|                             |  |             |                |                       | <b>\$1,144,553.35</b> | <b>\$675,748.86</b> |

**EXHIBIT "C"**  
**INSURANCE**

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

1. Minimum Scope of Insurance. Design Professional shall maintain professional liability insurance appropriate to the Design Professional's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Design Professional's services or the termination of this Agreement. During this additional three (3) year period, Design Professional shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Design Professional shall maintain limits of professional liability insurance no less than \$1,000,000 per occurrence.

B. Other Provisions. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

C. Other Requirements. Design Professional agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Design Professional furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such

deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Design Professional shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Design Professional's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.7**  
**CONSENT CALENDAR**  
**Meeting Date: September 14, 2016**

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**TO:** Mayor and City Council Members

**FROM:** Dan York, Assistant City Manager

**SUBJECT:** Professional Services Agreement with Albert A. Webb Associates for Environmental Mitigation Services for Lateral C-1

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to execute the Professional Services Agreement with Albert A. Webb Associates for Environmental Mitigation Services for the Lateral C-1 Storm Drain Project.

**BACKGROUND:**

The City Council adopted the five year Capital Improvement Plan for FY 2013/14 to 2017/18. A new project was added to the five year plan that included engineering and construction of the Wildomar Master Drainage Plan Lateral C-1 project. The project installs drainage infrastructure within the rights of way of Charles Street and Refa Street.

The Riverside County Flood Control District (District) identified this project as a Master Drainage Facility. The City and District entered into a cooperative agreement to fund this project on May 14<sup>th</sup>, 2014. The agreement delegates oversight of the design and construction to the City.

The project permits requested environmental review services during construction. The proposed Environmental Mitigation Services are as described in the attached Exhibit "A" Scope of Services of the attached Consultant Agreement.

Staff published a notice Requesting Proposals for qualified Construction Management Professional Services for this project in accordance with the requirements of the City's Code, and received three responsive proposals. Albert A. Webb Associates was determined to be the most qualified construction management professional firm for this project.

Staff recommends the City Council authorize the City Manager to execute a contract with Albert A. Webb Associates in the amount, not to exceed \$38,250, for Environmental Mitigation Services for the Lateral C-1 Storm Drain Project.

**FISCAL IMPACT:**

Payment for work associated with the performance of this contract will be reimbursed as per the Cooperative Agreement between RCFC and the City.

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

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

Agreement

# **ATTACHMENT A**

**CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

**FOR CONSTRUCTION ENVIRONMENTAL  
MITIGATION SERVICES FOR THE MASTER  
DRAINAGE PLAN LATERAL C-1 STORM DRAIN  
PROJECT CIP 030**

**By and Between**

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

**and**

**ALBERT A. WEBB ASSOCIATES**

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**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES  
BETWEEN  
THE CITY OF WILDOMAR, CALIFORNIA  
AND  
ALBERT A WEBB ASSOCIATES**

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This Agreement for Construction Management Services ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Wildomar, a Municipal Corporation ("City") and Albert A Webb, a Professional Environmental Services firm ("Construction Management Professional"). City and Construction Management Professional are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

A. City has sought, by informal proposals, the performance of construction environmental mitigation services defined and described particularly in Section 2 of this Agreement.

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

C. Construction Management Professional was selected by the City on the basis of Construction Management Professional's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

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

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

**OPERATIVE PROVISIONS**

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for one (1) year commencing on the date first ascribed above.

## **SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.**

(a) Scope of Services. Construction Management Professional agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, Construction Management Professional shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Construction Management Professional to continue performing the Services.

## **SECTION 3. ADDITIONAL SERVICES.**

Construction Management Professional shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

## **SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Alber A Webb Associates the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Thirty-eight thousand two hundred and fifty dollars (\$38,250), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Construction Management Professional shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges and sub-Construction Management Professional charges on an hourly basis. The labor category in each invoice shall include detailed descriptions of tasks performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Construction Management Professional to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Construction Management Professional for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Construction Management Professional which are disputed by City, City will use its best efforts to cause Construction Management Professional to be paid within forty-five (45) days of receipt of Construction Management Professional's correct and undisputed invoice.

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

#### **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

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

#### **SECTION 6. OWNERSHIP OF DOCUMENTS.**

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

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

#### **SECTION 7. CONSTRUCTION MANAGEMENT PROFESSIONAL'S BOOKS AND RECORDS.**

(a) Construction Management Professional shall maintain any and all documents and records demonstrating or relating to Construction Management Professional's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such

documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Construction Management Professional pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Construction Management Professional's address indicated for receipt of notices in this Agreement.

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

## **SECTION 8. INDEPENDENT CONTRACTOR.**

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

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

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

**SECTION 9. STANDARD OF PERFORMANCE**

Construction Management Professional represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Construction Management Professional shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Construction Management Professional shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Construction Management Professional under this Agreement, and shall use such skill, prudence, and diligence as other members of Construction Management Professional's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Construction Management Professionals work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

**SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS AND LICENSES.**

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

**SECTION 11. PREVAILING WAGE LAWS.**

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

**SECTION 12. NONDISCRIMINATION.**

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

**SECTION 13. UNAUTHORIZED ALIENS.**

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

**SECTION 14. CONFLICTS OF INTEREST.**

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

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

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

**SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

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

(b) Construction Management Professional, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work

performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Construction Management Professional gives City notice of such court order or subpoena.

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

(d) Construction Management Professional shall promptly notify City should Construction Management Professional, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Construction Management Professional or be present at any deposition, hearing or similar proceeding. Construction Management Professional agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Construction Management Professional. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **SECTION 16. INDEMNIFICATION.**

(a) Indemnification by Construction Management Professional. As provided under Civil Code Section 2782.8, Construction Management Professional shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Construction Management Professional, its officers, agents, employees or sub-consultants (or any entity or individual that Construction Management Professional shall bear the legal liability thereof) in the performance of professional services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and Construction Management Professionals, and Construction Management Professional, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.

(b) Indemnification from Sub-consultants. Construction Management Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, sub-contractor or any other person or entity involved by, for, with or on behalf of Construction Management Professional in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Construction Management Professional fails to obtain such indemnity obligations from others as required here, Construction Management Professional agrees to be fully responsible according to

the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Construction Management Professional and shall survive the termination of this Agreement or this section.

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

#### **SECTION 17. INSURANCE.**

Construction Management Professional agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "D" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Construction Management Professional agrees to provide City with copies of required policies upon request.

#### **SECTION 18. ASSIGNMENT.**

The expertise and experience of Construction Management Professional are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Construction Management Professional under this Agreement. In recognition of that interest, Construction Management Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Construction Management Professional's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Construction Management Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

#### **SECTION 19. CONTINUITY OF PERSONNEL.**

Construction Management Professional shall make every reasonable effort to maintain the stability and continuity of Construction Management Professional's staff and subcontractors, if any, assigned to perform the Services. Construction Management Professional shall notify City of any changes in Construction Management Professional's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

#### **SECTION 20. TERMINATION OF AGREEMENT.**

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Construction Management Professional. In the

event such notice is given, Construction Management Professional shall cease immediately all work in progress.

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

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

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

#### **SECTION 21. DEFAULT.**

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

#### **SECTION 22. EXCUSABLE DELAYS.**

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

#### **SECTION 23. COOPERATION BY CITY.**

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Construction Management Professional in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

**SECTION 24. NOTICES.**

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

To City: City of Wildomar  
Attn: City Manager  
23873 Clinton Keith Rd., Suite 201  
Wildomar, CA 92595

To Construction Management Professional: Albert A Webb Associates  
Cheryl DeGano  
3788 McCray Street  
Riverside, CA 92506

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

**SECTION 25. AUTHORITY TO EXECUTE.**

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

**SECTION 26. ADMINISTRATION AND IMPLEMENTATION.**

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Wildomar Municipal Code.

**SECTION 27. BINDING EFFECT.**

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

**SECTION 28. AMENDMENT.**

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Construction Management Professional and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Wildomar Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 29. WAIVER.**

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

**SECTION 30. LAW TO GOVERN; VENUE.**

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

**SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.**

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

**SECTION 32. ENTIRE AGREEMENT.**

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Construction Management Professional and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

**SECTION 33. SEVERABILITY.**

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

**SECTION 34. CONFLICTING TERMS.**

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

**CITY OF WILDOMAR**

\_\_\_\_\_  
Gary Nordquist  
City Manager

**ATTEST:**

\_\_\_\_\_  
Debbie A. Lee  
City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

**-ALBERT A WEBB ASSOCIATES**

By:   
\_\_\_\_\_  
Its: SCOTT R. HILDEBRANDT  
SENIOR VICE-PRESIDENT

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

**NOTE:**

**CONSTRUCTION MANAGEMENT PROFESSIONAL'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 CONSTRUCTION MANAGEMENT PROFESSIONAL'S BUSINESS ENTITY.**

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

| <b>CAPACITY CLAIMED BY SIGNER</b>  | <b>DESCRIPTION OF ATTACHED DOCUMENT</b>   |
|--|---|
| <input type="checkbox"/> INDIVIDUAL<br><input type="checkbox"/> CORPORATE OFFICER<br><br>_____<br>TITLE(S)   | _____<br>TITLE OR TYPE OF DOCUMENT        |
| <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED<br><input type="checkbox"/> GENERAL   | _____<br>NUMBER OF PAGES                  |
| <input type="checkbox"/> ATTORNEY-IN-FACT<br><input type="checkbox"/> TRUSTEE(S)<br><input type="checkbox"/> GUARDIAN/CONSERVATOR<br><input type="checkbox"/> OTHER _____<br>_____ | _____<br>DATE OF DOCUMENT                 |
| <b>SIGNER IS REPRESENTING:</b><br>NAME OF PERSON(S) OR ENTITY(IES)<br>_____  | _____<br>SIGNER(S) OTHER THAN NAMED ABOVE |

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_,

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(SIGNATURE OF NOTARY)

### OPTIONAL

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

| <b>CAPACITY CLAIMED BY SIGNER</b>  | <b>DESCRIPTION OF ATTACHED DOCUMENT</b>                   |
|--|---|
| <input type="checkbox"/> INDIVIDUAL<br><input type="checkbox"/> CORPORATE OFFICER<br><br>_____<br>TITLE(S)   | _____<br>TITLE OR TYPE OF DOCUMENT                        |
| <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED<br><input type="checkbox"/> GENERAL<br><input type="checkbox"/> ATTORNEY-IN-FACT<br><input type="checkbox"/> TRUSTEE(S)<br><input type="checkbox"/> GUARDIAN/CONSERVATOR<br><input type="checkbox"/> OTHER _____<br>_____ | _____<br>NUMBER OF PAGES<br><br>_____<br>DATE OF DOCUMENT |
| <b>SIGNER IS REPRESENTING:</b><br>NAME OF PERSON(S) OR ENTITY(IES)<br>_____  | _____<br>SIGNER(S) OTHER THAN NAMED ABOVE                 |

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Tasks as presented below are per the Albert A. Webb proposal dated July 21, 2016 (See Exhibit C).

The following service tasks are initially authorized as described below.

Task 1: Preconstruction Nesting Bird Survey and Identification of 500 foot buffer for the least Bell's vireo.

Task will be authorized if construction is schedule to begin prior to August 31.

Task 3: Preconstruction Burrowing Owl Survey.

Task will be authorized within 14 days of the start of construction.

Task 6: Cultural and Paleontological Resources Monitoring.

Task is to be performed during trench and structure excavation.

Task 8: Cultural Resources Monitoring Report.

Task 9: Project Management, Meetings and Coordination.

The following tasks are optional services and will be authorized in writing on an individual basis if needed.

Task 2: Noise Monitoring

Task 4: Burrowing Owl Relocation Plan

Task 5: Construction Monitoring

Task 7: Analysis of Samples and Finds

**EXHIBIT "B"**  
**COMPENSATION**

The following fees are initially authorized as described below. All fees shall be invoices on an hourly basis up to the not to exceed amount.

|                                  |              |
|----------------------------------|--------------|
| Task 1 and 3:                    | NTE \$3,800  |
| Task 6: Hourly Rate = \$92 / hr. | NTE \$23,010 |
| Task 8:                          | NTE \$5060   |
| Task 9:                          | NTE: \$6380  |
| Total Not to Exceed;             | \$38,250     |

The following optional tasks are to be performed for the indicated fees upon written authorization.

Task 2: \$860/ day     Estimate 8 days = \$6,880

Task 4: NTE \$5,700

Task 5: \$690 / half day

Task 7: Hourly Rates

- Soil and Artifact Processing and Cataloging.....\$82
- Artifact Analysis.....\$92
- Fossil Analysis.....\$92
- Outside Special Studies (if needed).....Cost plus 15%

# EXHIBIT C PROPOSAL

## Exhibit A- Scope of Work

### BIOLOGICAL RESOURCES

*Task 1: Preconstruction Nesting Bird Survey and Identification of 500-foot buffer area for least Bell's vireo (satisfies mitigation measures BIO 1 and BIO 7)*

*Task 3: Preconstruction Burrowing Owl Survey (satisfies mitigation measure BIO 3)*

*(For efficiency, the WEBB Team proposes to conduct the preconstruction burrowing owl survey at the same time as the nesting bird survey.)*

Because it is anticipated construction will commence August 1, which is during the nesting season, AMEC will conduct a preconstruction nesting bird survey within fourteen (14) days prior to any vegetation removal or soil disturbance activities within the project site. The survey will include the project site and a 300-foot buffer. During this survey, AMEC will also identify the location of any suitable habitat for the least Bell's vireo. If suitable habitat is present, AMEC will prepare a map showing the location of the habitat and a 500-foot buffer area. If construction activities are delayed for more than 14-days during the nesting season, an additional preconstruction survey, which is not covered under this scope of work, may be required.

At the same time the preconstruction nesting bird survey conducted, AMEC will also conduct the preconstruction burrowing owl survey. This survey will include suitable habitat areas within the project site and a 500-foot buffer, where accessible. All occupied burrows will be mapped. If construction activities are delayed for more than 30-days during the nesting season, an additional preconstruction burrowing owl survey, which is not covered under this scope of work, may be required.

A single letter report will be prepared to document the findings of the nesting bird survey, the location and buffer area for the Least Bell's vireo habitat, and the findings of the burrowing owl survey. A digital copy of the letter report will be submitted for review. Following one round of reviews, a final letter report will be prepared.

*Task 2: Noise Monitoring (satisfies mitigation measure BIO 2)*

If an active nest is observed within 500-feet of the project site, AMEC will monitor construction noise levels near the active nest. A noise meter will be placed near the nest to determine if noise levels exceed 60 dBA  $L_{eq}$ . Noise monitoring will occur bi-weekly or less frequently, if deemed appropriate by the monitoring biologist. If noise levels exceed 60 dBA  $L_{eq}$ , additional measures may be required to reduce the noise impacts on adjacent nests. These additional measures are not covered under this scope of work. For purposes of the Fee Proposal, 8 days of monitoring are assumed.

*If no active nests are observed, noise monitoring is not required.*

**Task 4: Burrowing Owl Relocation Plan (satisfies mitigation measure BIO 4)**

In the event: (i) burrowing owls are observed within the project site; (ii) occupied burrows cannot be avoided; (iii) and the California Department of Fish and Wildlife approves relocation of the owls; AMEC will prepare a Burrowing Owl Relocation Plan. As required by mitigation measure BIO 4, this plan will include:

- The location of the nest and owls proposed for relocation
- The location of the proposed relocation site
- The number of owls involved and the time of year when the relocation is proposed to take place
- The name and credentials of the biologist who will be retained to supervise the relocations
- The proposed methods of capture and transport for the owls to the new site
- A description of site preparation at the relocation site (e.g. enhancement of existing burrows, creation of artificial burrows, on-time or long-term vegetation control
- A description of efforts and funding support proposed to monitor the relocation

If paired owls are present within 50 meters (160 feet) of a temporary project disturbance (e.g. parking areas), active burrows shall be protected with fencing/cones/flagging and monitored by a qualified biologist throughout construction to identify losses from nest abandonment and/or loss of reproductive effort. (Note: Construction monitoring is covered under Task 6).

***If relocation is not proposed, this task will not be required.***

**Task 5: Construction Monitoring (satisfies mitigation measure BIO 7)**

Because construction activities will commence during the avian nesting season (February 1–August 31) and a focused survey for the least Bell's vireo has not been completed, if any construction-related activity will occur within the 500-foot buffer area identified in Task 1, above mitigation measure BIO 7 requires a biological monitor be present. Following completion of all monitoring activities, a letter report will be prepared documenting the findings. For purposes of the Fee Proposal 10 days of monitoring is assumed.

***If no active nests are observed, construction monitoring is not required.***

**CULTURAL RESOURCES**

**Task 6: Cultural and Paleontological Resources Monitoring and Report Preparation (satisfies mitigation measures CUL-7, CUL-8, and CUL-9)**

Unlike biological monitoring, which for this project is a seasonal requirement, cultural resources monitoring is required until the monitor is satisfied the construction will not

disturb cultural resources (mitigation measure CUL-9). Because this project may require both archaeological and paleontological monitoring, these services will be provided by a cross-trained (i.e., archaeological and paleontological) monitor. This scope assumes that one monitor will be able to effectively monitor all grading, excavation, and trenching and that the monitor has the power to temporarily halt or divert work if needed until any finds are documented and recovered. As part of the cultural resources monitoring CRM Tech will:

- Review data on-file at CRM TECH's office and any documents available from the City for information regarding cultural and paleontological resources and the soils in the project area and vicinity.
- Consult and communicate with the Pechanga Cultural Resources Center and their monitors regarding the cultural sensitivity of the property and the appropriate monitoring program strategy.
- Provide on-site monitoring during all construction activities (grading, excavation, and/or trenching) that could potentially impact cultural or paleontological resources or sensitive soils.
- Identify, appraise, record, and recover all artifacts, features, sites, fossils, and/or fossil-bearing matrices discovered during monitoring, if any, according to standard practices and applicable City and State regulations; if the discoveries are potentially significant, work will be immediately halted within 50 feet of the discovery and interested parties will meet to determine the appropriate mitigation measures for such resources.
- Collect samples of potentially fossiliferous soils (if present) so that the samples can be examined for small fossils in the lab.
- Maintain field documents, photographs, soil samples, and recovered resources in an organized manner in the lab to facilitate the production of the reports.

For purposes of the fee proposal, 30 days (at 8 hours/day) of monitoring and 6 weeks of field reports are assumed. *The amount of monitoring needed will be reduced if it appears that the potential of encountering cultural and/or paleontological resources is low as determined by the monitor.*

**Task 7: Analysis of Samples and Finds**  
(satisfies mitigation measures CUL-10 and CUL-11)

CRM Tech will process and catalogue all soil samples, artifacts, and fossils recovered during monitoring, if any, and arrange for the permanent curation of the collections, associated records, and title at Pechanga Band of Luiseño Indian's curation facility, which meets the standards set forth in 36 CFR Part 79.

If any cultural resources are encountered while monitoring, the resource will be documented by completing site record(s) (standard DPR forms) which will then be submitted to the Eastern Information Center at UCR, as required. The resource will also be analyzed to address current research issues, and, for archaeological resources, to determine their age, function, and importance and interpret the information to add to our knowledge regarding the lifeways of the people that lived in the area and, for paleontological resources, to learn what we can about paleo life forms, the paleo-climate, and the paleo-environment. This analysis will include consultation with Native American representatives and/or local historical societies.

*If no resources encountered analysis is not required.*

*Task 8: Cultural Resources Monitoring Report Preparation  
(satisfies mitigation measure CUL-12)*

Whether or not there are any recovered cultural resources, final reports (one each for the archaeological and paleontological monitoring programs), will be prepared to document the methods and results of the monitoring, research, and curation to provide any insights regarding the past represented by the recovered resources. The reports will be submitted to the City and copies will be filed with the Eastern Information Center and Museums and remain on-file in CRM TECH's office, as required.

**PROJECT MANAGEMENT, MEETINGS, AND COORDINATION**

*Task 9: Project Management, Meetings, and Coordination*

This task includes project management, internal and external coordination, and attendance at the preconstruction meeting by representatives of WEBB, AMEC, and CRM Tech. We will review monitoring procedures (biological and cultural), protocols, and safety issues and determine the work schedule at the preconstruction meeting. This task assumes a four hour-preconstruction meeting and 18 hours for project management and coordination.

## **EXHIBIT "D"** **INSURANCE**

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

1. Minimum Scope of Insurance. Construction Management Professional shall maintain professional liability insurance appropriate to the Construction Management Professional's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Construction Management Professional's services or the termination of this Agreement. During this additional three (3) year period, Construction Management Professional shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Construction Management Professional shall maintain limits of professional liability insurance no less than \$1,000,000 per occurrence.

B. Other Provisions. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

C. Other Requirements. Construction Management Professional agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Construction Management Professional furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Construction Management Professional shall furnish certificates and endorsements from each subcontractor identical to those Construction Management Professional provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Construction Management Professional shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Construction Management Professional's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #1.8**  
**CONSENT CALENDAR**  
**Meeting Date: October 12, 2016**

---

**TO:** Mayor and City Council Members  
**FROM:** Dan York, Assistant City Manager  
**SUBJECT:** Consultant Service Agreement for Special District On-Call Services

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to execute the Consultant Services Agreements with Albert A. Webb Associates and with Spicer Consulting Group for On-Call Assessment Engineering/Special Tax Services.

**BACKGROUND:**

The City entered into a three-year Agreement with Albert A. Webb Associates April 10, 2013, for On-Call Assessment Engineering/Special Tax Services. Under this contract the City has satisfied the requirements for Annual Administration of Landscape and Lighting Maintenance District (L&LMD) 89-1-Consolidated (District) and Community Service Areas (CSA) 22, 103, and 142. Additionally, Webb filed the Annual Measure Z tax roll and formed Community Facility District (CFD – Services). Webb has provided satisfactory services over the past three years.

Staff prepared a Request for Proposal for a new three-year contract for similar services commencing Fiscal Year 2017-18. The City received five proposals from qualified firms. After review of the proposals, staff recommends executing two Agreements (an agreement to Albert A. Webb Associates and an Agreement to Spicer Consulting Group).

Webb has three years of prior history and an effective work-flow model for Annual Administration. Currently, Webb is in process of completing CFD-Services Annexation 9 (Wildomar Square). Webb is proposing a new project team than the previous team who served the City the past three years. The previous team the City was accustomed to working with recently left Webb and started Spicer Consulting Group.

Spicer Consulting Group (SCG) is a new start up firm consisting of the two seasoned members that serviced the Wildomar Assessment Engineering/Special Tax services over the past three years while employed with Webb. SCG is currently providing Assessment Engineering/Special Tax Services to the City of Lake Elsinore.

Staff will commence the Annual Engineer Reports for Fiscal Year 2017-18 assessments in January 2017. At that time, work orders in accordance with the Agreements will be issued to either or both firms depending on their workload and staffing.

**FISCAL IMPACTS:**

Payment for work associated with the performance of these contracts are included in the administration budget for each district (e.g. LLMD 89-1, CSA 22, 103, 142, Measure Z, CFD-Services).

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

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

- A. Agreement for Consultant Services (Webb)
- B. Agreement for Consultant Services (Spicer Consulting Group)

# **ATTACHMENT A**

**CONSULTANT SERVICES AGREEMENT**

**[FOR ON-CALL ASSESSMENT ENGINEERING, AND SPECIAL  
TAX SERVICES]**

**By and Between**

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

**and**

**Albert A. Webb Associates**

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF WILDOMAR, CALIFORNIA  
AND  
Albert A. Webb Associates**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 12<sup>th</sup> day of October, 2016 by and between the City of Wildomar, a municipal corporation (“City”) and Albert A. Webb Associates, a California Corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. City has sought, by *request for proposals*, the performance of the on-call *assessment engineering and special tax services* defined and described particularly in Section 2 of this Agreement.

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

C. Consultant was selected by the City on the basis of Consultant’s demonstrated competence and the Consultant qualifications necessary for the satisfactory performance of the services required.

D. Pursuant to the City of Wildomar’s Municipal Code, City has authority to enter into this Professional Services Agreement and the City Manager has authority to execute this Agreement.

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

**OPERATIVE PROVISIONS**

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of Section 20 “Termination of Agreement” of this Agreement, the Term of this Agreement is for **3 years** commencing on the date first ascribed above. The city maintains the option to extend the term for up to two – one year extensions.

## **SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.**

(a) Scope of Services. Consultant agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

## **SECTION 3. ADDITIONAL SERVICES.**

Consultant shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

## **SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed thirty-four thousand dollars (\$34,000), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. *Prior to Consultant commencing work on any Scope of Service, City shall issue a Work Order Notice to Proceed.*

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Professional contracts. Sub-Professional charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

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

## **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

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

## **SECTION 6. OWNERSHIP OF DOCUMENTS.**

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

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

## **SECTION 7. CONSULTANT'S BOOKS AND RECORDS.**

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years

from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

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

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

## **SECTION 8. INDEPENDENT CONTRACTOR.**

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

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

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

## **SECTION 9. STANDARD OF PERFORMANCE.**

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

members of Consultant's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Consultants work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

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

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

**SECTION 11. PREVAILING WAGE LAWS.**

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

**SECTION 12. NONDISCRIMINATION.**

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

**SECTION 13. UNAUTHORIZED ALIENS.**

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

**SECTION 14. CONFLICTS OF INTEREST.**

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

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

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

#### **SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

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

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

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **SECTION 16. INDEMNIFICATION.**

(a) Indemnification by Consultant. As provided under Civil Code Section 2782.8, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of Consultant services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and Consultants, and Consultant, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.

(b) Indemnification from Sub-consultants. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

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

## **SECTION 17. INSURANCE.**

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

## **SECTION 18. ASSIGNMENT.**

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities

who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

#### **SECTION 19. CONTINUITY OF PERSONNEL.**

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

#### **SECTION 20. TERMINATION OF AGREEMENT.**

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

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

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

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

#### **SECTION 21. DEFAULT.**

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

City may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

**SECTION 22. EXCUSABLE DELAYS.**

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

**SECTION 23. COOPERATION BY CITY.**

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

**SECTION 24. NOTICES.**

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

|                |  |
|----------------|--|
| To City:       | City of Wildomar<br>Attn: City Manager<br>23873 Clinton Keith Rd., Suite 201<br>Wildomar, CA 92595 |
| To Consultant: | Albert A. Webb Associates<br>3788 McCray Street<br>Riverside, CA 92506                             |

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

**SECTION 25. AUTHORITY TO EXECUTE.**

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

**SECTION 26. ADMINISTRATION AND IMPLEMENTATION.**

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Wildomar Municipal Code.

**SECTION 27. BINDING EFFECT.**

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

**SECTION 28. AMENDMENT.**

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Wildomar Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 29. WAIVER.**

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

**SECTION 30. LAW TO GOVERN; VENUE.**

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

**SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.**

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

**SECTION 32. ENTIRE AGREEMENT.**

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

**SECTION 33. SEVERABILITY.**

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

**SECTION 34. CONFLICTING TERMS.**

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

**CITY OF WILDOMAR**

---

Gary Nordquist  
City Manager

**ATTEST:**

---

Debbie A. Lee  
City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

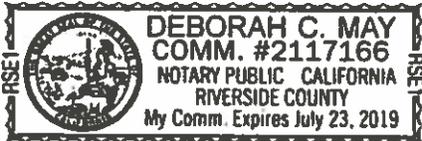
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )  
On October 3rd, 2016 before me, Deborah C May, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Heidi Lee Schoeppe  
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/(he)/their authorized capacity(ies), and that by his/(he)/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 Deborah C May  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

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

| <b>CAPACITY CLAIMED BY SIGNER</b>         |                      | <b>DESCRIPTION OF ATTACHED DOCUMENT</b> |
|---|----------------------|---|
| <input type="checkbox"/>                  | INDIVIDUAL           | _____                                   |
| <input type="checkbox"/>                  | CORPORATE OFFICER    | <b>TITLE OR TYPE OF DOCUMENT</b>        |
|   | _____                |   |
|   | <b>TITLE(S)</b>      |   |
| <input type="checkbox"/>                  | PARTNER(S)           | <input type="checkbox"/> LIMITED        |
|   |                      | <input type="checkbox"/> GENERAL        |
| <input type="checkbox"/>                  | ATTORNEY-IN-FACT     | _____                                   |
| <input type="checkbox"/>                  | TRUSTEE(S)           | <b>NUMBER OF PAGES</b>                  |
| <input type="checkbox"/>                  | GUARDIAN/CONSERVATOR |   |
| <input type="checkbox"/>                  | OTHER _____          | _____                                   |
|   | _____                | <b>DATE OF DOCUMENT</b>                 |
|   |                      |   |
| <b>SIGNER IS REPRESENTING:</b>            |                      | _____                                   |
| <b>(NAME OF PERSON(S) OR ENTITY(IES))</b> |                      | <b>SIGNER(S) OTHER THAN NAMED ABOVE</b> |
| _____                                     |                      |   |
| _____                                     |                      |   |

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_,

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(SIGNATURE OF NOTARY)

**OPTIONAL**

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

| <b>CAPACITY CLAIMED BY SIGNER</b>             |                                  | <b>DESCRIPTION OF ATTACHED DOCUMENT</b> |
|---|----------------------------------|---|
| <input type="checkbox"/> INDIVIDUAL           |                                  | _____                                   |
| <input type="checkbox"/> CORPORATE OFFICER    |                                  | TITLE OR TYPE OF DOCUMENT               |
| _____   | TITLE(S)                         |   |
| <input type="checkbox"/> PARTNER(S)           | <input type="checkbox"/> LIMITED | _____                                   |
|   | <input type="checkbox"/> GENERAL | NUMBER OF PAGES                         |
| <input type="checkbox"/> ATTORNEY-IN-FACT     |                                  |   |
| <input type="checkbox"/> TRUSTEE(S)           |                                  | _____                                   |
| <input type="checkbox"/> GUARDIAN/CONSERVATOR |                                  | DATE OF DOCUMENT                        |
| <input type="checkbox"/> OTHER _____          |                                  |   |

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Professional will perform the following Services:**

- A. Formation Services
- B. Annexation Services
- C. Administration Services
- D. For more detailed information, please refer to the Scope of Services found in WEBB's proposal.

**II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**

- A. CSAs: Annual Reports, levy audit maps, levy detail reports, resolutions, staff reports, prop 218 letters
- B. CFDs: RMAs, Fiscal Impact Analyses (as needed), levy audit maps, levy detail reports, resolutions, staff reports, budgets, AB 2109 reports, prop 218 letters
- C. LMDs: Engineer's Reports, levy audit maps, levy detail reports, resolutions, staff reports, prop 218 letters
- D. For more detailed information, please refer to the Scope of Services found in WEBB's proposal.

**III. During performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**

- A. Consultant will provide written updates to the City as needed to maintain constant and effective communication while Services are being performed.
- B. Consultant will provide enrollment reports following each year's annual enrollment.
- C. Consultant will provide Delinquency Summary and Detail reports at least three times on an annual basis.
- D.

**IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:**

- A. During the annual kickoff meeting, WEBB will meet with City staff to establish a timeline which details important upcoming deadlines for the enrollment process.
- B.
- C.
- D.

**V. Consultant will utilize the following personnel to accomplish the Services:**

- A. Heidi Schoeppe, Director (Principal-in-Charge)
- B. Charmaine McCarvel, Finance Manager (Project Manager)
- C. Jonathan Short, Assistant Financial Analyst (Financial Analyst)
- D. Richard Wall, Finance Manager (QA/QC Advisor)

**VI. Consultant will utilize the following subcontractors to accomplish the Services:**

- A. No subcontractors will be utilized by WEBB to accomplish the stated services.
- B.
- C.
- D.

**EXHIBIT "B"  
COMPENSATION**

**I. Consultant shall use the following rates of pay in the performance of the Services:**

|                                    |                  |
|------------------------------------|------------------|
| A. <u>LLMD 89-1C Annual Report</u> | <u>\$10,000*</u> |
| B. <u>CSA's Annual Report</u>      | <u>\$8,500*</u>  |
| C. <u>Measure Z Annual Report</u>  | <u>\$3,000*</u>  |
| D. <u>CFD Administration</u>       | <u>\$8,000*</u>  |
| E. <u>CFD Zone Annexation</u>      | <u>\$4,250**</u> |

\*Annual administration rates escalate at 2% per year

\*\*Annexation service fees are per Annexation and are paid from developer deposits

Please see attached Fee Schedule for Hourly Rates by Classification.

**II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the City Manager or his designee.**

**IV. The total compensation for the Services in accordance with Section 1, Term of Agreement shall not exceed \$34,000 for the initial year with the provision to escalate at 2% per year, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.**

# FEE SCHEDULE

| <u>CLASSIFICATION</u>  | <u>RATES<br/>S/HOUR</u> |
|--|-------------------------|
| <u>Engineers/Project Manager/Planners/Scientist/<br/>Assessment/Special Tax Specialists/Landscape Architects/Designers</u> |                         |
| Principal II.....  | 198.00                  |
| Principal I.....   | 190.00                  |
| Senior III.....  | 173.00                  |
| Senior II.....   | 162.00                  |
| Senior I.....  | 157.00                  |
| Associate III.....   | 149.00                  |
| Associate II.....  | 128.00                  |
| Associate I.....   | 122.00                  |
| Assistant V.....   | 105.00                  |
| Assistant IV.....  | 101.00                  |
| Assistant III.....   | 92.00                   |
| Assistant II.....  | 76.00                   |
| Assistant I.....   | 62.00                   |
| <br><u>Survey Services</u>   |                         |
| 3-Person Survey Party.....   | 242.00                  |
| 2-Person Survey Party.....   | 212.00                  |
| 1-Person Survey Party.....   | 130.00                  |
| Director of Survey.....  | 167.00                  |
| Manager of Field Operations.....   | 124.00                  |
| Survey Technician II.....  | 108.00                  |
| Survey Technician I.....   | 89.00                   |
| <br><u>Inspection Services</u>   |                         |
| Construction Manager.....  | 150.00                  |
| Inspector II.....  | 105.00                  |
| Inspector I.....   | 94.00                   |
| <br><u>Administrative Services</u>   |                         |
| Project Coordinator.....   | 86.00                   |
| Administrative Assistant III.....  | 72.00                   |
| Administrative Assistant II.....   | 62.00                   |
| Administrative Assistant I.....  | 46.00                   |
| <br><u>Other Direct Expenses</u>   |                         |
| Incidental Charges.....  | Cost                    |
| Postage and Telephone.....   | Cost                    |
| In-house Prints, Copies and Delivery.....  | Cost                    |
| Travel and Subsistence.....  | Cost                    |
| Special Consultant.....  | 250.00/Hour             |
| Expert Witness Testimony and Preparation.....  | 375.00/Hour             |
| Consultant Time Relative to Legal Action.....  | 325.00/Hour             |
| GIS License Fee.....   | 39.00/Hour              |
| Subcontracted Services.....  | Cost + 15%              |
| Survey/Inspector Vehicle.....  | 0.77/Mile               |
| Mileage.....   | 0.68/Mile               |

NOTE: All rates are subject to change based on annual inflation and cost of living adjustments.

\*A FINANCE CHARGE of one and one half percent (1-1/2%) per month (18% per year) will be added to any unpaid amount commencing thirty (30) days from date of invoice. A mechanic's lien may be filed for any invoice remaining unpaid after thirty (30) days from date of invoice.

## **EXHIBIT "C" INSURANCE**

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

1. Minimum Scope of Insurance. Consultant shall maintain Consultant liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The Consultant liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional three (3) year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Consultant shall maintain limits of Consultant liability insurance no less than \$1,000,000 per occurrence.

B. Other Provisions. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

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

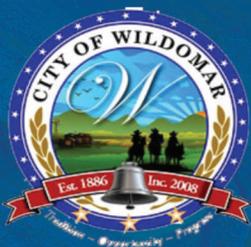
3. The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.



PROPOSAL TO PROVIDE

# ON-CALL ASSESSMENT ENGINEERING SPECIAL TAX SERVICES

Prepared for



September 15, 2016





**Corporate Headquarters**

3788 McCray Street  
Riverside, CA 92506  
T: 951.686.1070

**Palm Desert Office**

41-990 Cook St., Bldg. I - #801B  
Palm Desert, CA 92211  
T: 951.686.1070

**Murrieta Office**

41391 Kalmia Street #320  
Murrieta, CA 92562  
T: 951.686.1070

September 15, 2016

City of Wildomar

Attn: Dan York, Assistant City Manager

23873 Clinton Keith Road, Suite 201

Wildomar, CA 92595

**RE: Proposal to Provide On-Call Assessment Engineering/Special Tax Services**

Dear Mr. York:

The City of Wildomar (City) needs a trusted and reliable consultant to provide assessment engineering services, community facilities district services, and fiscal impact analyses for new development in the City. As the City's partner, Albert A. Webb Associates (WEBB) will provide these services with the utmost quality and accuracy. For years, WEBB has partnered with the City to provide excellent administration and consulting services, therefore, we have an exemplary understanding of the requirements outlined in this Request for Proposal (RFP).

Your proposed team, as outlined in our proposal, will provide the City with exceptional technical capabilities, in-depth knowledge of our industry, responsiveness to the City's needs, sound professional standards, highly qualified staff, and the wisdom of experience. With the most recent team transition, WEBB has provided the City with a fresh look regarding verbiage and processes previously used, providing a layer of added value. WEBB is devoted to continue coordination with the City and to be an expert resource for all the City's needs.

**Differentiators**

WEBB offers the following distinguishable qualities to the City:

- WEBB has extensive experience and background knowledge in providing administration and consulting services to the City including CFDs, CSAs, and LLMDs, and in managing the unique complexities of each
- WEBB utilizes cutting edge technology through the integration of our in-house GIS platform and proprietary WebbSTAR™ software, which allows us to visually audit all data and provide the City the most up-to-date parcel information



## **Differentiators (Continued)**

- WEBB has a comprehensive list of services in-house, proven experience in all areas, and excellent project management approach with a focus on client service and communication

Due to our close proximity, WEBB is immediately accessible and flexible to the City. WEBB prides itself on serving as an extension of City Staff. Our intimate knowledge of the City's practices, regulations, standards, and proven history of experience will ensure efficient and fluid management for all projects. The City and this project will continue to be a priority within our organization. Please contact me at the number provided below or your Project Manager, Charmaine McCarvel, at (951) 320-6069 with any questions you may have regarding this proposal.

**WEBB accepts the terms, conditions, and general form of the City of Wildomar's standard Consultant Services Agreement.**

Sincerely,

A handwritten signature in blue ink that reads "Heidi Schoeppe". The signature is written in a cursive, flowing style.

Heidi Schoeppe, Director

Principal-in-Charge

heidi.schoeppe@webbassociates.com

951.320.6087

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# SECTION 1 - FIRM OVERVIEW

WEBB has consistently provided civil engineering and planning services to public and private sector clients throughout Inland Southern California for 70 years. This means that the City receives the benefit of a financially stable firm that has successfully overcome many rough economic times. WEBB is a mid-size, single-source consulting firm with over 160 associates. A third of our associates have over 10 years with the firm and the in-house expertise to address the needs of cities, water and special districts, counties, regional agencies, and our partner firms within the industry. The partnership with our clients, coupled with our mission of “integrity in our dealings with clients, employees, public officials, and the public” is what makes WEBB a high quality consulting firm. *With over 56 years of municipal finance services provided, the expertise, training, and experience of our staff allow us to provide a high-level of service to the City.*

WEBB’s Municipal Finance Department was formed in 1960 to offer a valuable service including formation assistance, tax roll billing, and annual administration of special districts on behalf of government agencies. Our services are focused in the following areas of expertise:

|                                    |   |   |
|------------------------------------|---|---|
| <b>MF</b> Municipal Finance        | <b>ME</b> Municipal Engineering                 | <b>LA</b> Landscape Architecture          |
| <b>LD</b> Land Development         | <b>PE</b> Planning & Environmental              | <b>GIS</b> Geographic Information Systems |
| <b>SE</b> Stormwater Engineering   | <b>CMI</b> Construction Management & Inspection |   |
| <b>TT</b> Traffic & Transportation | <b>LSM</b> Land Survey & Mapping                |   |

We have the in-house expertise to address the needs of cities, water and special districts, counties, regional agencies, municipal finance agencies, residential developers, commercial/industrial developers, and our partner firms within the industry. The firm’s accomplishments are evident in regional infrastructure systems, planning programs, and land developments of various sorts. Today, we continue that tradition of shaping our community by offering a broad range of services that enable WEBB to meet the objectives of our clients - from project development, planning and design through entitlement, funding, permitting, construction management, and ongoing maintenance and operation.

Below is a table providing a breakdown of the in-house services WEBB’s Municipal Finance Team provides.

## In-House Special Assessment and Tax Services Offered by WEBB

### FORMATION SERVICES

- Special Tax Consulting
- Assessment Engineering
- Prepare and Record Boundary Maps & Assessment Diagrams
- Rate and Method Preparation
- Cost Estimates
- Assessment Spread and Tax Allocation
- Engineer’s Report
- Prepare and Record Notice of Assessment/Special Tax Lien
- Official Statement Preparation Assistance
- Reassessment District Reports
- Notices of Public Hearings
- Proposition 218 Compliance
- Ballot Preparation, Mailing, and Tabulation
- Debt Service Reports Amortization Schedules
- Bond Payoff Schedules
- Debt Limit Reports under the 1931 Act

### ADMINISTRATION SERVICES

- Close-out Analysis at District Maturity
- Annual Levy Preparation
- Attend City Council/Board Meetings
- Budget Analysis
- Monitor Fund Balances
- Delinquency Monitoring & Management
- Initiation of Foreclosure Process
- Bond Call Analysis and Preparation
- Annual Engineer’s Report
- Prepare and Disseminate Annual Disclosure Report
- CDIAC Reporting Compliance
- Annexations
- Parcel Apportionment
- Bond Payoff Calculations
- Identification and Evaluation of Financing Alternatives
- Refunding Analysis
- Public Information Services

## SECTION 2 - PROJECT TEAM

The WEBB Team consists of senior level professionals who consistently provide these services on a regular basis. An experienced professional will always have in-depth knowledge of each project task. This improves overall project management, reduces the opportunity for costly mistakes and delays, and allows our staff to continue to provide very effective and efficient services to the City.

### ORGANIZATIONAL CHART

The following provides an overview of the key personnel that will be responsible for the City's project.



# PROJECT MANAGER OVERVIEW

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**Charmaine McCarvel**  
Finance Manager

*“You will not find a team that has more knowledge, background, technical expertise, and the experience of working collaboratively on recent successful projects that have direct relevance to the support the City is seeking than you find with this project team.”*

*- Charmaine McCarvel*

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## Project Manager Highlights

- 13 years of pertinent experience with WEBB
- Results-oriented, "hands-on" professional
- Has successfully worked with all team members
- Well-versed in principles & practices of municipal finance

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Charmaine McCarvel, Finance Manager at WEBB, assists municipalities with administration, formation, financing and consulting services for their special districts. Her efforts help ensure that districts continue to receive appropriate tax funding to provide much-needed community services and infrastructure.

Charmaine offers deep expertise in 1972 Act Landscaping and Lighting Maintenance Districts (LMDs), 1915 Act Assessment Districts (ADs), Community Facilities Districts (CFDs), Community Services Districts, and 1982 Act Benefit Assessment Districts. She has provided a full range of services, including Proposition 218 compliance, for nearly 40 special districts benefiting municipalities within two Southern California counties. Charmaine currently serves as Project Manager for the City of Chino, several other cities, and two water districts.

## Relative Project Experience - *Additional project experience available upon request*

- City of Chino - Administration Services
- City of Temecula – Administration Services
- City of Desert Hot Springs - Administration and Annexation Services
- City of Corona – Administration, Formation, and Annexation Services
- City of Redlands – Administration and Annexation Services
- City of Ontario – Administration Services
- City of Norco – Administration Services
- Western Municipal Water District – Administration Services
- Mission Springs Water District – Administration and Formation Services



**Heidi Schoeppe**  
Director - Municipal Finance

**EDUCATION**  
MS, Finance  
San Diego State University

BS, Business Administration  
California State University, San Marcos

**YEARS OF EXPERIENCE**  
12

Heidi serves as Director of WEBB's Municipal Finance Department, providing District Administration and Consulting Services to municipalities in California for their special financing districts. She has developed expertise in administering special districts including the 1972 Act Landscaping and Lighting Maintenance Districts, 1915 Act Assessment Districts, Community Facilities Districts, and 1982 Act Benefit Assessment Districts. She has provided full formation, administration, district auditing, infrastructure financing and refinancing, constituent relations, and consulting services including Proposition 218 for hundreds of Special Districts within 11 California counties.

With her team, Heidi works as an extension of staff by providing seamless program management services for municipalities with numerous Special Districts. As Principal-in-Charge, Heidi has been the lead on many formation projects, debt issuances, complex bond refinancing's, special projects, and various consulting services for many public agencies.

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### **Relative Project Experience - *Additional project experience available upon request***

- City of Chino - Administration and Consulting Services for Special Districts
- Eastern Municipal Water District - Formation, Administration, Bond Issuance and Refinancing, and Program Management Services for Special Districts
- Coachella Valley Water District - Formation and Administration Services
- City of Temecula - Formation, Administration, and Consulting Services
- City of Desert Hot Springs - Formation, Administration, and Annexation Services
- City of Tustin - Administration, Formation, and Program Management Services
- Edgemont Community Services District - Administration and Formation Services



**Jonathan Short**  
Assistant Financial Analyst

**EDUCATION**  
BS, Business Administration  
California State Polytechnic University, Pomona

**YEARS OF EXPERIENCE**  
1

As an Assistant Financial Analyst, Jonathan provides district administration and formation services to municipalities throughout Southern California for special financing districts. Jonathan spent eight years in the United States Marine Corps gaining invaluable experience in leadership, work ethic, and attention to detail.

Since joining WEBB in 2015, Jonathan has assisted in the administration and formation of 1915 Act Assessment Districts and Community Facilities Districts. For the fiscal year 2016-17, he participated in the placement of more than 248,000 charges generating roughly \$20 million in special financing revenues.

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**Relative Project Experience - *Additional project experience available upon request***

- City of Wildomar - Formation, Administration, and Annexation Services
- City of Atascadero - Formation Services
- City of Riverside - Formation and Administration Services
- County of Riverside - Formation and Administration Services



**Richard Wall**  
Finance Manager

**EDUCATION**  
BA, Business Administration  
California State University, San Bernardino

**YEARS OF EXPERIENCE**  
3

Richard provides formation, annexation, and annual administration services for special financing districts that benefit municipalities throughout Southern California - helping agencies finance public facilities, public safety, and the maintenance of public improvements including landscaping, lighting, street, and other essential improvements.

Richard joined WEBB in 2014 and has nearly a decade of analytical experience in multiple industries. This has helped him assist in WEBB's administration of a wide range of districts including 1915 Act Assessment Districts, 1982 Community Facilities Districts, Community Service Areas and 1972 Act Landscaping and Lighting Maintenance Districts. In the Fiscal Year 2016-17, he has been responsible for the enrollment of more than 579,113 charges, generating more than \$32.2 million in special financing revenues.

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**Relative Project Experience - *Additional project experience available upon request***

- City of Menifee - Formation, Annexation, Administration, and Consulting Services
- City of Beaumont - Formation, Administration, and Consulting Services
- City of Lake Elsinore - Formation, Administration, and Consulting Services
- County of Riverside Flood Control and Water Conservation District - Administration Services
- Hi-Desert Water District - Formation and Administration Services



### **Administration, Formation, and Annexation Services** **City of Wildomar**

**Client Contact:** Dan York, Assistant City Manager  
City of Wildomar  
951.677.7751  
dyork@cityofwildomar.org

WEBB currently provides full administration services for the City's various special districts consisting of one Community Facilities Districts with ten Tax Zones, three Community Service Areas (22, 103, and 142), and Landscape and Lighting Maintenance District 89-1C which contains 11 separate zones of benefit and nine street lighting zones of benefit, for which approximately 21,080 charges were placed on the tax roll for the Fiscal Year 2016-17, totaling over \$1 million in special financing revenues. WEBB formed the City's Services Community Facilities District and continues to annex properties on a regular basis. Services provided for the City of Wildomar are outlined below:

#### **Administration Services**

WEBB provides full administrative services including researching parcel and land use changes, building permit activity, calculation of assessment rates and special tax rates, annual budget preparation, fund balance analysis, preparation of preliminary and final engineer's reports, preparation of Community Service Area Annual reports, preparation of City Council resolutions and staff reports, calculation and enrollment of special assessments and special taxes to the Riverside County Auditor-Controller, preparation and review of maps and exhibits including levy audit maps, fiscal impact analysis, public information services, meetings with City staff, attendance at City Council meetings as requested, Sand various other special projects as requested. Overall we strive to position ourselves as an extension of staff being relied on for any and all City needs.

#### **Formation Services**

Our CFD formation services includes establishment of the timeline for the formation process, the creation of the tax rate structure, preparation of the Rate and Method of Apportionment of Special Tax, preparation of the resolutions, and staff reports required for the proceedings. In addition, WEBB provides annual projections of tax revenues to generate sufficient funds to meet the cost of maintenance demands as well as the establishment of a reserve and operating fund. With the assistance of our GIS personnel, we prepare and record the boundary maps on the City's behalf. WEBB prepares the CFD Report outlining the proposed services to be maintained. Lastly, WEBB prepares and records the Notice of Special Tax Lien. Our formation team participates in all meetings with City Staff and other members of the formation team either in person or by conference call, in addition to all City Council meetings.

#### **Annexation Services**

Our Maintenance Services CFD annexation services includes reviewing the improvement plans and maintenance quantities provided by the City and the developer, including streetlight plans, landscape plans, and materials necessary to determine the annual cost for providing the appropriate level of maintenance services, as conditioned by the City. In coordination with City Staff, legal counsel, and the developer, WEBB confirms the schedule of events and prepares a timeline for the annexation process. Through the implementation of our GIS platform, we prepare and record the Annexation Boundary Map. WEBB establishes the appropriate maintenance category and special tax rate per residential unit or acre, based on the appropriate land use category and per the Rate and Method of Apportionment. WEBB prepares a list of the property owner names and acreages for the City's legal counsel so they may obtain a certificate from the Registrar of Voters confirming whether there are, or are not, registered voters within the boundaries of the annexation. We participate in all meetings with City Staff regarding the annexation, and attend the City Council meetings to present testimony and respond to public comment, if needed. Lastly, we prepare and record the Notice of Special Tax.



## Formation, Administration, and Annexation Services

### City of Desert Hot Springs

**Client Contact:** Joe Tanner, Administrative Services Director  
City of Desert Hot Springs  
760.329.6411 ext. 234  
jtanner@cityofdhs.org

WEBB provides a full complement of Special District Services for the City of Desert Hot Springs' Citywide Landscaping and Lighting District, Drainage Benefit Assessment District containing 17 zones, Landscape Maintenance District containing 18 zones, three Assessment Districts, two Community Facilities Districts, two public safety measure tax districts, and three tax roll billings for disposal and nuisance abatement services. In aggregate, 13,877 parcels are administered and maintained in our database.

### Formation Services

Our formation work includes coordinating the cost of facilities to be constructed with the Public Works Department, or with a Developer, or the Developer's consultant. WEBB projects the planned built out scenarios to determine taxing capabilities in order to maintain the taxing limits outlined by the City's policies. In addition, WEBB provides projections of tax revenues to ensure sufficient funds will be generated to meet debt service, as well as a back-up tax to be included in the preparation of the Rate and Method of Apportionment (RMA) of Special Tax. Through the implementation of our GIS platform, we prepare and record the Districts' boundary maps. We then prepare the CFD Reports outlining the proposed facilities to be financed and/or maintained. Lastly, we prepare and record the Notice of Special Tax Lien. Our formation team participated in all meetings with City Staff from the Public Works Department and other members of the formation team either in person or by conference call, and City Council meetings.

### Parcel Audit Services

WEBB performed a Parcel Audit of the Public Safety Measure Tax (PTAX) area for the purpose of determining whether or not all eligible parcels were taxed accurately for consecutive Fiscal Year Levies. Our analysis determined there were properties not levied correctly as follows; i) many properties eligible to be taxed were not levied for one or both fiscal years; ii) the application of the residential vacant classification was not in accordance to the approved rate from the ordinance; iii) many properties were levied incorrectly due to being assigned a land use classification not consistent with either the use code assigned by the County or the approved land use designation consistent with the City's General Plan Map; iv) and properties were assigned an incorrect acreage value. We determined a total of \$435,678 in eligible corrections for the two years levy of the PTAX.

### Administration Services

WEBB provides full administrative services including data maintenance, preparation of the annual Engineer's Reports, preparation of Resolutions ordering the levy collection of assessments, preparation of staff reports, annual levy preparation and submission to the Auditor-Controller's Office, the researching of exceptions, reconciliation of the total levy submitted amount compared to the enrolled amounts, preparation of an annual levy report for use by the client, etc.

### Annexation Services

Our Maintenance Services CFD annexation work includes reviewing the improvement plans and maintenance quantities provided by the City and the developer, which includes streetlight plans, landscape plans, and materials necessary to determine the annual cost for providing the appropriate level of maintenance services, as conditioned by the City. In coordination with City Staff, legal counsel, and the developer, WEBB confirms the schedule of events and prepares a timeline for the annexation process. Through the implementation of our GIS platform, we prepare and record the Annexation Boundary Map. WEBB establishes the appropriate maintenance category and special tax rate per residential unit or acre, based on the appropriate land use category and per the Rate and Method of Apportionment. WEBB prepares a list of the property owner names and acreages for the City's legal counsel so they may obtain a certificate from the Registrar of Voters confirming whether there are, or are not, registered voters within the boundaries of the annexation. We participate in all meetings with City Staff regarding the annexation and attend the City council meetings to present testimony and respond to public comment, if needed. Lastly, we prepare and record the Notice of Special Tax Lien.



## Administration, Formation, and Annexation Services City of Menifee

**Client Contact:** Bruce Foltz, Finance Director  
City of Menifee  
951.639.1368  
bfoltz@cityofmenifee.us

WEBB currently performs full administrative services for the City's various special districts consisting of five Community Facilities Districts, six Community Service Areas, and two Lighting and Landscaping Maintenance Districts, for which approximately 37,328 charges were placed on the tax roll for the Fiscal Year 2016-17, totaling over \$3.4 million in special financing revenues. WEBB formed the City's Maintenance Services Community Facilities District and continues to annex properties on a regular basis. Services provided for the City of Menifee include researching parcel and land use changes, building permit activity, calculation of assessment rates and special tax rates, annual budget preparation, fund balance analysis, preparation of preliminary and final engineer's reports, preparation of Community Service Area Annual reports, preparation of City Council resolutions and staff reports, calculation and enrollment of special assessments and special taxes to the Riverside County Auditor-Controller, preparation and review of maps and exhibits including levy audit maps, fiscal impact analysis, property owner inquiries, and various other special projects as requested.

### Administration Services

WEBB provides full administrative services including data maintenance, annual levy calculation and enrollment, GIS and audit mapping, preparation of an annual levy report, budget analysis, preparation of City Council resolutions and staff reports, public information services, meetings with City Staff, and attendance at City Council meetings as requested. Overall we strive to position ourselves as extension of staff being relied on for any and all City needs.

### Formation Services

Our CFD formation services includes establishment of the timeline for the formation process, the creation of the tax rate structure, preparation of the Rate and Method of Apportionment of Special Tax, preparation of the resolutions and staff reports required for the proceedings. In addition, WEBB provides annual projections of tax revenues to generate sufficient funds to meet the cost of maintenance demands as well as the establishment of a reserve and operating fund. With the assistance of our GIS personnel, we prepare and record the boundary maps on the City's behalf. WEBB prepares the CFD Report outlining the proposed services to be maintained. Lastly, WEBB prepares and records the Notice of Special Tax Lien. Our formation team participates in all meetings with City personnel and other members of the formation team either in person or by conference call, in addition to all City Council meetings.

### Annexation Services

Our (Maintenance Services) CFD annexation services includes reviewing the improvement plans and maintenance quantities provided by the City and the developer, including streetlight plans, landscape plans, and materials necessary to determine the annual cost for providing the appropriate level of maintenance services, as conditioned by the City. In coordination with the City Staff, legal counsel, and the developer, WEBB confirms the schedule of events and prepares a timeline for the annexation process. Through the implementation of our GIS platform, we prepare and record the Annexation Boundary Map. WEBB establishes the appropriate maintenance category and special tax rate per residential unit or acre, based on the appropriate land use category and per the Rate and Method of Apportionment. WEBB prepares a list of the property owner names and acreages for the City's legal counsel so they may obtain a certificate from the Registrar of Voters confirming whether there are, or are not, registered voters within the boundaries of the annexation. We participate in all meetings with City Staff regarding the annexation, and attend the City Council meetings to present testimony and respond to public comment, if needed. Lastly, we prepare and record the Notice of Special Tax.



## Formation, Debt Issuance, Administration, and Program Management Services for Special Districts Eastern Municipal Water District

**Client Contact:** Charles Turner, Director of Finance  
Eastern Municipal Water District  
951.928.3777  
turnerc@emwd.org

WEBB recently assumed and is seamlessly transitioning the annual administration for all Eastern Municipal Water District (EMWD) Community Facilities Districts (CFDs). In addition to formation services and comprehensive administration services for all Districts, WEBB also performed parcel audit services for all newly assumed Districts and taken on the role of Program Manager for EMWD's entire book of CFD work.

### Parcel Audit Services

WEBB previously performed levy and parcel audit services on 12 newly assumed districts using our WebbSTAR™ software and our in-house GIS Platform. The levy and parcel audits resulted in corrections to many constituent tax bills. Each of the audited CFDs had a minimum of one parcel levied differently from other parcels within the same classification for the prior fiscal year levy.

### Program Management Services

WEBB recently teamed with EMWD to head up a CFD Management Program with the primary objective providing EMWD with an understanding of projects and activities as they relate to the areas of administration, formation/consulting, change proceedings, and bond sales. WEBB receives and manages requests for all CFD related requests, including formation of new CFD's, amending the structure of an existing CFD, Joint Community Facilities Agreement (JCFA) requests, and requests to issue CFD bonds from developers and/or their consultants.

### Formation Services

Our CFD formation work includes coordination of the cost of facilities to be constructed with the developer or the developer's consultant. WEBB projects the planned built-out scenarios to determine taxing capabilities, taking into consideration any overlapping debt in order to maintain the taxing limits outlined by EMWD's policies and procedures. In addition, WEBB provides projections of tax revenues to ensure sufficient funds would be generated to meet debt service as well as a back-up tax to be included in the preparation of the Rate and Method of Apportionment (RMA) of Special Tax. With the assistance of our GIS personnel, we prepare and record the Districts' boundary maps. WEBB prepares the CFD Reports outlining the proposed facilities to be financed and/or maintained. Lastly, we prepare and record the Notice of Special Tax Lien. Our formation team participates in all meetings with EMWD Staff and other members of the formation team either in person or by conference call, and attends public board meetings.

### Administration Services

WEBB provides full administrative services including data maintenance, annual levy preparation and submission, preparation of an annual levy report for use by the client, budget analysis, delinquency monitoring and management, bond fund tracking, bond call preparation and services, annual continuing disclosure report preparation, special tax prepayment calculations (if allowed) and release of lien(s), public information services, Notices of Special Tax, CDIAC reporting compliance, other state mandated reporting, attendance at District board meetings as requested, and many other functions as needed.

### Bond Issuance and Refinancing

WEBB functions as the District's program manager in reviewing proposed bond issuances and refinancing. Once approved, WEBB works with the financing team to research, compile, and analyze appropriate data to generate tables for inclusion in the preliminary and final bond offering statements. WEBB also reviews and provides comments to all bond issuance related documents and assists in any analysis and presentations for credit ratings on an as-needed basis. Additionally, WEBB provides a signed statement of coverage as security for bond issuance and refinancings.



## Administration and Consulting Services for Special Districts City of Chino

**Client Contact:** Nada Repajic, Management Analyst  
City of Chino  
909.464.8392  
nrepajic@cityofchino.org

WEBB performs full administrative services for the City's Community Facilities Districts (CFDs) and Landscape Lighting Districts (LMDs).

### Administration Services

Administration Services pertaining to the LMDs include budget analysis, preparation of the Annual Engineers Report, data maintenance and annual levy preparation, reserve monitoring, analysis and recommendation for Proposition 218 compliance proceedings, public information services, and attendance at City Council meetings as requested. WEBB's work also includes collection and review of data related to the assessment methodology, calculation of annual assessment charges and preparation of annual assessment roll, and preparation and recordation of annexation maps.

Administration Services pertaining to the CFDs include delinquency management analysis and reporting, annual budget preparation, fund balance analysis, tracking parcel/district development, levy audit map preparation, preparation of Continuing Disclosure and CDIAC Reports, SB 165 compliance, coordination of arbitrage rebate calculations, and property owner services. WEBB has also prepared partial and full prepayment calculations at the request of developers for new homes to allow for the ability to market and sell at lower effective tax rates. WEBB subsequently prepared the associated bond redemption analysis.

### Consulting Services

WEBB provided consulting for the City of Chino's Special Tax Districts. In this role, WEBB performed Community Facilities District Formation Consulting Services including tax rate analysis, RMA and boundary map preparation, infrastructure financing services, Community Facilities District annexation services including feasibility, budget analysis, and boundary map preparation, Community Facilities District and Assessment District defeasance services, Community Facilities District refunding services, and other various special projects on an as-needed basis.

### Formation Services

WEBB worked with the City to complete three CFD formations. CFD formation services includes determination of the tax rate structure in line with the City's goals and policies and the preparation of the Rate and Method of Apportionment (RMA) of Special Tax. In addition, WEBB provides projections of tax revenues to ensure sufficient funds would be generated to meet debt service as well as a back-up tax to be included in the RMA. With the assistance of our GIS personnel, we prepare and record the boundary maps on the City's behalf. WEBB reviews the CFD Reports outlining the proposed facilities and services to be financed and/or maintained. Lastly, WEBB records the Notice of Special Tax Lien. Our formation team participates in all meetings with City personnel and other members of the formation team either in person or by conference call, in addition to all City Council meetings.

### Bond Issuance

WEBB worked with the City Financing Team to complete six new money bond issuances along with two multiple CFD refinancings. In their role, WEBB provides analysis and data for bond offering documents and reviews all pertinent bond documentation.



## Administration and Formation Services

### City of Temecula

**Client Contact:** Jennifer Hennessy, Finance Director

City of Temecula

951.693.3945

[jennifer.hennessy@cityoftemecula.org](mailto:jennifer.hennessy@cityoftemecula.org)

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WEBB currently performs full administrative services consisting of six Community Facilities Districts, one Assessment District, three service levels for Temecula Community Services District, one city-wide parks and lighting tax, and one city-wide recycling/refuse tax for the City, for which approximately 106,171 charges were placed on the tax roll for the Fiscal Year 2015-16, totaling over \$21.2 million in special financing revenues. WEBB is currently providing services for the formation of another CFD within the City. Services provided for the City of Temecula include researching parcel and land use changes and building permit activity to establish the current assessment rates and levies, annual budget preparation, fund balance analysis, preliminary and final engineer's reports, preparing City Council resolutions, annual calculation and submission of special taxes to the Riverside County Auditor-Controller, mapping and exhibits including levy audit map preparation and review, CDIAC and annual disclosure reporting, property owner inquiries, and various other special projects as requested.

### Administration Services

WEBB provides full administrative services including data maintenance, annual levy preparation and submission, preparation of an annual levy report for use by the client, budget analysis, delinquency monitoring and management, bond fund tracking, bond call preparation and services, annual continuing disclosure report preparation, special tax prepayment calculations and release of lien(s), public information services, Notice of Special Tax preparation, CDIAC and SB 165 reporting compliance, and attendance at City Council meetings as requested.

### Formation Services

Our CFD formation work includes determination of the tax rate structure in line with the City's goals and policies and the preparation of the Rate and Method of Apportionment (RMA) of Special Tax. In addition, WEBB provides projections of tax revenues to ensure sufficient funds would be generated to meet debt service as well as a back-up tax to be included in the RMA. With the assistance of our GIS personnel, we prepare and record the boundary maps on the City's behalf. WEBB reviews the CFD Reports outlining the proposed facilities and services to be financed and/or maintained. Lastly, WEBB records the Notice of Special Tax Lien. Our formation team participates in all meetings with City Staff and other members of the formation team either in person or by conference call, in addition to all City Council meetings.

### Bond Issuance and Refinancing

WEBB works with the financing team to research, compile, and analyze appropriate data to generate tables for inclusion in the preliminary and final bond offering statements. WEBB also reviews and provides comments to all bond issuance related documents and assists in any analysis and presentations for credit ratings on an as-needed basis. Additionally, WEBB provides a signed statement of coverage as security for bond issuance and refinancings.



## **Administration and Formation Services**

### **Coachella Valley Water District**

**Client Contact:** Amy Aguer, Controller  
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aaguer@cvwd.org

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WEBB recently assumed formation and administration services for all Coachella Valley Water District (CVWD) Assessment Districts (ADs) and Community Facilities Districts (CFDs). CVWD's ADs and CFDs finance the construction and acquisition of facilities. While transitioning administration services, WEBB performed extensive parcel audit services of all ADs and CFDs to ensure each AD and CFD is administered correctly going forward, including an accurate enrollment. In October 2015, WEBB completed formation of the second CVWD Community Facilities District.

### **Administration Services**

WEBB currently provides administration services for five CVWD ADs and two CFDs. WEBB's administration services for CVWD include, but are not limited to annual levy preparation, budget analysis, fund balance monitoring, delinquency management, foreclosure proceedings, parcel research, handling property owner inquiries, bond call analysis and preparation, preparation and dissemination of Annual Continuing Disclosure Reports, CDIAC reporting compliance, and close-out analysis at district maturity. WEBB assumed administration for a CVWD AD struggling to satisfy its debt service obligations due to the real estate downturn from 2007 through 2009. After WEBB performed its comprehensive parcel audit and delinquency management services, the problematic AD is now capable of satisfying its current and future debt service obligations.

### **Formation Services**

WEBB's formation work for CVWD includes coordination with the developer or developer's consultant regarding the costs of facilities to be constructed for and financed by the CFD. To ensure each CFD is formed within the appropriate taxing limits, WEBB projects the planned build-out scenarios and factors of all overlapping debt. WEBB also provides projections of tax revenues to certify sufficient funds are generated by the taxable property to satisfy all debt service obligations. In addition, WEBB prepares the Rate and Method of Apportionment of the Special Tax in coordination with the formation team. With the assistance of our GIS department, WEBB prepares and records the CFD's boundary map. WEBB prepares the CFD Report that outlines the types of facilities to be financed as well as the total cost of the facilities. Finally, after the public hearing, WEBB records the Notice of Special Tax Lien with Riverside County. Throughout the formation process, WEBB participates in all meetings with CVWD personnel and other members of the formation team, either in person or by conference call, in addition to attending all board meetings.

## SECTION 3 - HISTORY & QUALIFICATIONS

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### PROJECT UNDERSTANDING

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WEBB understands the requirements outlined in the Request for Proposal (RFP) in providing On-call Assessment Engineering/Special Tax Services for the City of Wildomar's (City) Special Districts. These Special Districts include L&LMD 89-1-C, CSA 22 (Lighting), CSA 103 (Drainage), CSA 103 (Lighting), CSA 142 (Lighting), and CFD 2013-1 (Services) - *Audit Maps are included in Appendix B*. The City also currently administers the Parks Special Tax. Our scope of services includes, but is not limited to:

- Community Facilities District Administration Services
- Landscape and Lighting District Administrative Services
- Assessment Engineering Services
- Delinquency Management Services
- Program Management Services
- Consulting Services

WEBB possesses the experience the City requires, as well as a solid approach in addressing all potential concerns that may be faced regarding the annual administration of each type of Special District.

To provide these services, accurate information is critical. The consultant providing these services to the City must operate as an extension of City Staff. Mistakes can be costly and without effective and efficient communication, mistakes will occur. The only way to accomplish this is through a close working relationship and constant communication with City Staff, legal counsel, and the team of consultants at all times.

WEBB understands what is required to properly administer these Special Districts. Our team has the experience and history necessary to provide accurate and efficient services. WEBB possesses a solid approach in addressing all of the concerns the City faces regarding the annual administration of all current and future Special Districts. We hold the philosophy that in order to be a value-added administrator of these Special Districts, the consultant must:

- Effectively communicate with City Staff
- Provide a comprehensive list of services
- Demonstrate proven experience
- Possess the technical capabilities to provide accurate calculation of the special assessments and taxes and placement of the charges on the rolls

WEBB's special district administrative services are comprehensive and of the highest quality. Our approach to the administration process has developed through years of service. WEBB is prepared to offer the City exceptional technical capabilities, in-depth knowledge of our industry, and timely responsiveness to the City's needs. We have a comprehensive list of services that include property related data research, review of data/information related to all Special Districts, levy audit map preparation and analysis, annual special assessment preparation analysis, comprehensive delinquency research and reporting services, report document preparation and dissemination, including preliminary and final engineer's reports, district formation and infrastructure financing, a variety of special projects on an as-needed basis, and access to various reports produced by our proprietary WebbSTAR™ system.

WEBB's senior level professionals have administered all types of Special Districts and possess a thorough understanding of the specific nuances that exist with each of the City's Special Districts. Our associates are key members to the team and are the individuals who produce the work product as well as act as the primary client contact for the City. It is through this operation model that WEBB can provide the highest level of service possible to the City.

Our unique approach to administration services and program management will provide optimal results for the City. The City will benefit from the expertise and technical capabilities possessed by the project team, including timely

responsiveness that is consistent with the services we currently provide. In addition, the City will have access to the many technological and engineering resources WEBB has as a result of being a full service engineering firm.

All WEBB team members are involved in every project and are available for comments, questions, and discussions at any frequency as requested by the City. Our approach allows us to build a relationship and allow for ease in discussion of any potential issues that may arise and immediately provide quick and efficient resolutions.

As a full service engineering firm, WEBB has the full technical capabilities that are extremely beneficial to the City and City Staff. We possess a tremendous amount of resources and have committed them to our Municipal Finance Department to provide exceptional administrative services. These resources include shape file data supporting our in-house GIS platform and regular parcel data updates from the Assessor's Office for our WebbSTAR™ database. In addition, we purchase Riverside County data regularly for the various disciplines we operate. We are able to quickly identify residential and commercial/industrial developments, conduct assessor's parcel research, and provide accurate database management. We also use these tools to assist in the classification of properties, in preparing financial analyses, and providing various reports and maps.

### **Formation Services**

WEBB understands the challenges and complexities faced by governmental agencies in administering all types of Special Districts. Because of this understanding, we approach our formations with a clear, concise but comprehensive and understandable end result in mind. When preparing an Engineer's Report, we are skilled in preparing assessment allocations that meet the stringent requirements of Proposition 218 compliance with respect to special benefits, general benefits, and benefits to publicly owned parcels. WEBB provides a full complement of services in forming Community Facilities Districts (CFDs) including preparing rates and methods of special tax apportionment that are simple to administer and easily understood by the public.

### **Administration Services**

WEBB's Municipal Finance Team understands the way in which a financing district will operate in reality once formed. Our approach to the administration process has been developed through years of experience, primarily focusing our services within Inland Southern California. We offer technical capabilities, in-depth knowledge of our industry, and responsiveness to the City's needs, as well as annual levy preparation, budget analysis, delinquency management, annual reporting, and more.

## **WEBB's Technology Investments Capabilities and Innovations**

### **Geographic Information Services**

Our Geographic Information Services (GIS) provided by our in-house Mapping Department is invaluable to our department as we perform our annual levy audits, district audits, etc. Our Municipal Finance Department recognized the direct relationship between geospatial data and land secured financing and has successfully integrated it into our annual administration process. We pioneered this mapping capability as a way to annually audit the placement of charges to the county rolls. Working within Riverside County, we have the most accurate and complete database available. WEBB utilizes this technology to assist in the classification of properties, in preparing financial analyses, and providing various reports including annual GIS audit maps. These services are unique in the public financing industry and allow the administrator to provide real time visual information to clients. This tool is particularly effective when our associates and the GIS professional are housed under the same roof.

WEBB developed GIS audit maps as an in-house check for accuracy. Whenever we inherit new districts or calculate the annual special assessments and taxes to be enrolled on the tax roll, we generate an audit map with the approved district boundaries identified on the map. It is through this technique that our team is able to identify any discrepancies between what was previously levied and what should have been applied. In addition to utilizing GIS as an internal auditing tool, WEBB performs parcel auditing, delinquency mapping, foreclosed property identification, decreased assessed value by TRA analysis, and parolee and registered sex offender mapping for local authority agencies.

WEBB made significant investments into its technological architecture including both software and hardware. Recently, WEBB began developing its own proprietary software founded on more than 55 years of experience in providing municipal finance services to municipalities. WEBB has phased this project by implementing an in-house SQL database structure which gave us a usable blueprint on how to structure our new WebbSTAR™ application. WebbSTAR™ is a proprietary database management program designed to support municipalities and local agencies in providing administrative services for property related fees, assessments, charges, and taxes.

Using WebbSTAR™ our associates can perform the following tasks:

- Maintain property information and parcel data
- Calculate special assessments and taxes
- Maintain delinquency information
- Perform parcel changes and apportionments
- Manage debt service schedules and perform bond calls
- Log property owner calls and notes
- Generate a multitude of reports

### **Quality Assurance through Technical Abilities**

Our professional staff, which is dedicated to the City's Staff, has a length of industry experience which spans over a decade. Individual experience includes formations, annexations, bond issuances, refunding, Proposition 218 balloting, and full Special District administration of all types of municipal funding mechanisms. Your main team members and points-of-contact are and will remain the same. The City can confidently rely on both the accuracy and timeliness of the information received from WEBB, which results from our Quality Assurance/Quality Control (QA/QC) Procedures.

## **SCOPE OF SERVICES**

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Based upon our understanding of the project, the types of services we can provide for Special Districts include, but are not limited to the following:

### **Special District Administration Services**

#### **Kick-off Meeting**

Each year, WEBB will schedule a kick-off meeting with City Staff. During the kick-off meeting, WEBB will work with City Staff to develop timelines, including key dates and timeframes, for relevant tasks throughout the year for the annual administration services. Additionally, WEBB will review key elements of the CFDs, L&LMDs, and CSAs (Special Districts) annual administration, which includes, but is not limited to the review of cost requirements, administration expenses, reserve fund balances, and potential annexations (if applicable). WEBB will identify all existing district boundaries utilizing its in-house GIS Department and ensure each district is levied in accordance with the formation documents.

WEBB will also review the City's adopted goals and policies as they relate to the Mello-Roos Community Facilities Act (Act) to ensure they are in compliance with the provisions found within the Act.

#### **Maintain APN and GIS Maps**

WEBB will obtain the latest assessor's parcel maps and secured tax roll information from the Riverside County Assessor's Office for the parcels within the Special Districts, and additionally utilize Geographic Information System (GIS) shape files created from our in-house GIS platform to aid in identifying parcel changes each year. Instead of relying on rejected submittals from the County to identify parcel changes, WEBB will use these data sources to proactively identify parcel changes, allowing for timely and accurate calculation of the initial levy submittal.

#### **Data Collection**

WEBB will coordinate with City Staff to ensure all necessary information is received in order to provide the services outlined in this proposal.

## **Engineer's Reports**

Prior to the annual public hearing, WEBB will file the Engineer's Report for each Special District with the City Clerk. Each Engineer's Report will include the fiscal year's budget information, the listing of improvements to be maintained by the collection of the special assessments, the benefit spread methodology, a copy of plans and specifications, an estimate of costs, an assessment diagram, and a complete listing of parcels to be assessed and their total assessments. Each report will be prepared in accordance with California Code.

WEBB's Engineer's Reports will include a statement of engineer signed by a professional engineer verifying the accuracy of each report. The original copy of each Engineer's Report will be provided to the City along with an additional printed copy and a copy in PDF format.

## **Documentation Preparation and Council Meeting Attendance**

For each item requiring Council action, WEBB will prepare all necessary staff reports, resolutions, notices, and scripts in accordance with California Government Code. WEBB will also attend all Council Meetings which require City Council action and will, as necessary, be available to answer questions posed by the Council, City Staff, and/or the public.

## **Cost Estimate Preparation**

As requested by City Staff, WEBB will provide cost estimates for work assigned by the City. Each estimate will contain a detailed scope of services which will describe the services to be provided by WEBB as well as the fee to complete each proposed project.

## **Facilities Maintenance**

To ensure the City recovers all maintenance expenses, WEBB will coordinate with City Staff and our team of engineers to determine the facilities proposed to be maintained as well and provide detailed exhibits of such facilities.

## **Annexation Services**

WEBB will perform all necessary functions to complete each future annexation including, but not limited to:

- **Information Gathering:** WEBB will meet with City Staff, legal counsel, team of consultants, and project proponents to confirm the annexation schedule, procedural and financial considerations, establish the appropriate land use classifications, and discuss and identify the boundaries of the proposed annexation
- **Data Collection:** WEBB will obtain the latest assessor's parcel maps and secured tax roll information from the Riverside County Assessor's Office and Geographic Information System (GIS) shape files for our in-house GIS platform for the parcels within the proposed annexation
- **Data Maintenance:** WEBB will coordinate with the City in determining the necessary levels of services required for proper allocation per the Rate and Method of Apportionment for the annexation
- **Project Development Review:** WEBB will coordinate with the City and property owner to obtain tract map information including plans and specifications of the improvements to be maintained by the special taxes, and other materials necessary to determine the quantities required to be installed and maintained at the appropriate level of service as conditioned by the City
- **Time Line:** WEBB will coordinate with City Staff to establish a schedule. WEBB will prepare a time line, based on the City's scheduling requirements, outlining key dates, events, and responsibilities adhering to statute requirements. We will review the timeline with City Staff and make adjustments as needed
- **Cost Analysis:** WEBB will determine the annual cost for providing maintenance and public safety services specific to the project proposing to annex into the City's CFD 2013-1. WEBB will confirm any assumptions made with the City and address any issues pertaining to costs, improvements, and statute requirements
- **Budget and Special Tax Rate Establishment:** WEBB will work collaboratively with City Staff to create budgets necessary in determining the proposed special tax rates for the annexation. By using the cost-modeling information gathered from the previous tasks, WEBB will prepare preliminary cost estimates for maintenance of all improvements, incidental costs, operating reserves, capital improvement reserves, and delinquency reserves.

WEBB will establish the appropriate special tax rate per residential unit or acre based on the appropriate land use category for the proposed development

- **Annexation Boundary Map:** WEBB's team of engineers and GIS specialists will prepare the Annexation Boundary Map, illustrating the boundaries of territory proposed for inclusion in the district, capturing the entirety of any parcel subject to taxation by the district. The map shall meet the requirements of the Mello-Roos Act and the Riverside County Recorder's Office. Additionally, WEBB will record the map with the Recorder's Office
- **Statement of Engineer:** WEBB will review and sign a Statement of Engineer, stating that a registered engineer supervised the preparation of the map of the boundaries, and verifying the acreage and owner information included in the annexation
- **Meetings:** WEBB will attend any necessary public meetings, as required by the appropriate improvement act(s), fully prepared to present necessary testimony and respond to public comments
- **Primary Contact Toll Free Phone Number:** WEBB will serve as primary contact with the public regarding the special tax. WEBB will provide a toll free number for the City and all property owners to provide information with regards to the proposed ballot measures
- **Landowner Election:** WEBB will prepare a list of the owner names and acreages for the City's legal counsel so they may obtain a certificate from the Registrar of Voters confirming whether there are, or are not, registered voters within the boundaries of the annexation
- **Notice of Special Tax Lien:** WEBB will provide a list of Assessor's Parcel Numbers for the Notice of Special Tax Lien and record the notice
- **Consulting Services:** WEBB will provide consulting services and advice to the City as necessary. This includes due diligence to ensure accuracy in the process, and provide clear written documentation in our approach to structuring the Rate and Method of Apportionment and the Special Tax roll. To ensure and maintain quality assurance, WEBB has instituted an internal auditing and review policy that requires a minimum of two individuals with the appropriate expertise to review and audit any information prior to dissemination of that information to the client

For each future annexation into the City's CFD 2013-1, WEBB will provide a proposal letter describing the services to be rendered as well as the total proposed fee to complete the annexation.

### **Parcel Research**

WEBB has extensive knowledge of Riverside County data and utilizes its proprietary database management program, WebbSTAR™, as a means of researching and maintaining up-to-date County of Riverside parcel data. This cutting edge technology allows WEBB to determine all current parcels within the County.

Additionally, WEBB will coordinate with City Staff to determine all newly annexed or constructed homes and commercial developments within each zone of CFD 2013-1 to ensure special taxes are levied on all taxable property as soon as they become eligible, per the respective district's rate and method of apportionment.

### **Annual Special Tax/Special Assessment Submittal**

Prior to the submission of the special tax and assessments, WEBB will prepare the Proposition 218 compliance letter and authorized signatures list which is required by the Riverside County Auditor-Controller's Office.

Each year, WEBB will, in consultation with City Staff, determine the levy requirement for the current fiscal year for each Special District. WEBB will calculate and prepare the annual levy for each Special District in the media, format, and configuration acceptable for direct submission to the Riverside County Auditor-Controller's Office prior to the statutory deadline. Upon receipt of the rejected parcels listing, WEBB shall perform adjustments and corrections to the levies on the property tax rolls as necessary. WEBB will also prepare and submit the required resolutions which authorize the special tax and assessment enrollments.

In preparation of the annual levy submittals, WEBB will utilize its WebbSTAR™ Software to maintain a comprehensive database of the City's Special District parcel information, in a form such that the annual levy submission follows the guidelines outlined in Riverside County's fixed charge submission instructions. WebbSTAR™ will maintain all data related to individual parcels, including but not limited to special tax and assessment information, principal assessments, acreage, square footage, classifications, land use codes, zones, dwelling units, EDU values, property owner information, situs addresses, and tract and lot numbers.

### **Annual Levy Corrections**

If any corrections/revisions to the tax roll are determined to be necessary after the initial submittal, WEBB will research, recalculate and, with the City's approval, rectify the issue. WEBB will notify the City of the assessor's parcel numbers that were rejected by the County and therefore will not be assessed.

### **Direct Bills**

WEBB will prepare and mail Direct Bill (invoices) to all property owners whose proposed annual special tax or assessment for their parcel could not be applied to the County tax roll (parcels for which the County does not generate a tax bill). These handbills would be provided in two installments, similar to the County tax bills, and would be payable either to our PO Box or directly to the City.

### **Levy Detail Reports**

Once the annual levies are finalized and submitted to the County, WebbSTAR™ will automatically generate the requested levy detail reports for each Special District. These reports will be provided to the City (in electronic format and a hard copy) within 90 days of the final submittal to the County.

### **Meeting Attendance**

WEBB will, as requested by City Staff, attend meetings to review budgets, findings, recommendations, and development review.

### **Property Owner Services**

WEBB will serve as the initial and primary contact to City Staff, property owners, title companies, and other interested parties for inquiries regarding each district's administration, and annual special tax and special assessment installments. A toll free telephone number, of WEBB designation, will appear on the regular property tax billing next to the specific Special District line item to facilitate contact with the public. The City may also refer to WEBB property owners, title companies, and other interested parties with inquiries regarding each Special District's administration, and annual special tax and special assessment installments. WEBB will maintain a log of all calls received for each Special District and may provide this detailed information as the City requires.

### **Council Meetings**

WEBB will attend all requested special meetings and City Council meetings pertaining to the administration, formation, annexation, and consulting of the Special Districts. WEBB will be prepared at each meeting to present all necessary information to City Staff and the public.

### **Document Retention**

WEBB will retain all working papers and reports for a minimum of five years. As the City requests, all working papers will be available for City review. In the event a successor administrator requires past working papers, WEBB will provide all requested documentation and respond to each reasonable inquiry.

### **AB 2109**

WEBB will prepare all required reports pursuant to the recently enacted AB 2109 (Government Code Section 12463.2). The initial report will be due seven months after the close of the 2015-16 Fiscal Year along with the City's annual Financing Transactions Report. WEBB will inform and keep City Staff apprised of all aspects relating to this new bill.

## **Senate Bill 165**

WEBB will work closely with City Staff to ensure the City is in compliance with all provisions found in Senate Bill 165. WEBB will collect all information pertinent to revenues and expenses of each CFD as well as each CFD's fund balances. Once this information has been collected, each report will be prepared in accordance with Government Code Section 50075.

### **Additional State Reporting Requirements**

WEBB will prepare all additional reports required by the state and its agencies as well as keep the City apprised of all relevant reporting requirements and all proposed legislation which will amend or create new reporting obligations. For instance, AB 1666 was enacted by Governor Brown on July 25, 2016. This bill adds Section 53343.2 to the Government Code and requires local agencies, which have a web site, within seven months after the last day of each fiscal year of each CFD, to display prominently on its web site: (i) a copy of an annual report for that fiscal year if requested pursuant to Section 53343.1; (ii) a copy of the report provided to the California Debt and Investment Advisory Commission pursuant to Section 53359.5; and (iii) A copy of the report provided to the Controller's office pursuant to Section 12463.2.

Additionally, Senate Bill 1029 (SB 1029) was introduced in February 2016 and approved by Governor Brown on September 12, 2016. SB 1029 amends Section 8855 of the Government Code to require the California Debt and Investment Advisory Commission (CDIAC) to track and report on all state and local outstanding debt until fully repaid or redeemed. This bill requires the report of proposed debt include a certification by the issuer that it has adopted local debt policies, which include specified provisions concerning the use of debt and that the contemplated debt issuance is consistent with those local debt policies. SB 1029 also requires a state or local public agency to submit an annual report for any issue of debt for which it has submitted a report of final sale on or after January 21, 2017 and requires the annual report to include specified information about debt issued, outstanding, and the use of proceeds from debt during the reporting period.

### **Electronic Format**

WEBB will provide an electronic copy of each report, as well as a hard copy of each report, to the City for internal use and for posting on the City's website.

## **Delinquency Management Services**

### **Delinquency Monitoring**

WEBB will provide comprehensive delinquency management services to the City regarding the Special Districts and advise on any policies established, provide accurate delinquency tracking and reporting, prepare the appropriate notifications for property owners, coordinate with the County and foreclosure counsel, assist in coordinating the collection process, and monitor any payment plans.

### **Delinquency Database, Tracking, and Reporting**

WEBB will research the records of the Riverside County Tax Collector for payment information to determine which parcels are delinquent after the December 10 and April 10 property tax installment due dates. WEBB will provide at least three delinquency reports annually which will include, for each zone within CFD 2013-1, a parcel list showing the APN, property owner, and delinquent amount for each delinquent parcel. Reports will be prepared to reflect the delinquency status of parcels after each installment due date and after the Fiscal Year end. Utilizing WebbSTAR™, WEBB will maintain a regularly updated delinquency history database of the parcels located in each CFD 2013-1 zone, as derived from the Riverside County property tax system. The delinquency history database shall include delinquent amounts for each parcel, including penalties and interest due and shall reflect prior year delinquencies that have been paid.

### **Delinquency Notification**

WEBB will prepare and mail notifications to Delinquent Property Owners (on City letterhead), via first-class mail, at the times and in the format determined by the City's Delinquency Management Policy. Notice of Default letters will be sent to mortgage lenders or first trust deed holders as directed by the City. WEBB will respond to public requests regarding delinquent notices and shall prepare, as necessary, statements for the requesting parties of the total amounts delinquent and total penalties, interest, and roll removal fees. Any fees associated with these notifications will be passed onto the delinquent property owner through payment of past due amounts or applied to the following year's tax bill.

### **Delinquency Correspondence**

WEBB will prepare correspondence to the County for removal of delinquent special taxes and special assessments from the tax rolls in the event these amounts are paid directly to the Special District in accordance to the County's removal procedure.

### **Collection Coordination**

WEBB will coordinate direct collections of individual delinquencies and will provide a PO Box or direct payment directly to the City.

## **Program Management Services (As Needed Basis, Fee Negotiable)**

### **Meeting Attendance**

If requested, WEBB will coordinate and attend monthly program management meetings with City Staff to discuss Community Facilities District and Landscape and Lighting Districts related items including annual administration, formation and consulting, and change proceedings.

### **GIS Mapping, Data, and Presentation Preparation**

WEBB will provide, as requested by the City, Geographic Information System (GIS) products including, but not limited to Annual Special Assessment and Special Tax levy audit maps detailing each district's levy, digital databases which can be overlaid on Google Earth or other similar programs providing for accurate visualization of all parcels subject to the Special Tax/Assessment and within the boundaries of each Special District, location and/or regional maps for inclusion in the applicable bond offering documents, and other various capabilities not listed above.

- WEBB will regularly update our GIS database for our regularly scheduled meetings and provide any exhibits for the various staff meetings, Finance Committee Meetings, City Council Meetings, and presentations

### **Information Gathering**

WEBB will coordinate with the Finance Team (Financial Advisor, Bond Counsel, Appraiser, and Underwriter) in gathering various information relevant to any new Formation, Bond Sale and/or other CFD, and AD related projects/items. WEBB will provide comprehensive updates regarding all activities as requested.

### **Agenda and Report Preparation**

WEBB will work with staff to prepare the necessary staff reports and exhibits for City Staff meetings, finance committees, and City Council meetings for matters related to Special Districts. These reports will include administration/disclosure schedules, formation and consulting queue, and bond sale queue. Additionally, WEBB will provide information necessary for presentations at these meetings including development and fiscal impact summaries and updated consulting activity calendars.

- **Administration Matrix:** WEBB will provide City Staff a matrix of the various activities related to the administration of the Special Districts such as CDIAC, continuing disclosure, engineer's reports, delinquency, and the annual levy
- **Formation/Consulting Queue:** WEBB will provide a schedule for all Special Districts being proposed for formation. This list will include any inquiries WEBB is aware of and those for which applications and deposits have been received. WEBB will act as the intermediary between requesting parties and the City to ensure all formation applications presented to the City for approval have already been vetted and comply with the City's Land Secured Policies
- **District/Parcel Audits:** WEBB will provide any Special District audits as requested by the City to provide visual assurance that all Special Districts are being administered accurately
- **Bond Sale Queue:** WEBB will provide a schedule for all Special Districts for which bonds have not been issued, any proposed parity bonds, and any refunding opportunities. WEBB will monitor the progress of the preliminary bond sale efforts, and work with City Staff to coordinate for kick-off meetings, and/or correspondences related to timing. WEBB will act as the intermediary between requesting parties and the City to ensure all applications for Bond Issuance presented to the City have already been vetted and comply with the City's Land Secured Policies

## Developer Coordination

WEBB will communicate with the development community regarding formation and bond sale applications, development status updates, and other consulting projects and notify them when their projects are scheduled to be processed as it relates to Special District matters.

## Quarterly Report

WEBB will prepare and present a quarterly report to City Staff. This report will include an overview of all activity occurring within the quarter and provide an outlook to the next quarter. The report will include a calendar reflecting each Special District which requires specific considerations and actions to be taken by the finance committee and/or the City Council within the coming months, a detailed schedule regarding the status of all Special Districts, a report of tax line calls received including the type of call received by either a professional or property owner inquiry, comprehensive delinquency summary report providing updated current fiscal year delinquency information, and GIS generated location maps which depict the locations of the current active items pertaining to the City's Special Districts.

## No-Levy Special Tax District Maintenance

WEBB will monitor and address any issues or questions related to Special Districts where bonds have not yet been issued and no tax is currently being assessed, including but not limited to property owner outreach, development monitoring, and timely response to property owner inquiries.

## Consulting Services (As Needed Basis, Fees Negotiable)

WEBB will, as directed by City Staff, provide the following consulting scope of services for any additional Special Districts. *Compensation of these services will be negotiated at the time the City requires administration.* The consulting services for new Special Districts will consist of the following:

### Initiation Services

- I. WEBB will meet with City Staff and members of the financing team to review and confirm the Special District's schedule of events, procedural and financial considerations, verify the boundaries of the Special District and establish appropriate land use classifications, the proposed improvements, eligibility of improvements, and any limitations on the proposed funding in accordance with the City's policies to meet the goals of the formation.
- II. WEBB will research property information and conduct a review of the specific plan, conditions of approval, tentative subdivisions, assessor's parcel maps, and information regarding the project's ultimate configuration at build-out.
- III. WEBB will prepare a database in WebbSTAR™ that includes the latest assessor's parcel numbers, ownership information, land use code, acreage, status of development, and assessed values of each parcel within the proposed Special District. This information will also contain geographic information system shape files to be used for our in-house GIS platform for preparation of any boundary maps.

### Formation Services

- I. **Boundary Map Preparation and Recordation:** WEBB's team of engineers will prepare the boundary map illustrating the boundaries of territory proposed for inclusion in the district capturing the entirety of any parcel subject to taxation by the proposed Special District. The map shall meet the requirements of the Mello-Roos Act and the Riverside County Recorder's office.
- II. **Rate and Method of Apportionment (RMA) Preparation:** Based on the information gathered, WEBB will prepare up to two drafts of a proposed RMA which considers the burdens of annual administration as well as the financial overlapping debt. The types of issues considered will be clarity of language in the definition of terms, ability of the property to be assigned to different tax classifications, presence of a mechanism to levy taxes in the event of a change in project and usage, and presence of a mechanism to provide for the levy of a back-up tax.
- III. **Special Tax Pro Forma Analysis:** Based on the proposed structure of the special tax formula, anticipated improved property values, and bond assumptions, WEBB will project the Special Tax revenue for the Special District. The purpose of this analysis will be to determine if the Special Tax formula will generate sufficient monies to pay estimated principal and interest on the bonds and cover annual administration. WEBB will also review the assumptions used

with respect to estimating annual debt services, interest earnings, and administration expenses to ascertain if the special tax rates will support the proposed debt.

- IV. **Public Report Preparation:** WEBB will prepare the CFD public report, which contains a description of the public facilities, costs of the facilities, projected bonded indebtedness, and projected annual special tax.
- V. **Meetings:** WEBB will be available to attend meetings, as deemed necessary by the City, for the adoption of the resolution of intention, assist with the election proceedings, and answer questions during the public hearing.
- VI. **Notice of Special Tax Recordation:** Upon declaration that the Special District was successfully formed by an election of the property owners, WEBB will prepare and record the Notice of Special Tax with the Riverside County Recorder's Office.

### **Bond Issuance**

- I. **Bond Documents Table Preparation and Review:** WEBB will prepare and provide final calculation to the finance team for inclusion in the Preliminary Official Statement (POS) and Official Statement (OS) to include: i) Maximum special tax coverage; ii) Value-to-lien computations; iii) Overlapping debt table; and iv) Effective tax rate schedules. WEBB will review the POS and OS as it relates to any items included in the CFD public report, the boundary map, and any tables WEBB provides.
- II. **Special Tax Security Preparation:** WEBB will prepare the special tax security in accordance with the City's policies to meet the security requirement that may be required by property owners within the CFD.
- III. **Special Tax Certificate:** WEBB will prepare and sign the special tax consultant certificate that certifies the maximum special tax rates are sufficient to meet debt service requirements and coverage ratios for bonds to be issued.

### **Future Administration**

WEBB proposes to provide the same administration scope of services as outlined in Special District sections above for any Special Districts that are acquired by the completion of a formation, sufficient development, or by delegation from City Staff. *Compensation of these services will be negotiated at the time the new Special District requires administration.*

## SECTION 4 - ASSESSMENT & SPECIAL TAX CASE LAW

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Through years of experience, WEBB's team of professionals understands the history of Assessment and Community Facilities Districts, established under the Improvement Bond Act of 1915 and the Mello-Roos Community Facilities Act of 1982, respectively. WEBB works to serve as an expert resource for City Staff to ensure the City is aware of and in compliance with all existing legislature and to proactively research and inform the City of new and potential legislature which affect the administration and other aspects of Assessment and Community Facilities Districts.

In 1915, California enacted the Improvement Bond Act of 1915, under the Streets and Highways Code, Division 10, as a means to establish an alternate financing mechanism. The Improvement Bond Act of 1915 enables cities, counties, and special districts to designate specific areas as Assessment Districts (ADs), with majority landowner approval based on financial obligation, and allows these ADs to issue bonds to finance improvements to be constructed or acquired by the AD and collect Special Assessments from property owners which receive direct and special benefit by the improvements acquired or constructed.

Subsequently in 1978, California enacted Proposition 13, which limited the ability of local public agencies to increase property taxes based on a property's assessed value. As a result, the Mello-Roos Community Facilities Act of 1982, found in California Government Code, Section 53311, was introduced as a flexible alternative method for public entities to finance needed public facilities, improvements, and services. Originally sponsored by legislators Henry Mello and Mike Roos, the Mello-Roos Community Facilities Act of 1982 allows cities, counties, and special districts to designate areas as Community Facilities Districts (CFDs), with the approval of two-thirds of the qualified voters, and allows CFDs to issue bonds and collect Special Taxes to finance public facilities, improvements, and services. The services and improvements which may be financed by a CFD are similar to what Assessment Districts may finance, but in addition, CFDs may also finance items such as, but not limited to fire and police protection, schools, parks, libraries, museums, and other cultural facilities which provide a general public benefit.

Following the Mello-Roos Community Facilities Act of 1982, various regulations have been introduced, which have directly impacted the administration and other aspects of CFDs. WEBB strives to inform the City of all existing and new legislature and the resulting impacts, and works to ensure the City is in compliance. Existing Special Tax legislature and the impacts set forth include the following:

- Effective January 1, 2009, pursuant to the California Government Code Section 53343.1, the Act currently provides that a District formed after January 1, 1992 shall prepare, if requested by a person who resides in or owns property in the District, within 120 days after the last day of each fiscal year, a separate document titled an Annual Report
- **Senate Bill 165:** Approved by the Governor in September 2000, Senate Bill 165 enacted the Local Agency Special Tax and Bond Accountability Act, and requires any local special tax measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and requires an annual report, to be prepared in accordance with Government Code Section 50075, containing specified information concerning the use of the proceeds

WEBB's team of professionals proactively research and inform the City of new and potential legislature which affects the administration and other aspects of Assessment and Community Facilities Districts. Additionally, WEBB coordinates with City Staff to ensure any new or proposed legislation requirements are met and seamlessly incorporated into the administration of the City's Community Facilities Districts. Recently enacted and potential Special Tax legislature includes the following:

- **Assembly Bill 2109:** Introduced by Assembly Member Daly and subsequently approved by the Governor in September 2014, Assembly Bill 2109 is an act which has recently amended Section 12463 to add Section 12463.2 to the California Government Code to require additional, more specific reporting as it relates to parcel taxes. The

initial report will be due seven months after the close of the 2015-16 Fiscal Year along with the City's annual Financing Transactions Report. The additional reporting requirements include, but are limited to the following:

- Type and rate of parcel tax imposed
  - Number of parcels subject to the parcel tax
  - Number of parcels exempt from the parcel tax
  - Sunset date of the parcel tax
  - Amount of revenue received from the parcel tax
  - The manner in which the revenue received from the parcel tax is being used
- **Assembly Bill 1666:** Enacted by Governor Brown on July 25, 2016, Assembly Bill 1666 adds Section 53343.2 to the Government Code and requires local agencies, which have a web site, within seven months after the last day of each fiscal year of each CFD, to display prominently on its web site: (i) a copy of an annual report for that fiscal year if requested pursuant to Section 53343.1; (ii) a copy of the report provided to the California Debt and Investment Advisory Commission pursuant to Section 53359.5; and (iii) A copy of the report provided to the Controller's office pursuant to Section 12463.2
  - **Senate Bill 1029:** Introduced in February 2016 and recently approved by the Governor on September 12, 2016, Senate Bill 1029 is an act to amend Section 8855 of the Government Code to additionally require the California Debt and Investment Advisory Commission to track and report on all state and local outstanding debt until fully repaid or redeemed, require a certification by the issuer that it has adopted local debt policies, and also require a local agency to submit an annual report for any issue of debt which it has submitted a report of final sale on or after January 21, 2017

The City confidently relies on both accuracy and timeliness of the information received from WEBB.

Below is an example of electronic communications we distribute to clients as new or updates to assessment and special tax case law, or state reporting requirements arise.

**ALBERT A. WEBB ASSOCIATES** ASSEMBLY BILL 1666 MF

**Background:**  
The Mello-Roos Community Facilities Act of 1982 authorizes the formation (District) to finance various facilities, improvements, and services. Pursuant to Code Section 53343.1, the act currently provides that a District formed after requested by a person who resides in or owns property in the District, with each fiscal year, a separate document titled an Annual Report. Current Section 53343.1, the District may charge a fee for the report not exceeding \$100. If requested, this Annual Report shall include the following information:

- A. The amount of special taxes collected for the year
- B. The amount of other moneys collected for the year and their source, including
- C. The amount of moneys expended for the year
- D. A summary of the amount of moneys expended for the following:
  - 1. Facilities, including property
  - 2. Services
  - 3. The costs of bonded indebtedness
  - 4. The costs of collecting the special tax under Section 53340
  - 5. Other administrative and overhead costs
- E. For moneys expended for facilities including property, an identification of the facility funded with amounts expended in each category, including the type of facility that was funded with bond proceeds or special tax
- F. For moneys expended for services, an identification of the categories of amounts expended in each category, including the total percentage of that was funded with bond proceeds or special taxes
- G. For moneys expended for other administrative costs, an identification of
- H. The annual report shall contain references to the relevant sections of the District so interested persons may confirm bond proceeds and special tax purposes. The Annual Report shall be made available to the public upon request.

**Basis for Assembly Bill 1666:**  
Assembly Bill 1666 was introduced by Assemblyman Bill Brough as an act relating to Community Facilities Districts and was referred to the Assembly February 4, 2016. This bill was drafted as a result of the Grand Jury of Orange County, "Community Facilities Districts (Mello-Roos): Perpetual Debt Act Obligation", which recommended each local agency that established a District to provide for an independent, transparent view of the manner in which D. Additionally, the report also recommended audit report information, as defined in Code Section 53343.1, be made available to District taxpayers on a website. The report was based upon an investigation of complaints from a group of taxpayers, which has been paying off a Mello-Roos tax for the Capistrano Un

**ALBERT A. WEBB ASSOCIATES** ASSEMBLY BILL 2109 MF

**Background:**  
The California Constitution allows cities, counties, and special districts (public agencies) to impose a special tax for specified purposes with the approval of registered voters by two-thirds. Through this legislation these public agencies can levy parcel taxes on property, which are special taxes levied on i) a flat per-parcel rate; or ii) measured by the square footage of the parcel; or iii) measured by the square footage of the parcel's improvements. These public agencies can specify in the ballot measure how the funds from the parcel tax will be used. Generally, local parcel taxes provide secured funding for schools and other local building projects. Annually, counties collect these parcel taxes as a part of the total property tax and then remit the funds back to the taxing entity. Existing law requires that a county tax bill include information on the billing of any special purpose parcel tax.

Existing law also requires the public agency's controller to compile and publish annual reports summarizing the public agency's finances, including their revenue sources on the agency's website. The reports are based on financial data submitted to the controller by the counties, cities, and special districts. The reports detail the aggregate amount of various taxes collected by each local government or special district, including the allocation of ad valorem taxes on real property, voter approved taxes, property assessments, and special assessments. The controller is not required to independently verify the information. Recently, taxpayer advocates are seeking to collect statewide data on these local parcel taxes. Source: [Leginfo.ca.gov](http://leginfo.ca.gov)

**Assembly Bill 2109 Requirements:**  
Per Section 12463 of the California Government Code, public agencies are currently required to provide reports of financial transactions or any other information that the agency deems of public interest, as described above.

Assembly Bill 2109 introduced February 20, 2014 by Assembly Member Daly is an act which has recently amended Section 12463 to add Section 12463.2 to the California Government Code to require additional, more specific reporting as it relates to parcel taxes. Specifically, the reporting requirement includes the following:

- A. The type and rate of the tax imposed.
- B. The number of parcels subject to the parcel tax.
- C. The number of parcels exempt from the parcel tax.
- D. The sunset of the parcel tax, if any.
- E. The amount of revenue received from the parcel tax.
- F. The manner in which the revenue received from the parcel tax is being used.

The reports will be filed with the public agency's annual Financial Transactions Report, beginning in the Fiscal Year 2015-16.

As defined by Government Code Section 12463.2(c), "parcel tax" means a tax levied by a local agency upon any parcel of property identified using the assessor's parcel number system, or upon any person as an incident of property ownership pursuant to Section 4 of Article XIII A of the California Constitution, that is collected via the annual property tax bill. A parcel tax generally includes, but is not limited to Mello-Roos and Special Taxes imposed to finance municipal purposes such as municipality-owned and maintained infrastructure, public medical facilities, public libraries, public schools, police and fire protection services, emergency services, parks, and other public facilities.

While school districts are included in the definition of AB 2109, the Government Code pertaining to the new reporting requirement (Section 12463.2 (b)) has limited the requirement to cities, counties and special districts. The State Controller's Office has provided a flow chart to assist with the determination of whether a specific property tax requires reporting.

This reporting is required to be completed by the municipality responsible for authorizing and placing the Parcel Tax on the county property tax roll.

The first enrollment year for which public agencies will need to report is Fiscal Year 2015-16. The report will be due at the same time as the annual Financial Transactions Report, January 31, 2017 as a separate section.

The reporting forms can be viewed [here](#).

[www.webbassociates.com](#)

## APPENDIX A - CONSULTANT SERVICES AGREEMENT

As requested in the City's RFP, WEBB has provided a detailed Scope of Services found in Section 3 of this proposal to be attached as Exhibit A of the Consultant Services Agreement.

Below is WEBB's annual budget for the proposed services for each year of the agreement to be attached Exhibit B of the Consultant Services Agreement.

### ANNUAL ADMINISTRATION\*

| District                    | FY17-18<br>(Year 1) | FY18-19<br>(Year 2) | FY19-20<br>(Year 3) |
|-----------------------------|---------------------|---------------------|---------------------|
| LLMD 89-1C (Multiple Zones) | \$10,000.00         | \$10,200.00         | \$10,404.00         |
| CSAs                        | \$8,500.00          | \$8,760.00          | \$8,843.00          |
| Parks                       | \$3,000.00          | \$3,060.00          | \$3,121.00          |
| CFD No. 2013-1              | \$8,000.00          | \$8,160.00          | \$8,323.00          |
| <b>Total Administration</b> | <b>\$29,500.00</b>  | <b>\$30,090.00</b>  | <b>\$30,692.00</b>  |

\*Annual administration rates to escalate at 2% per year

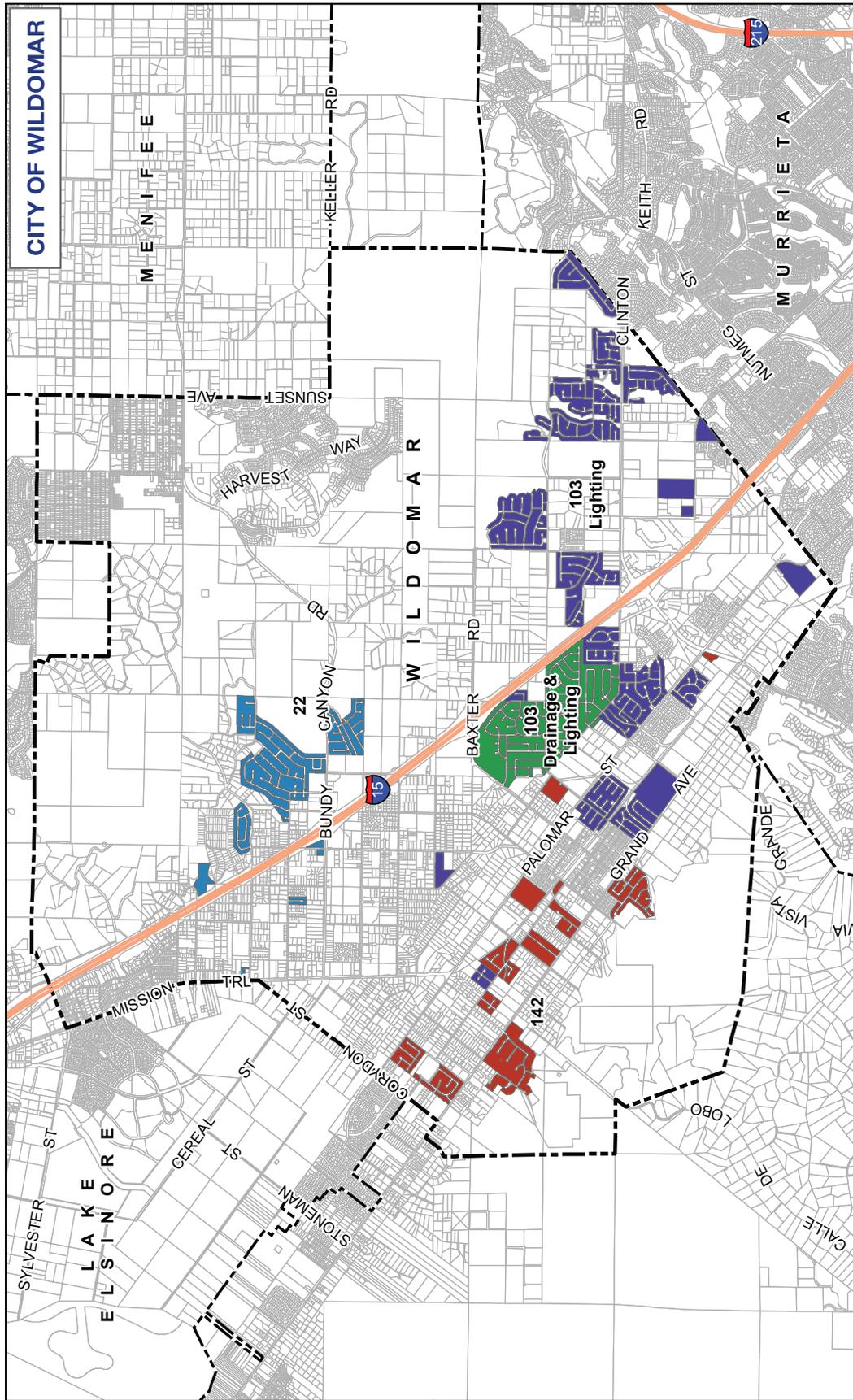
### ANNEXATION SERVICES

| Service Fee                  | FY17-18<br>(Year 1) | FY18-19<br>(Year 2) | FY19-20<br>(Year 3) |
|------------------------------|---------------------|---------------------|---------------------|
| Service Fee Per Annexation** | \$4,250.00          | \$4,250.00          | \$4,250.00          |

\*\* Annexation Service fees are paid from developer deposits and not a City General Fund obligation

# APPENDIX B - CITY OF WILDOMAR - AUDIT MAPS

## COMMUNITY SERVICE AREAS



N:\GIS-Assessment\Wildomar\CSA.mxd; Map Date 14 Sep 2016

Source: Riverside Co. GIS, 2016.

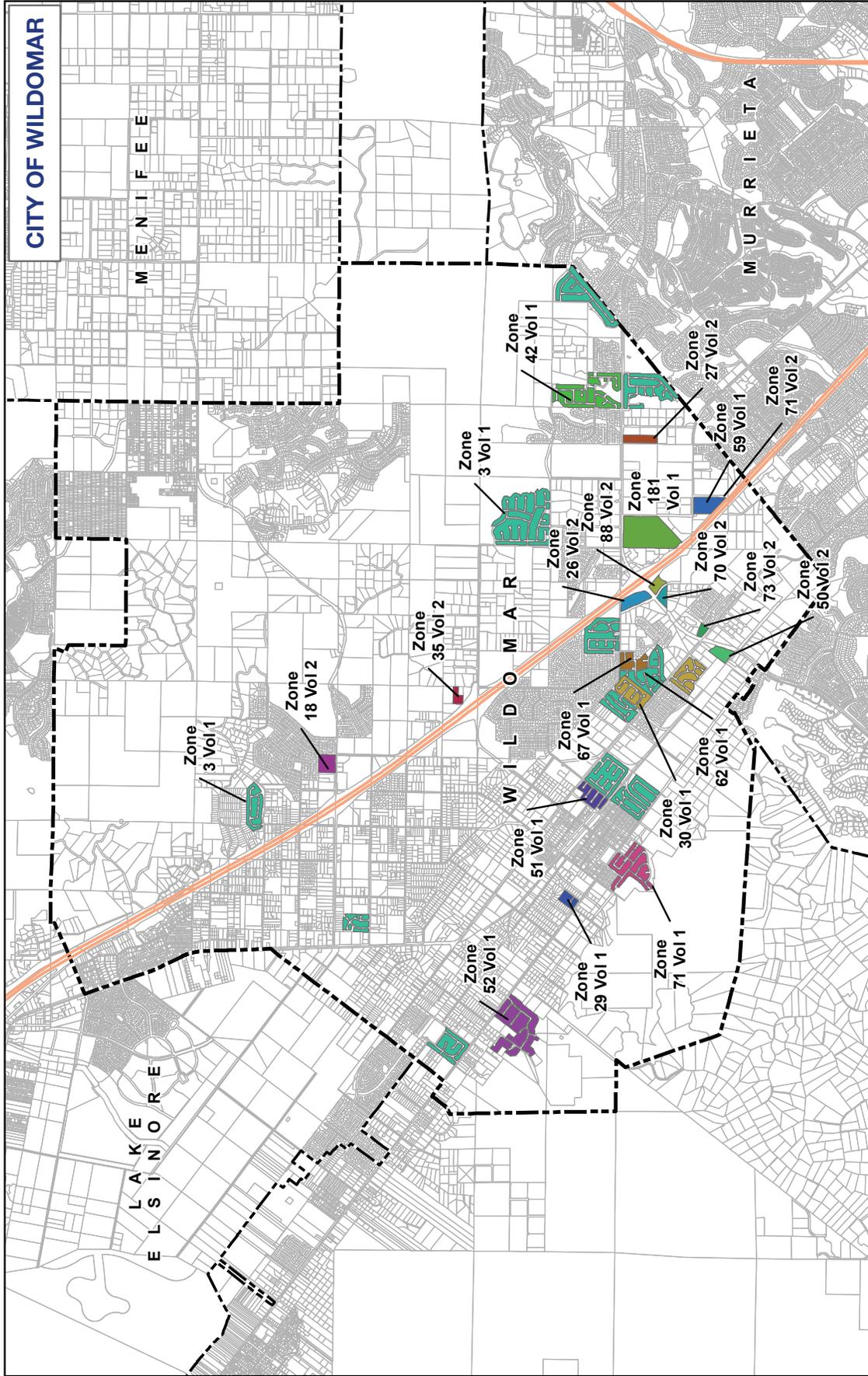
Community Service Areas



District Map



Source: Riverside Co. GIS, 2016.



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Landscape and Lighting Maintenance District 89-1-Consolidated

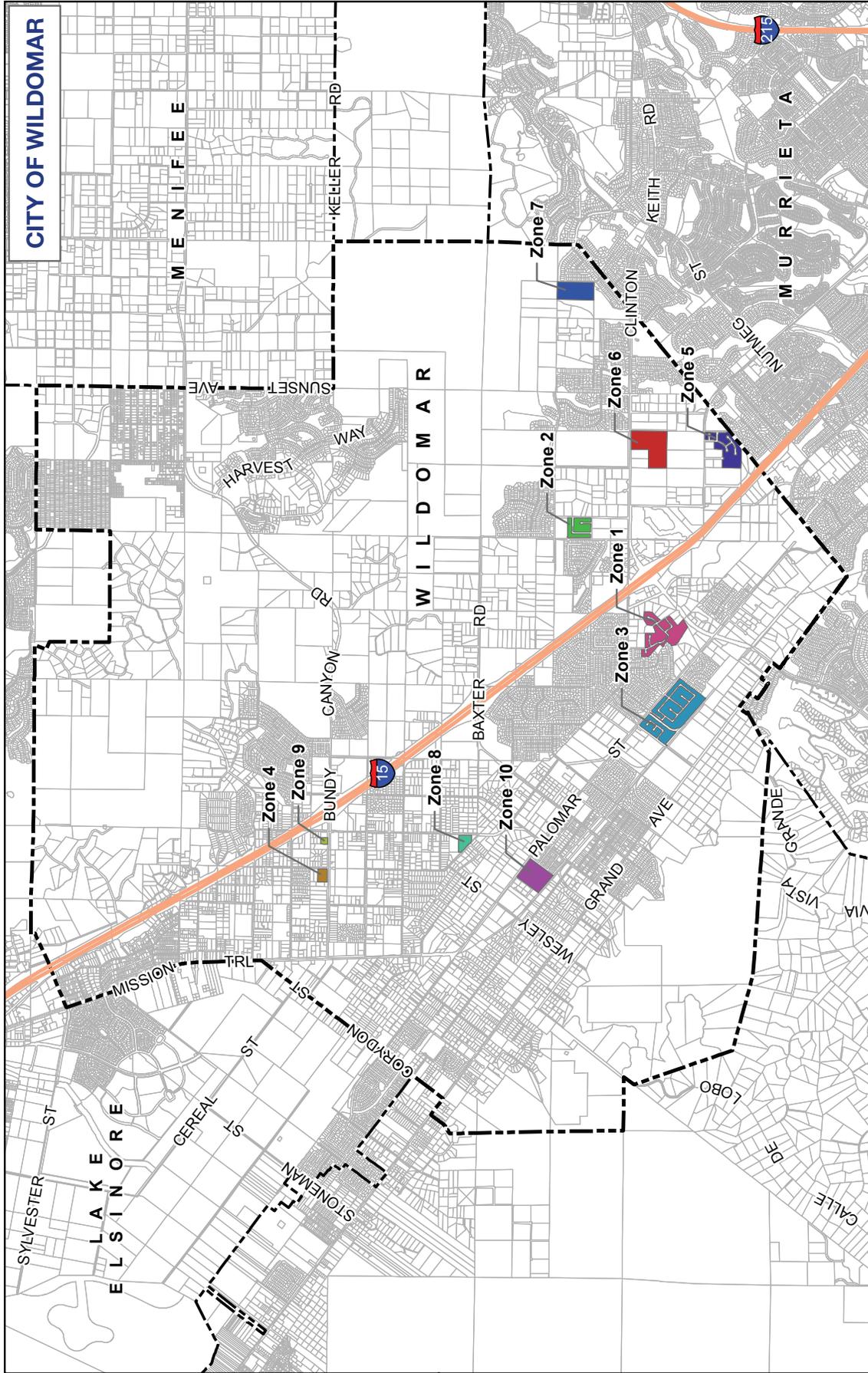


District Map



# COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

Source: Riverside Co. GIS, 2016.



CITY OF WILDOMAR

CFD No. 2013-1 (Services)

District Map



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# **ATTACHMENT B**

**CONSULTANT SERVICES AGREEMENT**

**FOR ON-CALL ASSESSMENT ENGINEERING, AND SPECIAL  
TAX SERVICES**

**By and Between**

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

**and**

**SPICER CONSULTING GROUP**

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF WILDOMAR, CALIFORNIA  
AND  
SPICER CONSULTING GROUP**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 12<sup>th</sup> day of October, 2016 by and between the City of Wildomar, a municipal corporation (“City”) and Spicer Consulting Group, LLC, a Limited Liability Corporation (“Consultant”). City and consultants are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. City has sought, by *request for proposals*, the performance of the on-call *assessment engineering and special tax services* defined and described particularly in Section 2 of this Agreement.

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

C. Consultant was selected by the City on the basis of Consultant’s demonstrated competence and the Consultant qualifications necessary for the satisfactory performance of the services required.

D. Pursuant to the City of Wildomar’s Municipal Code, City has authority to enter into this Professional Services Agreement and the City Manager has authority to execute this Agreement.

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

**OPERATIVE PROVISIONS**

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for **3 years** commencing on the date first ascribed above. The city maintains the option to extend the term for up to two – one year extensions.

## **SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.**

(a) Scope of Services. Consultant agrees to perform the services set forth in Exhibit “A” “Scope of Services” (hereinafter, the “Services”) and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit “A.” Should the Services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

## **SECTION 3. ADDITIONAL SERVICES.**

Consultant shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

## **SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit “B” “Compensation” and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Forty thousand - five hundred dollars** (\$40,500.00), unless additional compensation is approved in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement.. ***Prior to Consultant commencing work on any Scope of Service, City shall issue a Work Order Notice to Proceed.***

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Professional contracts. Sub-Professional charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit “B” include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Consultant

which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

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

## **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

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

## **SECTION 6. OWNERSHIP OF DOCUMENTS.**

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

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

## **SECTION 7. CONSULTANT'S BOOKS AND RECORDS.**

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section

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

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

## **SECTION 8. INDEPENDENT CONTRACTOR.**

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

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

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

## **SECTION 9. STANDARD OF PERFORMANCE.**

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and Consultant manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Consultant under this Agreement, and shall use such skill, prudence, and diligence as other members of Consultant's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Consultants work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

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

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

**SECTION 11. PREVAILING WAGE LAWS.**

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

**SECTION 12. NONDISCRIMINATION.**

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

**SECTION 13. UNAUTHORIZED ALIENS.**

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

**SECTION 14. CONFLICTS OF INTEREST.**

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

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

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

## **SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

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

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

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

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

## **SECTION 16. INDEMNIFICATION.**

(a) Indemnification by Consultant. As provided under Civil Code Section 2782.8, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, liabilities, damages, costs and expenses, including attorney's fees and costs,

(collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of Consultant services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and Consultants, and Consultant, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.

(b) Indemnification from Sub-consultants. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

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

## **SECTION 17. INSURANCE.**

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

## **SECTION 18. ASSIGNMENT.**

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

## **SECTION 19. CONTINUITY OF PERSONNEL.**

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

**SECTION 20. TERMINATION OF AGREEMENT.**

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

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

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

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

**SECTION 21. DEFAULT.**

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

**SECTION 22. EXCUSABLE DELAYS.**

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

**SECTION 23. COOPERATION BY CITY.**

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

**SECTION 24. NOTICES.**

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

To City: City of Wildomar  
Attn: City Manager  
23873 Clinton Keith Rd., Suite 201  
Wildomar, CA 92595

To Consultant: Spicer Consulting Group, LLC  
Attn: Melissa Bellitire, Managing Director  
25220 Hancock Avenue, Suite 300  
Murrieta, CA 92562

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

**SECTION 25. AUTHORITY TO EXECUTE.**

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

**SECTION 26. ADMINISTRATION AND IMPLEMENTATION.**

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Wildomar Municipal Code.

**SECTION 27. BINDING EFFECT.**

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

**SECTION 28. AMENDMENT.**

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Wildomar Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 29. WAIVER.**

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

**SECTION 30. LAW TO GOVERN; VENUE.**

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

**SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.**

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

**SECTION 32. ENTIRE AGREEMENT.**

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

**SECTION 33. SEVERABILITY.**

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

**SECTION 34. CONFLICTING TERMS.**

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

**CITY OF WILDOMAR**

\_\_\_\_\_  
Gary Nordquist  
City Manager

**ATTEST:**

\_\_\_\_\_  
Debbie A. Lee  
City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

\_\_\_\_\_

By: \_\_\_\_\_  
Melissa Bellitire \_\_\_\_\_  
Its: Managing Director \_\_\_\_\_

By: \_\_\_\_\_  
Shane Spicer \_\_\_\_\_  
Its: Managing Director \_\_\_\_\_

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

| <b>CAPACITY CLAIMED BY SIGNER</b>   | <b>DESCRIPTION OF ATTACHED DOCUMENT</b> |
|---|---|
| <input type="checkbox"/> INDIVIDUAL<br><input type="checkbox"/> CORPORATE OFFICER<br>_____<br>TITLE(S)  | _____<br>TITLE OR TYPE OF DOCUMENT      |
| <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED<br><input type="checkbox"/> GENERAL  | _____<br>NUMBER OF PAGES                |
| <input type="checkbox"/> ATTORNEY-IN-FACT<br><input type="checkbox"/> TRUSTEE(S)<br><input type="checkbox"/> GUARDIAN/CONSERVATOR<br><input type="checkbox"/> OTHER _____ | _____<br>DATE OF DOCUMENT               |

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_,

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(SIGNATURE OF NOTARY)

**OPTIONAL**

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

| <b>CAPACITY CLAIMED BY SIGNER</b>             |                                  | <b>DESCRIPTION OF ATTACHED DOCUMENT</b> |
|---|----------------------------------|---|
| <input type="checkbox"/> INDIVIDUAL           |                                  | _____                                   |
| <input type="checkbox"/> CORPORATE OFFICER    |                                  | TITLE OR TYPE OF DOCUMENT               |
| _____   | TITLE(S)                         |   |
| <input type="checkbox"/> PARTNER(S)           | <input type="checkbox"/> LIMITED | _____                                   |
|   | <input type="checkbox"/> GENERAL | NUMBER OF PAGES                         |
| <input type="checkbox"/> ATTORNEY-IN-FACT     |                                  | _____                                   |
| <input type="checkbox"/> TRUSTEE(S)           |                                  | DATE OF DOCUMENT                        |
| <input type="checkbox"/> GUARDIAN/CONSERVATOR |                                  |   |
| <input type="checkbox"/> OTHER _____          |                                  |   |

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "B"**  
**COMPENSATION**

**I. Consultant shall use the following rates of pay in the performance of the Services:**

|                                    |                         |
|------------------------------------|-------------------------|
| A. <u>LLMD 89-1C Annual Report</u> | <u>\$14,750</u>         |
| B. <u>CSA's Annual Report</u>      | <u>\$8,750</u>          |
| C. <u>Measure Z Annual Report</u>  | <u>\$5,000</u>          |
| D. <u>CFD Administration</u>       | <u>\$7,500</u>          |
| E. <u>CFD Zone Annexation</u>      | <u>\$5,000-\$10,000</u> |

Hourly Rates by Classification

**II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the City Manager or his designee.**

**IV. The total compensation for the Services in accordance with Section 1, Term of Agreement shall not exceed \$ N/A as provided in Section 4 "Compensation and Method of Payment" of this Agreement.**

## **EXHIBIT "C"**

### **INSURANCE**

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

1. Minimum Scope of Insurance. Consultant shall maintain Consultant liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The Consultant liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional three (3) year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Consultant shall maintain limits of Consultant liability insurance no less than \$1,000,000 per occurrence.

B. Other Provisions. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

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

3. The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

SPICE-1

OP ID: LR

DATE (MM/DD/YYYY)

09/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |  |
|--|--|--|
| <b>PRODUCER</b><br>ISU Ins. Svc.-Cormarc Tasman<br>License# 0E63467<br>25220 Hancock Ave. #200<br>Murrieta, CA 92562<br>Mike North | <b>CONTACT NAME:</b> Mike North<br><b>PHONE (A/C, No, Ext):</b> 951-290-5040<br><b>FAX (A/C, No):</b> 951-278-0664 |  |
|  | <b>E-MAIL ADDRESS:</b>   |  |
| <b>INSURED</b><br>Spicer Consulting Group<br>dba: Spicer Consulting Group<br>25220 Hancock Ave. #300<br>Murrieta, CA 92562         | <b>INSURER(S) AFFORDING COVERAGE</b>   |  |
|  | <b>INSURER A:</b> Travelers Casualty Ins Co  |  |
|  | <b>INSURER B:</b> Lloyd's of London  |  |
|  | <b>INSURER C:</b>  |  |
|  | <b>INSURER D:</b>  |  |
|  | <b>INSURER E:</b>  |  |

NAIC #

19046

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | COMMERCIAL GENERAL LIABILITY   |           |          | 680-2H870106  | 05/31/2016              | 05/31/2017              | EACH OCCURRENCE \$ 2,000,000   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><b>X Business Owners</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A        | AUTOMOBILE LIABILITY   |           |          | 680-2H870106  | 05/31/2016              | 05/31/2017              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000   |
|          | <input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                          |           |          |               |                         |                         | BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          | UMBRELLA LIAB  |           |          |               |                         |                         | EACH OCCURRENCE \$   |
|          | EXCESS LIAB  |           |          |               |                         |                         | AGGREGATE \$   |
|          | DED  |           |          |               |                         |                         | \$   |
|          | RETENTION \$   |           |          |               |                         |                         | \$   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |           |          |               |                         |                         | PER STATUTE OTH-ER   |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)  |           |          |               |                         |                         | E.L. EACH ACCIDENT \$  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$  |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$   |
| B        | Professional liability   |           |          | MPL1755580.16 | 05/31/2016              | 05/31/2017              | Limit 2,000,000<br>deductibl 10,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

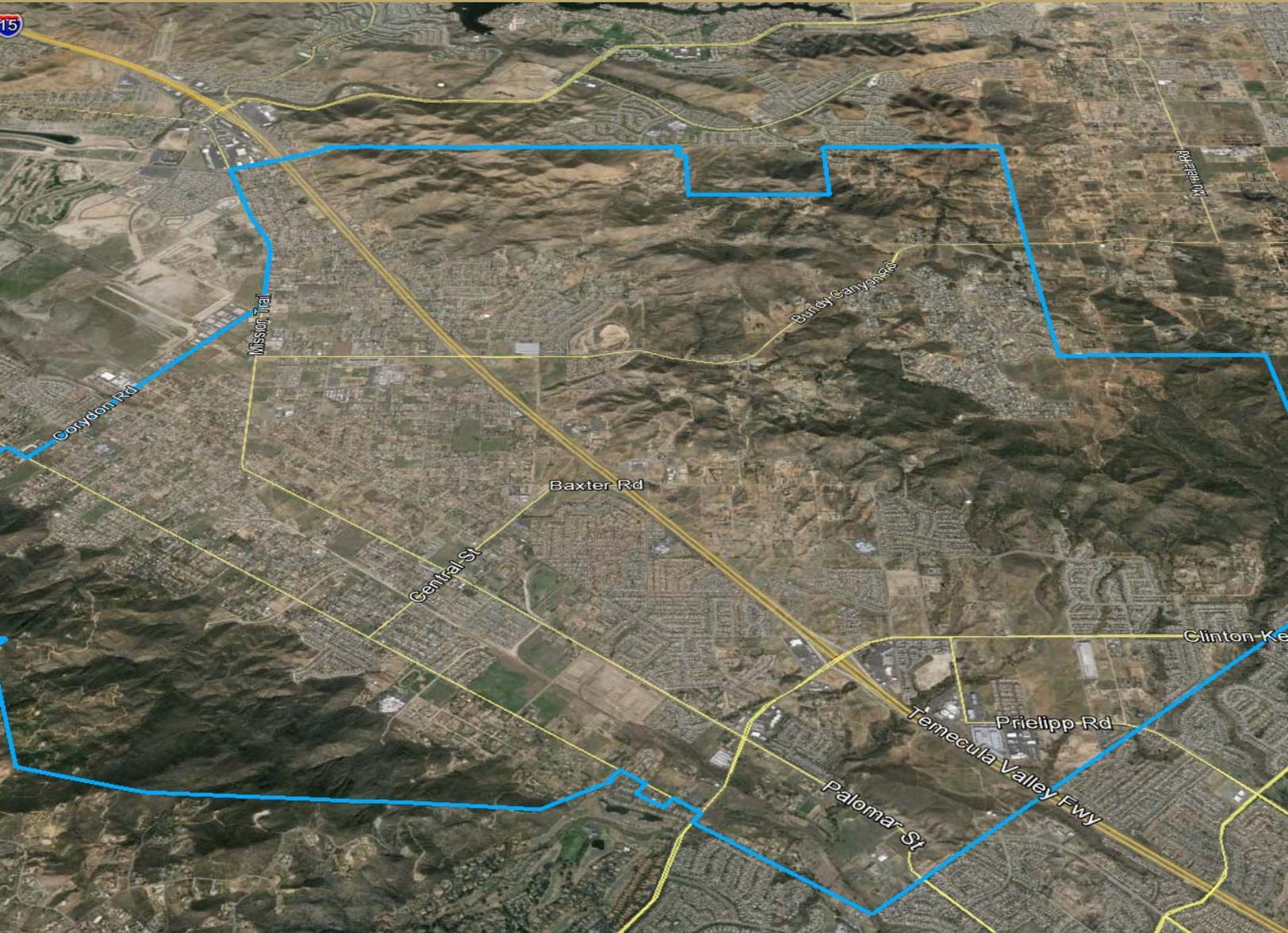
**CERTIFICATE HOLDER****CANCELLATION**

|  |   |
|--|---|
| <b>WILD238</b><br><br><b>City of Wildomar</b><br>23873 Clinton Keith Rd., #201<br>Wildomar, CA 92595 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|

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# City of Wildomar

On-Call Assessment Engineering  
Special Tax Services



SPICER CONSULTING  
GROUP

September 15, 2016



September 15, 2016

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

Dear Mr. York:

Thank you for including Spicer Consulting Group (SCG) in your request for proposal process. SCG is pleased to submit this proposal to provide On-Call Assessment Engineering/Special Tax Services for the City of Wildomar (City).

The City is located in one of the fastest growing areas in California. Since the City incorporated in 2008 there has been approximately 2-3% growth in population annually. Despite the growth opportunities the City has it continues to deal with financial difficulties that resulted from both the Great Recession and the loss of the Motor Vehicle License Fee (MVLFF) in 2011 by Governor Brown. Given these challenges it is imperative that the City continues to realize the full property tax revenues received from the City's Special Districts that finance vital services to the community. It is essential the City selects a consultant that will be able to work as an extension of the City's senior management staff and provide accurate and timely service delivery.

SCG has both a full understanding of the City's needs and an approach that will ensure the City retains the "A" team it deserves. Our project managers have intimate working knowledge of the City's requirements having provided the administration and annexation services for the City's Special Districts for the past three years. SCG's approach to providing consulting services is to be solution oriented and value added demonstrated by the strong working relationships we have built through the years. We bring with us the experience of having worked with over 50 local agencies with hundreds of Special Districts requiring annual levy budget preparations, calculations, and enrollments. SCG will provide the City an elevated level of quality assurance, senior level experience, and sound recommendations based on our understanding of the City's goals and policies.

The project team at SCG possesses a tremendous amount of experience in forming, annexing, and administering these types of special financing districts for cities. Shane Spicer and Melissa Bellitire will act as co-project managers for the City of Wildomar's Special Districts administration. Melissa will be the City's day-to-day contact and will be responsible for the accurate and timely delivery of work product, attendance, and participation at team meetings. We will work with City Staff in a seamless transition of the work and establish a workflow that meets the City's objectives and will provide a comprehensive solution to all matters related to the City's various Special District needs.

SCG is excited to have the opportunity to work and collaborate with the City and continue a strong working relationship founded on trust and integrity. If you have any questions regarding this proposal please feel free to contact me directly at (951) 595-9148, via email at [melissa.bellitire@spicercg.com](mailto:melissa.bellitire@spicercg.com) or Shane Spicer at (951) 520-3331, via email at [shane.spicer@spicercg.com](mailto:shane.spicer@spicercg.com).

Sincerely,

*Melissa Bellitire*

Melissa Bellitire  
Managing Director

*Shane Spicer*

Shane Spicer  
Managing Director

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## 1. List of Personnel

SCG is staffed with seasoned professionals who are dedicated to providing our clients with the best possible results. The SCG staff is fully knowledgeable with all changes to laws, codes, and regulations affecting local governments. Our team has the reputation of working with our clients as partners by developing an intimate knowledge of their needs and responding with strategic and timely solutions.



The assigned project team for the City of Wildomar offer over 24 years of relevant experience, including forming the City's first services CFD for public safety and maintenance services. The following individuals will perform the work for the City of Wildomar.

**Melissa Bellitire** will serve as Lead Project Manager. Melissa's experience, expertise, and commitment to client service make her best suited to serve as Lead Project Manager for this project. She will oversee, in an efficient and effective manner, the full administration and annexation process and help ensure quality and accuracy. Melissa specializes in the setup and annual administration of Landscaping, Lighting Maintenance Districts (LLMDs), Community Service Areas (CSAs), Parcel Taxes, and Community Facilities Districts (CFDs). She is well-versed at anticipating the client's needs throughout the entire administration and annexation process. Melissa will be the day-to-day contact for City Staff, and be responsible for maintaining the project schedules, the preparation of the engineer's reports, and prepare annual budget analysis' for each Special District.

**Shane Spicer** will serve as Co-Project Manager. Shane has a strong technical and professional background with municipal agencies which make him well versed with the ability to serve the best interests of the City. Shane will work with City Staff to ensure a successful outcome of this project from beginning to end. This will include a strict adherence to the project schedule that will be developed and maintained at the project's onset. Shane has been responsible for the placing of more than 1,110,000 charges on the tax roll totaling more than \$150 million annually. Shane has provided full formation, administration, and consulting services, including Proposition 218, to more than 300 Special Financing Districts for municipalities throughout California.

## MELISSA BELLITIRE

### Professional Background:

Managing Director and founding member of SCG – Spicer Consulting Group  
*June 2016- Present*

Finance Manager at Albert A. Webb Associates  
*March 2007 – April 2016*

Financial Analyst at NBS Government Finance Group  
*May 2004 – March 2007*

### Professional Organizations:

Member of California Society of Municipal Finance Officers (CSMFO)

Member of Government Finance Officers Association (GFOA)

Member of Commission on Assessments Special Tax and Other Financing Facilities (CASTOFF)

### Education:

BS, Business Administration, Emphasis in Finance  
California State University San Marcos



Ms. Melissa Bellitire provides ongoing administration services to municipalities in Southern California counties for their special financing districts. Currently, Ms. Bellitire is the Project Manager for the City of Lake Elsinore which was named the fastest growing City in California between 2012 and 2013 with an increase of 50,000 more residents. The City currently has 40 Community Facilities Districts, one Assessment District, two Landscape and Lighting Districts and three Safety Tax measures totally over \$26 million in revenues.

She specializes in administering multiple 1915 Act Assessment Districts, 1982 Community Facility Districts, Landscape and 1972 Lighting Maintenance Districts, Citywide Special Tax Districts, NPDES Storm Water Discharge Districts, 1982 Benefit Assessment Districts, and Tax Roll Billings for Refuse Collection and Nuisance Abatement Services. In aggregate, Ms. Bellitire was responsible for maintaining approximately 785,000 parcels which generated \$50 million dollars in special financing revenues annually. Ms. Bellitire has served as the Project Manager for the City of Wildomar, Riverside County Executive Office, Riverside County Flood Control and Water Conservation District, City of Riverside, City of Desert Hot Springs, City of Menifee, and the City of Santee.

Ms. Bellitire's ongoing administration duties include; day to day interaction with clients, meeting with Agency staff members, annual budget analysis for each District, preparation of the projects schedules and providing cost estimates, calculation of bond calls, database maintenance including research parcel changes, preparing Council resolutions and staff reports; attending Board of Supervisor/City Council meetings, attendance of public hearings, annually calculating, apportioning and submitting the assessments/special taxes to the Auditor-Controller; preparing GIS Audit Maps for each District to ensure all eligible parcels were applied to the secured roll, researching parcel exemptions and sending direct invoices to parcels not applied to the secured roll; title company requests for demand/release of liens, answering property owner inquiries; delinquency management monitoring and foreclosure recommendations if needed; close out analysis for Districts that are reaching maturity, interpreting method of apportionments and performing the reallocation of liens; preparation of the Annual Engineer's Report, CDIAC Reporting, Annual Reports for Assessment Districts and Community Facilities Districts, Annual Continuing Disclosure Reports, Senate Bill 165 compliance reports in adherence to SEC requirements and maintaining on-going communication with the clients.

## SHANE SPICER

### Professional Background:

Managing Director and founding member of SCG – Spicer Consulting Group  
*June 2016- Present*

Director at Albert A. Webb Associates  
*May 2006 – June 2016*

Financial Analyst at NBS Government Finance Group  
*August 2004 – May 2006*

### Professional Organizations:

Member of California Society of Municipal Finance Officers (CSMFO)  
Member of Government Finance Officers Association (GFOA)  
Member of Commission on Assessments Special Tax and Other Financing Facilities (CASTOFF)  
California Special Districts Association (CSDA)

### Education:

BS, Physical Science, Emphasis in Mathematics  
California Baptist College  
MBA, Business Administration, Emphasis in Finance  
California State University San Bernardino



Mr. Spicer has been providing land secured finance consulting services to a variety of public agencies throughout the state of California. He has been assisting these agencies with their formation, bond sales, and administration for special financing districts including Assessment Districts, Community Facilities Districts, and Landscape and Lighting Maintenance Districts. Mr. Spicer specializes in working with public agencies to identify viable revenue opportunities in order to establish these special financing districts to provide vital infrastructure and/or services to their communities. Mr. Spicer has been providing these services for more than twelve years.

Mr. Spicer has specialized in providing formation services through establishing more than 40 facilities and services financing districts for municipalities. Mr. Spicer has participated in forming capital facilities Community Facilities Districts for the largest land secured financing agencies in the State of California. He has also worked with the City of Wildomar, City of Desert Hot Springs, City of Santee, Ventura County Flood Control District, City of Menifee, City of Corona, Jurupa Community Services District, and the City of Lake Elsinore in establishing maintenance services districts for landscaping, lighting, drainage, and etc. Mr. Spicer has recently assisted a number of agencies including, City of Wildomar, City of Corona, City of Menifee, and the City of Lake Elsinore in establishing public safety and fire Community Facilities Districts.

Mr. Spicer has also participated in a number of municipal bond transactions totaling more than \$300M in debt issuances. Mr. Spicer provides comprehensive services related to these bond transactions which have included single facilities district and multiple improvement area new money bond issuances, bond refinancing's, and senior and subordinate structured financings.

In addition to providing formation and bond sale support services Mr. Spicer has worked with a number of City, County, and Water District agencies to provide sound business practices for administering these special financing districts. Mr. Spicer has been involved in all aspects of the administration process working with these public agencies from identifying missing revenues, establishing comprehensive disclosure policies, insuring accurate tax enrollments, including acting as a liaison to inform and educate the community and the legislative body of any issues they may be facing with their special financing program.

## 2. Similar Projects

Below is a sampling of projects and references our team members have provided similar services as project manager.

### CITY OF WILDOMAR

#### *LLMD, CSA, and CFD Formation, Annexation, and Administration Services*

SCG project managers have previously provided full administration, annexation, and formation services to the City's LLMD 89-1C, CSAs 22, 142, 103, Citywide Parks Tax, and a maintenance CFD 2013-1. The project managers administered these Special Districts for three (3) years. During that tenure we had enrolled more than 28 separate fund numbers, 21,000 charges for nearly \$1M annually. These districts include a landscape maintenance district with 20 separate benefit zones, three CSAs with varying tax rates per tract, and a CFD. These Special Districts provide funds for the City's streetlights, landscaping, drainage facility maintenance, park maintenance, pavement management, graffiti abatement, and trails maintenance services throughout the community. SCG project managers also formed the City's first citywide CFD 2013-1 to provide comprehensive maintenance and public safety services for all new development.



#### *Contact:*

Dan York

Assistant City Manager

Phone: (951) 677-7751; Ext. 216

Email: dyork@cityofwildomar.org

### CITY OF LAKE ELSINORE

#### *Assessment District, LLMD, and CFD Formation, Annexation, and Administration Services*

The City of Lake Elsinore utilizes Landscape Maintenance Districts and Community Facilities Districts to fund infrastructure and maintenance projects throughout the City. SCG currently provides full administration, annexation, and formation services to more than 60 special financing districts for approximately \$26 million for the most recent tax year. These districts include a citywide landscape maintenance district, a landscape maintenance district with 26 separate benefit zones, an Assessment District, and 28 CFDs which generated more than \$3 million in landscape maintenance revenues and \$2.5 million in public safety funds for the City of Lake Elsinore.



SCG also provides full formation and annexation services for multiple CFDs annually. Over the past two years the City has successfully formed six CFDs and several annexations to provide key funding for infrastructure, maintenance, and public safety services to their growing community.

#### *Contact:*

Jason Simpson

Assistant City Manager

Phone: (951) 674-3124

Email: jsimpson@Lake-Elsinore.org

## CITY OF MENIFEE

### *LLMD, CSA, and CFD Formation, Annexation, and Administration Services*

SCG project managers have previously provided full administration, annexation, and formation services to the City's LLMD 89-1C, CSAs 33, 43, 84, 86, 138, and 145, and five maintenance CFDs 2012-1, 2012-2, 2014-1, 2014-2, and 2015-2. The project managers administered these Special Districts for three (3) years. During that tenure we had enrolled more than 30 separate fund numbers, 36,000 charges for approximately \$3M annually. These districts include a landscape maintenance district with 20 separate benefit zones, six CSAs with varying tax rates per tract, and five CFDs. These Special Districts provide funds for the City's streetlights, landscaping, drainage facility maintenance, park maintenance, and sheriff services throughout the community. SCG project managers also formed the City's first citywide CFD 2015-2 to provide comprehensive maintenance services for all new development.

*Contact:*

Robert Lennox  
Community Services Director  
Phone: (951) 723-3880  
Email: rlennox@cityofmenifee.us



## CITY OF DESERT HOT SPRINGS

### *LMDs, DAD, Parcel Tax, and CFD Formation, Annexation, and Administration Services*

SCG project managers have previously provided full administration, annexation, and formation services to the City of Desert Hot Springs Citywide LMD, LMD 2 (18 Zones), DAD (17 Zones), CFD 2006-1, CFD 2010-1 (Services), tax roll billing, and two Public Safety Parcel Tax districts. Having administered these Special Districts for more than ten (10) years, enrolling more than 36 separate fund numbers, 38,000 charges for approximately \$5.6M annually. These districts provide the City approximately \$3.3M annually for maintenance services, and \$2.3M for public safety services. In addition to providing the annual administration to these Special Districts the project managers were also responsible for forming the City's two CFDs, CFD 2006-1 for infrastructure financing, and CFD 2010-1 formed to provide citywide maintenance services.

*Contact:*

Linda Kelly  
Finance Manager  
Phone: (760) 329-6411; Ext. 289  
Email: lkelly@cityofdhs.org



### 3. Company History, Understanding, Approach, and Work Statement

SCG is a public finance consulting firm with an office in Murrieta, California that specializes in forming and administering special financing districts in Inland Southern California. SCG was founded in 2016 by experienced finance professionals with more than a dozen years each in the municipal finance industry. We are a privately held organization that works exclusively for public agencies and not private developers. Our main focus is partnering with our clients to identify innovative and sound financing solutions that meet the needs of their community, and not on reporting to shareholders.



*“Our primary objective is to be solution oriented and value added”*



We have built a reputation in the industry as possessing key project managers that consistently deliver a top quality product, on time, and within budget. Our management team are industry leaders in all aspects of municipal services and infrastructure financing, including annual administration of special financing districts. SCG provides local public agencies including but not limited to the following services:

#### Administration Services

- ◆ Budget Preparation
- ◆ Debt Service Schedule Maintenance
- ◆ Bond Call Analysis
- ◆ Prepare Preliminary and Final Engineer's Reports
- ◆ Annual Levy Enrollment
- ◆ Tax Roll Billing
- ◆ Delinquency Monitoring
- ◆ Municipal Disclosure Reporting
- ◆ Annual Report Preparation
- ◆ Property Owner Call Support

#### Consulting Services

- ◆ Community Facilities District Formation
- ◆ Rate and Method of Apportionment Development
- ◆ Tax Rate Analysis
- ◆ Cost Estimating
- ◆ CFD/LMD Annexation Services
- ◆ Assessment District Formation
- ◆ Assessment Spread Allocation
- ◆ Bond Sale Table Preparation
- ◆ Refunding Consulting
- ◆ Public Hearing Presentations

## Project Understanding and Approach

SCG understands the City’s request for services to assist in providing comprehensive administration and annexation services for the City’s Special Districts. Our team has worked with over 50 local agencies with hundreds of Special Districts requiring annual levy budget preparations, calculations, and enrollments. Our project managers have intimate working knowledge of the service needs and expectations of City Staff having previous experience in providing the administration and annexation services for the City’s Special Districts. We are fully aware of the limited resources that the City has to perform work in-house due to the loss of Motor Vehicle License Fee (MVLFF) when the City incorporated. We understand that the budgets for the LMDs and CSAs are limited due to having fixed assessments and a continued rise in energy costs. Therefore, identifying viable options such as the WRCOG streetlight acquisition program is important to ensure the City will not continue to draw upon the City’s General Fund. Given these limited resources it is critical that the consultant providing these services truly works as an extension of the City’s senior management staff to insure an accurate work product and a high-level of service delivery. SCG’s approach for providing these services provides the senior level quality of work the City requires.

SCG approach to providing consulting services is to establish a strong working relationship built on trust and confidence in our abilities. We accomplish this by consistently delivering a high quality and accurate work product, provide City Staff with senior-level support, and demonstrate a strong understanding of the City’s Special Districts and economic needs.

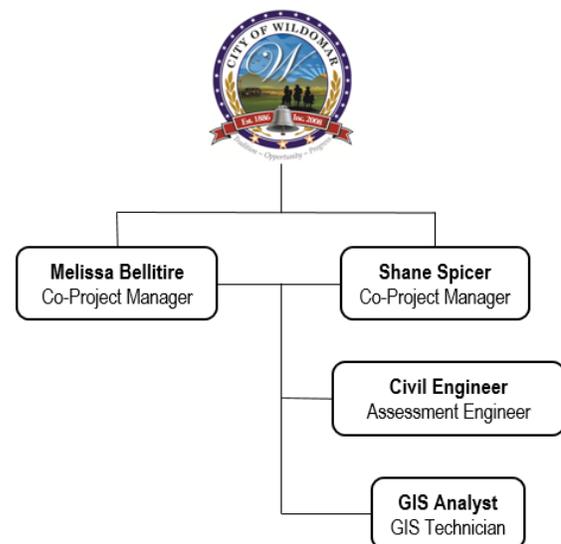
To assure and maintain quality assurance, SCG instituted an internal audit and review protocol that requires a minimum of three reviews of any deliverable product. It is our goal to provide these deliverables ahead of the

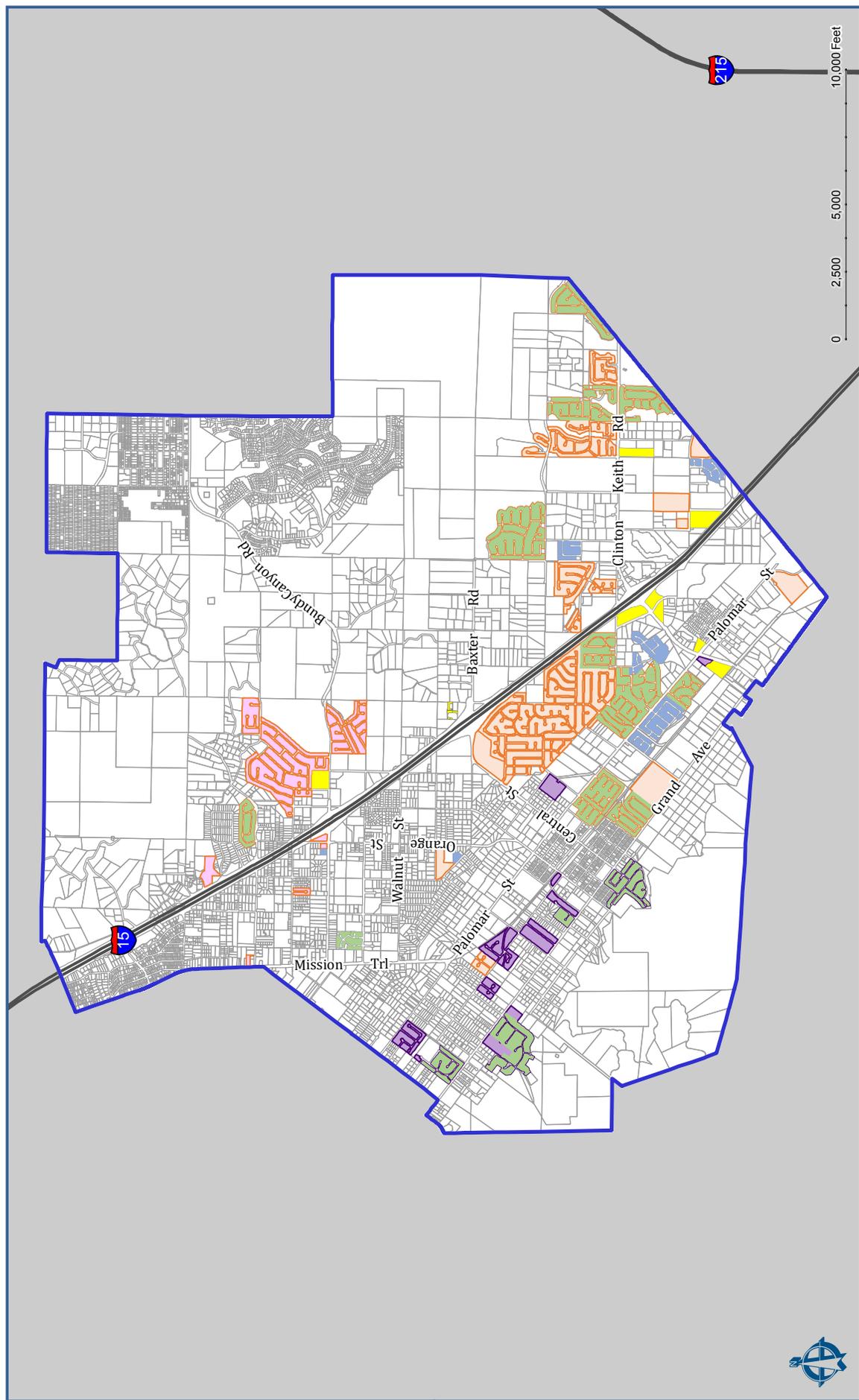
*“A picture is worth a thousand words” and it truly is when dealing with millions of dollars in revenues for Special Districts. Data is vital and auditing that data is crucial to getting it right, the first time.*

deadline to allow City Staff sufficient time to review and approve. Specifically, the annual levy enrollment process requires an acute attention to detail in order to manage thousands of records and insure accuracy. A significant function of our annual levy quality assurance is the use of our annual Levy Audit Maps utilizing GIS (Geographic Information System) technology, see Appendix B for an example.

It is our experience that given the economic difficulties many public agencies continue to realize City Staff does not have the time or manpower to do things more than once. SCG provides the senior level experience that is key to avoiding mistakes, insuring timely delivery, and truly acting as an extension of staff. Adjacent is the City of Wildomar’s project team:

SCG’s team is confident that we will be able to seamlessly transition the Special District administration services requested by the City. Our experienced staff and understanding of the Riverside County parcel information will allow SCG to insure an accurate work transfer with little time needed from City Staff. See the following page for an illustration of the City’s current Special District’s mapped by our team using SCG resources.





# SPECIAL FINANCING DISTRICTS

## CITY OF WILDOMAR

|  |                 |  |                  |  |                  |  |                  |
|--|-----------------|--|------------------|--|------------------|--|------------------|
|  | CFD 2013-1      |  | CSA 103 DRAINAGE |  | CSA 142 LIGHTING |  | L&LMD 89-1 C STL |
|  | CSA 22 LIGHTING |  | CSA 103 LIGHTING |  | L&LMD 89-1 C     |  | CITY BOUNDARY    |



SCG focuses on gaining a *strong understanding* of the City's goals and policies and all aspects associated with each of the City's Special Districts. Often times these funds are critical to the City's ability to provide a quality service to the community. SCG possesses extensive experience working with the Riverside County Auditor/Controller's Office, and the Riverside County Assessor's Office and Tax Collector and has direct access to real-time tax information through the County's database system. This experience and our prior working relationship allows us to have a deep appreciation and understanding of all aspects of the City's Special Districts.

### Work Statement

As previously stated SCG specializes in administration and annexation services to local agencies with Special Districts. Upon award of the contract SCG will begin immediately transitioning the information/documentation, recreating the prior year's levy and audit the Special Districts to insure the work transfer is complete, with little impact to City Staff. Once completed SCG will schedule a meeting to review the annual levy process with Staff. Below is a typical administrative timeline outlining the typical service and deliverable due:

| Due Date  | Description   | Party Responsible | Deliverable         |
|-----------|---|-------------------|---------------------|
| April     | Kick Off Meeting  | SCG/City Staff    | Timeline            |
| April     | Preliminary Engineer's Report- Draft  | SCG               | Prelim ER - Draft   |
| May       | Budgets to SCG  | City Staff        | Budgets             |
| May       | City provides SCG their comments/changes to Draft Engineer's Report         | City Staff        |                     |
| May       | SCG completes the Preliminary Engineer's Report                             | SCG               | Prelim ER - Final   |
| May       | Staff Report / Resolutions Materials for City Council                       | SCG               | ROI Materials       |
| May       | Resolution of Engineer of Work and Intention                                | All               |                     |
| June      | SCG completes the Final Engineer's Report                                   | SCG               | Final ER            |
| June      | Public Hearing Notice to be published                                       | City Staff        | Notice              |
| June      | Staff Report / Resolutions Materials for City Council                       | SCG               | PH Materials        |
| June      | Resolution of Public Hearing  | All               |                     |
| July      | City Staff provides SCG signed Resolutions approving the Annual Assessments | All               | Resolutions         |
| July      | SCG prepares Prop 218 Compliance Letter to be signed by City Staff          | City Staff        | Prop 218 Letter     |
| August    | SCG submits the resolution and enrollments to the County Auditor-Controller | SCG               | Levies to County    |
| August    | SCG submits any parcel rejects to the County Auditor-Controller             | SCG               |                     |
| September | SCG provides City with final enrollment reports                             | SCG               | Levy Detail Reports |

SCG offers all-inclusive administration and annexation services that are factored into both our scope of work and the estimated costs to provide these services. SCG provides a comprehensive approach to administration managing every step of the process beginning each March/April with a Kick-off meeting with City Staff. At that meeting we will establish the appropriate lines of communication and provide a detailed timeline that includes all milestones, party responsibilities and deliverables. SCG will provide a framework of the budgets for the various Special Districts to be completed, drafts of the Preliminary Engineer's Reports, Staff Reports, and Resolutions to review for form and content. SCG will be in communication with City Staff to complete the budgets, Engineer's Reports, and add any new information relevant to the current year's levy including new zones anticipated to receive services. Using SCG resources we will review the secured roll parcel data and communicate any changes to City Staff as new development occurs. SCG will coordinate the completion of Staff Reports, Resolutions, Map Exhibits, and other agenda items with City Staff and the City Attorney for both City Council meetings. SCG will attend the meetings and upon approval from City Council submit the levies to the County Auditor's Office by the August deadline.

Additionally, as the City continues to grow and new development occurs at the City they will be conditioned to annex into the City's CFD 2013-1 (Public Services). At the time of formation, it was anticipated that these developments will mitigate their impacts to public services. For the Special Tax A component each projects feasibility analysis will be evaluated for their tract specific maintenance needs as well as the citywide maintenance needs for parks, trails, and graffiti abatement. In order to expedite this analysis an annexation application would be provided to the developer that will provide the information necessary to accurately calculate the maintenance requirements and provide the proper documentation required to expedite the process. SCG provides complete annexation support services including coordinating the schedule for processing the annexation from application receipt through City Council approval, to recording the Notice of Special Tax Lien. SCG will insure the maintenance analysis is complete meeting the City's standards, including the maintenance exhibit illustrating the maintenance facilities and establishing Special Tax A and the appropriate rate is applied for Special Tax B for public safety services.

SCG has a tremendous amount of experience in forming and establishing the annexation process for these types of districts in recent years, including the following:

| Agency                | District   | Service Provided                        | Year Formed |
|-----------------------|------------|---|-------------|
| City of Wildomar      | CFD 2013-1 | Landscape Maintenance and Public Safety | 2013        |
| City of Lake Elsinore | CFD 2015-1 | Public Safety                           | 2015        |
|                       | CFD 2015-2 | Landscape Maintenance                   | 2015        |
| City of Menifee       | CFD 2015-2 | Landscape Maintenance                   | 2015        |
| City of Santee        | CFD 2015-1 | Landscape Maintenance                   | 2015        |
| City of Corona        | CFD 2016-1 | Public Safety                           | 2016        |
|                       | CFD 2016-3 | Landscape Maintenance                   | In Process  |

## 4. Case Law

There are a number of Assessment and Special Tax court decisions that impact the way local agencies approach special financing district in the State of California. SCG has a keen understanding of these cases since they directly affect the way a special finance district is formed and administered. Many of these case studies deal with the interpretation and implementation of special assessments on real property. These cases address a number of issues related to the imposition of special assessments including: i) noticing, mailing and tabulation process; ii) the determination of the proportional general benefit versus special benefit required after the passage of Proposition 218 in 1996; iii) the need to separate and quantify the general and special benefits conferred on real property; and iv) the treatment of public properties. There have been a number of court rulings that make establishing a new special assessment more difficult every day. Due to these concerns many local agencies have turned to forming Community Facilities Districts which are much more flexible in the determination of special taxes, however, have a much higher voting threshold of 2/3rds compared to the majority approval vote requirement benefit assessment districts require.

SCG is well versed in all case laws approved affecting assessment and special tax districts. We continue to attend educational seminars and conferences and discuss these issues with other industry professionals on an annual basis. SCG will provide City Staff with periodic updates as new case law is approved and keep the City in compliance with all statutory and regulatory laws related to the City's special finance districts. Below is a brief summary of the key case laws that affect special financing districts.



*Silicon Valley Taxpayers Association v. Santa Clara County Open Space Authority* – Special benefit and proportionality requirements of Proposition 218.

*Dahm v. Downtown Pomona Property and Business Improvement Districts* – Determines the 45-day mailing, upholds assessment district formation and special benefit analysis, and allows discounted assessments.

*Town of Tiburon v. Bonander* – Assessments deemed invalid in utility undergrounding district due to proportionality analysis.

*Beutz v. County of Riverside* – Assessments deemed invalid in park assessment district due to a failure to quantify and separate special benefit from general benefits.

*Concerned Citizens for Responsible Government v. West Point Fire Protection District* – Assessment deemed invalid for fire benefit assessment district due to failure to comply with special benefit proportionality. (Depublished)

*Golden Hill Neighborhood Association, Inc. v. City of San Diego* – Assessment ruled invalid since public property was not assessed and did not meet the proportionality requirement and the failure to quantify and separate special benefit from general benefit.

*City of San Diego v. Shapiro* – *The City's charter related to voter proceedings while establishing a CFD to fund the expansion of the Convention Center does not preclude Proposition 13's definition of "qualified electors".*



## 5. Terms, Conditions, and General Form of Consultant Service Agreement

SCG accepts the terms, conditions and general form of the City of Wildomar standard Consultant Services Agreement.

## 6. Consultant Service Agreement – See Fee Letter

See Fee Letter under separate cover for a completed form of the Consultant Services Agreement.

## Appendix A. Scope of Services

1. *Services Coordination:* SCG will meet with the City staff to confirm the schedule of events for the administration and to determine the procedural and financial considerations including; establishing a timeline, identifying eligible annexations, reviewing budgets, discuss the appropriate land use classifications and discuss and identify the boundaries. SCG will work with the City to collect and review data germane to the City's LLMD's, CSA's, CFD, and Parks parcel tax (Special Districts). As a result of this meeting SCG will prepare and maintain a timeline identifying the sequence of events, responsibilities, and due dates and be in constant communication with City Staff of these requirements.



2. *Engineer's and Special Tax Report Preparation:* SCG will prepare sections and/or complete Engineer's and Special Tax Reports for the City's Special Districts. Included SCG will prepare the preliminary and final Annual Engineer's Report pursuant to Landscaping and Lighting Act of 1972, County Service Area Laws, and the provisions of California Article XIID (Proposition 218). These reports will include the following required items: i) a general description of the district, which may include key historical facts, zone designations and discussion of the district benefits; ii) a description of the plans and improvement specifications; iii) district budgets and levy summary; iv) district services and charges; v) a description of the benefit spread methodology; vii) an assessment of the estimated cost to each parcel; and viii) an affidavit stating that a professional engineer has prepared the report.

SCG will provide any enrollment and payment information necessary for the Parks Tax Oversight Committee for the purpose of complying with the City's reporting requirement.

3. *Report Signature and Dissemination:* SCG will review and sign a Statement of Engineer, stating that a registered engineer supervised the preparation of the map of the boundaries, and verifying the acreage and owner information included in all future annexations. Once finalized, SCG will provide the City with a hard copy and an electronic copy of the Engineer's and Special Tax reports containing the information used to calculate the annual installment amount for each parcel as well as a summary of the total annual levy for the Special District.

4. *City Council Meeting Preparation:* SCG will review and prepare the required documents such as the staff reports, resolutions, notices, staff scripts and attend the City Council meetings as required. SCG will work closely with City Staff and City Attorney to ensure that all documents are in compliance with Proposition 218, CSA Law, and processed in a timely manner according to the City Council meeting dates and as required for County enrollment.

### *5. Cost Estimate Preparation:*

SCG will determine, with the City's approval, the amount needed to meet the anticipated maintenance and administrative expenses for each Special District for the current Fiscal Year. The Special District budgets will include accurate cost-recovery accounting including; a) ensuring the appropriate maintenance contract costs, b) any administrative expenses, c) material costs, d) capital costs, and e) other incidental costs are incorporated into the Special District budget to achieve maximum cost-to-benefit equity.

We will also determine whether adequate and appropriate fund balances are identified.



*6. Facilities Maintenance Exhibit:* SCG will work with the applicant proposing to annex into the City's CFD in preparing a facilities maintenance exhibit that will delineate the maintenance responsibilities of which facilities, including quantities, will be maintained by the City and the property owner. This exhibit serves to be a useful instrument in ensuring all parties understand the maintenance requirements and which funding source is paying for the maintenance. These exhibits should include at a minimum the number of lots, location and quantity of: 1) landscaping area; 2) trees; 3) drainage facilities; 4) streetlights and traffic signals; 5) street pavement; and etc.

*7. Future Annexations:* SCG will provide all the same services as required for future annexations into the Special Districts. SCG will meet with the City staff to confirm the schedule of events, procedural and financial considerations, establish the appropriate land use classifications, maintenance needs, and identify the boundaries of the annexation.

*Financial Analysis for Annexations:* SCG will apply the Rate and Method of Apportionment and calculate the annual special taxes to be levied. We will report this information to the City and assist in the budget review process. We will prepare a parcel database for the City and provide estimates of the special tax revenues.

*Data Collection:* SCG will obtain the latest assessor's parcel maps and equalized tax roll information from the Riverside County Assessor's Office for the parcels within the proposed Special Districts, and Geographic Information System (GIS) shape files for the annexation.

*Maintenance Data:* SCG will coordinate with the City in determining what the necessary levels of services that would be required for proper allocation per the Rate and Method of Apportionment for the annexation.

*Annexation Boundary Map:* SCG will prepare the Annexation Boundary Map, illustrating the boundaries of territory proposed for inclusion in the district, capturing the entirety of any parcel subject to taxation by the district. The map shall meet the requirements of the Mello-Roos Act and the Riverside County Recorder's Office. Additionally, SCG will record the map with the Recorder's Office.



*8. Annual Levy Preparation and Submittal:* SCG will determine the Annual Levy requirement for the current Fiscal Year on or before August 10. SCG will calculate and prepare the annual levy for the Special Districts in "ASCII text" a format and media acceptable for direct submission to the Riverside County Auditor-Controller's Office, including the enabling resolution, prior to the statutory deadline and shall perform adjustments and corrections to the levies on the property tax rolls as necessary.

*9. Annual Enrollment Correspondence:* SCG will prepare all Proposition 218 compliance forms for each fund number utilized by the City for the Auditor-Controller's Office, as well as any summary statements and authorized signature forms.

*10. Resubmittals and Adjusted Property Tax Bills:* If any changes to the secured tax roll necessitate corrections/revisions after the deadline, SCG will research, recalculate and, with the City approval, rectifies the issue. We will notify the City of the assessor's parcel numbers that were rejected by the County and therefore may not be assessed.

*11. Meeting Materials:* In addition to the kick-off meeting, SCG can coordinate meetings with the City to make recommendations and confirm budgets, findings, and development review, as well as prepare all materials necessary for the informal meetings or hearings held for the purpose of disseminating information to the public.



*12. Responses to Property Owner Questions:* SCG is fully staffed to serve as the initial and primary contact to property owners, title companies and other interested parties regarding the Special District proceedings and annual installments. A toll free telephone number, of SCG designation, will appear on the regular property tax billing, next to the specific line item, to facilitate contact with the public. City Staff may also refer property owners, title companies and other interested parties to that toll free number in regards to the parcel tax proceedings and annual installments.

*13. Public Hearings:* SCG will attend at least one (1) Public Hearing annually as determined by the City for the annual enrollment. Additionally, SCG will attend meetings for new annexations. We will attend all hearings and public meetings as required by the appropriate improvement act(s) fully prepared to present all necessary testimony and to respond to all public comments.

*14. Work Product Retention:* SCG can retain all working papers and reports for a minimum of five (5) years and provide these documents upon request. SCG will respond to inquiries as requested by the City for all services rendered for the Special Districts.

### *Additional Services*

The additional services listed below can be provided upon request by the City in writing. Any additional services authorized by the City the fees for services will be determined upon request.

#### *15. Consulting Services*

SCG can provide consulting services and advice to the City as necessary, including due diligence to ensure accuracy in the establishment of any Special District or recommendations as new projects are presented to the City regarding financing infrastructure or services.

#### *16. Infrastructure Formation Services*

*16.A. Kickoff Meeting and Gathering Information:* SCG will work to establish lines of communication and gain understanding of the specific goals, components and criteria to meet the City's needs. SCG will meet with the City's Staff, legal counsel, team of consultants and project proponents to confirm the District's schedule of events, procedural and financial considerations, establish the appropriate land use classifications and discuss and identify the boundaries of the proposed District.

*16.B. Data Collection:* SCG will obtain the latest assessor's parcel maps and equalized tax roll information from the Riverside County Assessor's Office for the parcels within the proposed District, and Geographic Information System (GIS) shape files for creating the database and for mapping the proposed boundaries of the District.

*16.C. Pro Forma Preparation:* SCG will prepare a preliminary special tax analysis Pro Forma for the proposed District. The analysis will include a projected bond sizing and total tax rates, use of proceeds, undeveloped tax summary, and maximum Special Tax coverage computations. We will prepare a model to include the maximum special tax coverage that can be expected comparing the maximum special tax rates to the amount estimated to be necessary to repay bonds to be issued. SCG will compute the total effective tax rate for each parcel, each property owner and each property classification using the latest information available from the County. We will prepare a use of proceeds calculation that will identify the amount of potential funds that could be generated separated by agency. SCG will calculate the total net taxable acreage and determine the undeveloped tax rate to be included.

*16.D. Rate and Method of Apportionment:* SCG will prepare a proposed rate and method of apportionment that takes into consideration the various land use classifications, maintenance categories, and provides the necessary flexibility for a variety of developments to be included in the City. The methodology will take into consideration: clarity of language in the definition of terms, ability of the property to be assigned to different tax classifications, and presence of a mechanism to levy taxes in the event of a change in projects and usage.

*16.E. Public Report Preparation:* SCG will prepare the District public report, including a description of the facilities to be financed and projected annual special tax and present it to the City Council at the Public Hearing.

*16.F. Landowner Election:* SCG will prepare a list of the owner names and acreages and obtain a certificate from the Registrar of Voters whether confirming there are, or are not, registered voters within the boundaries of the District.

*16.G. Notice of Special Tax Lien:* SCG will provide a list of Assessor's Parcels for the Notice of Special Tax Lien and records the notices.

*16.H. Document Review and Preparation:* SCG will review and prepare the required documents for the formation of the District. SCG will also assist the formation team in preparing a procedure for performing future annexations to the District.

*16.I. Boundary Map:* SCG will prepare the Boundary Map illustrating the boundaries of territory proposed for inclusion in the district capturing the entirety of any parcel subject to taxation by the proposed district. The map shall meet the requirements of the Act and the Riverside County Recorder's Office. Additionally, SCG will record the map with the Recorder's Office.

## *17. Bond Issuance Services*

*17.A. Kickoff Meeting and Gathering Information:* The purpose of this task is to establish lines of communication and gain understanding of the specific goals, components and criteria to meet the City's financing needs.

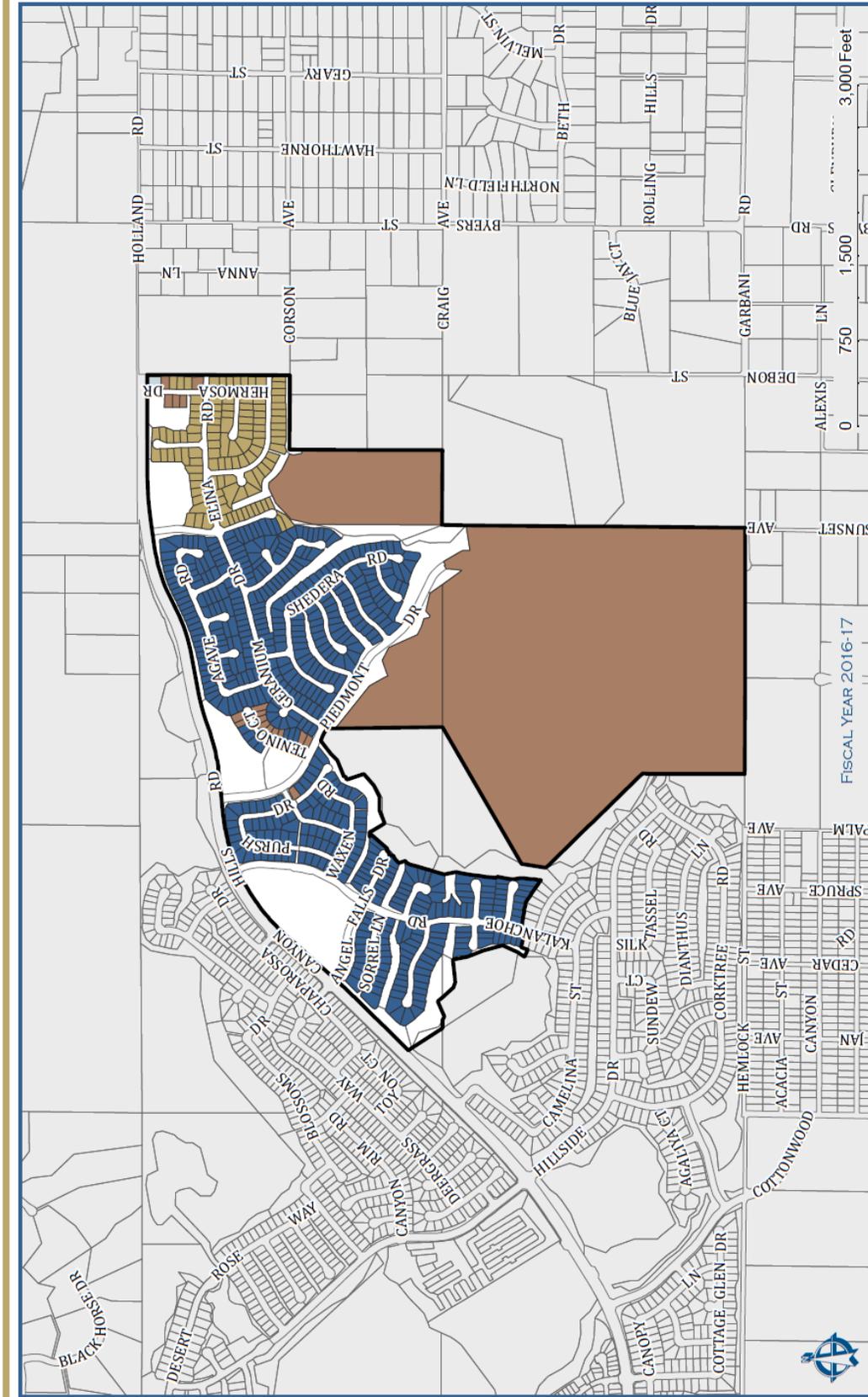
*17.B. Data Collection:* SCG will obtain the latest assessor's parcel maps and equalized tax roll information from the Riverside County Assessor's Office for the parcels within the proposed District, and Geographic Information System (GIS) shape files.

*17.C. Bond Documents Table Preparation and Review:* SCG will prepare and provide tables to the finance team for inclusion in the Preliminary Official Statement (POS) and Official Statement (OS). SCG will review the POS, OS and other legal documents as they relate to any items included in the District Public Report, the boundary map and any tables SCG provides.

*17.D. Location and Regional Map:* SCG will prepare a location and regional map for inclusion in the POS and OS.

*17.E. Special Tax Certificate:* SCG will sign the Special Tax Consultant Certificate that certifies that the maximum special tax rates are sufficient to meet debt service requirements and coverage ratios for bonds to be issued.

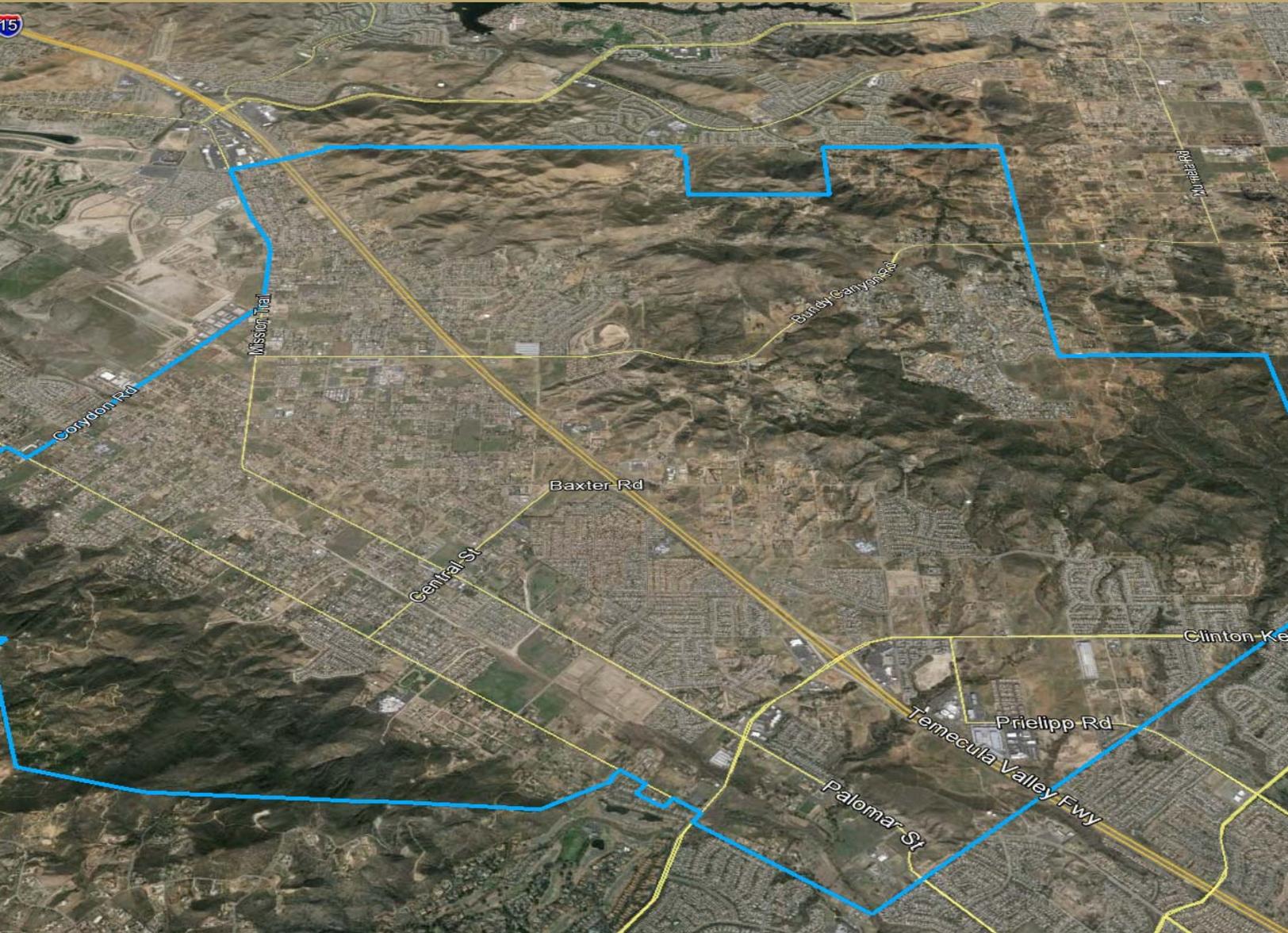
Appendix B. Sample Levy Audit Map



**LEVY AUDIT MAP**  
**COMMUNITY FACILITIES DISTRICT NO. 2003-2 (Canyon Hills)**  
**IMPROVEMENT AREA D**

- LEVIED ZONE 1 (529 PARCELS)
- NOT LEVIED (20 PARCELS)
- PRE-PAID (0 PARCELS)
- LEVIED ZONE 2 (109 PARCELS)
- EXEMPT (1 PARCEL)
- CFD BOUNDARY





SPICER CONSULTING  
GROUP

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.9**  
**CONSENT CALENDAR**  
**Meeting Date: October 12, 2016**

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**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist, City Manager  
**PREPARED BY:** Janet Morales, Senior Administrative Analyst  
**SUBJECT:** Regional Homeless Alliance

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a joint Resolution joining the Regional Homeless Alliance and authorize the Mayor to sign a five-member city alliance to address homelessness in southwest Riverside County.

**DISCUSSION:**

This past year, City staff was invited to participate in a meeting that the City of Temecula holds monthly on the issue of homelessness. Temecula started this innovative program with staff from the Community Services Department, Park Rangers, Riverside County Sheriff's Office, and Community Mission of Hope (CMOH). Realizing that their traditional, enforcement-only approach to homelessness led to either the homeless hiding further in the shadows or pushing the homeless to neighboring communities was not working, the Homeless Outreach Team (HOT) began approaching the homeless in a proactive manner, rather than reacting to crimes and complaints. By reaching out first and getting to know many of the homeless, the HOT team found there were members (including veterans) that needed help but didn't know where to go. Temecula shared their experiences in their monthly meetings to address the homeless issue from a regional approach.

Riverside County does the best job they can do given their resources; however, incidents reveal that the homeless problem in southwest Riverside County is likely greater than the Point in Time count that they conduct annually. Furthermore, considering the growth of southwest Riverside County, especially in economic development, many experts in the field believe the homeless population will increase substantially in this region during the next decade.

With the expressed commitment of the regional cities to join a collaborative approach to this complex issue, the Regional Homeless Alliance was formed. The lead agency on this endeavor is Community Mission of Hope. CMOH operates the food pantry in

Temecula and also administers the Inclement Weather Voucher Program. Steve Falk, Executive Director, also serves on multiple regional and county-wide committees. With direction of the collaborative, a charter and resolution were drafted (attached) that outlines goals and objectives. Overall, the Alliance will be based on best practices, supportive housing and managed care. It does not seek to repeat the unsuccessful practice of establishing emergency shelters with little to no case management or drug testing. Currently, CMOH has been in discussions with Solutions for Change based in Vista. Generally, this is the model that will be implemented by the Regional Homeless Alliance.

The action before the City Council authorizes the Mayor to sign a five-member city alliance (Murrieta, Lake Elsinore, Menifee, Temecula and Wildomar) that supports the goals and objectives listed in the charter document.

**FISCAL IMPACT:**

None

Submitted and Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

- A. Resolution
- B. Regional Homeless Alliance Mission Statement

# Attachment A

# Regional Homeless Alliance Resolution

WHEREAS, homelessness is a regional issue affecting every city in Southwestern Riverside County which can result in the inefficient and fragmented use of public resources, unacceptable living conditions for families, diminished quality of our communities and ultimately leads to a recurring cycle of homelessness; and

WHEREAS, previous programs and approaches often had the unintended result of maintaining homelessness without providing long-term solutions and therefore breaking the cycle of homelessness; and

WHEREAS, the Community Mission of Hope, cities in Southwest Riverside County, and various stakeholders have developed a collaborative partnership entitled the Regional Homeless Alliance that addresses the complex issues of homelessness from a regional perspective and provides homeless outreach services utilizing public, private and non-profit sector resources; and

WHEREAS, the cities of Temecula, Murrieta, Lake Elsinore, Menifee and Wildomar declare homelessness a regional issue requiring an effective, measurable and long-term solution, we hereby pledge and commit to move this program forward by adopting the vision laid out in the Regional Homeless Alliance charter.

NOW, THEREFORE, BE IT RESOLVED jointly by the cities of Temecula, Murrieta, Lake Elsinore, Menifee and Wildomar that we hereby confirm our belief in the goal of breaking the cycle of homelessness within our communities and working collaboratively to develop a coordinated system of care.

PASSED, APPROVED AND ADOPTED on various dates in October 2016.

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**Mayor, City of Temecula**

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**Mayor, City of Murrieta**

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**Mayor, City of Lake Elsinore**

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**Mayor, City of Menifee**

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**Mayor, City of Wildomar**

# Attachment B

## MISSION STATEMENT:

The mission of the Regional Homeless Alliance is to develop a collaborative partnership that evaluates and addresses the complex issues of homelessness from a regional perspective and provides coordinated homeless outreach services utilizing public, private and non-profit sector resources.

### **Purpose and Vision:**

To increase housing opportunities to individuals, families and veterans experiencing homelessness while maintaining an effective homeless prevention program.

### **Goals:**

|           |   |
|-----------|---|
| <b>#1</b> | Create a nationally recognized regional collaboration based on proven best practices, such as Solutions for Change.   |
|           | <ul style="list-style-type: none"> <li>• Provide a monthly forum to discuss homeless issues and community needs</li> </ul>  |
|           | <ul style="list-style-type: none"> <li>• Present before each City Council in the region               <ul style="list-style-type: none"> <li>○ Adoption of resolutions that commits to the principles of the Regional Homeless Alliance (RHA).</li> <li>○ Encourage each city to add a provisions to their legislative platform regarding the RHA.</li> </ul> </li> </ul> |
|           | <ul style="list-style-type: none"> <li>• Develop a white paper through research of the causes of homelessness (paying particular attention to prevention and intervention strategies) and identifying regionally appropriate and realistic solutions.</li> </ul>  |
|           | <ul style="list-style-type: none"> <li>• Work with 211 Community Connect to develop a countywide resource guide, with regional focus.</li> </ul>  |
|           | <ul style="list-style-type: none"> <li>• Perform an initial and on-going needs-assessment through a gap analysis study.</li> </ul>  |

|           |   |
|-----------|---|
| <b>#2</b> | Provide leadership to combat homelessness through advocacy, education and coordination with local communities and create a broad, coordinated system of care.   |
|           | <ul style="list-style-type: none"> <li>• Increase communication through service providers and government agencies.</li> </ul>   |
|           | <ul style="list-style-type: none"> <li>• Establish a collaborative and coordinated system of identifying, collecting and disseminating local resources for public safety personnel, social service program providers and general community distribution.</li> </ul> |
|           | <ul style="list-style-type: none"> <li>• Increase the awareness of resources to the community-at-large.</li> </ul>  |
|           | <ul style="list-style-type: none"> <li>• Reduce transportation barriers for homeless and at-risk population.</li> </ul>   |
|           | <ul style="list-style-type: none"> <li>• More effectively involve and collaborate with service agencies, school districts, faith-based organizations, transportation agencies, local Chamber of Commerce, and other stakeholders.</li> </ul>                        |

|           |   |
|-----------|---|
| <b>#3</b> | Refocus training for public safety and service organizations from ushering homeless away to steering them to resources.   |
|           | <ul style="list-style-type: none"> <li>• Increase public safety personnel’s training to include knowledge of behavioral health issues and community-based resources, including diversion programs, based on the existing success of the County of Riverside and Temecula Sheriff’s HOT team efforts.</li> </ul> |
|           | <ul style="list-style-type: none"> <li>• Increase public safety and city’s participation in the annual Point-In-Time count.</li> </ul>  |
|           | <ul style="list-style-type: none"> <li>• Actively bridge communication between sworn officers, park rangers, code enforcement and county probation officers.</li> </ul>   |
|           | <ul style="list-style-type: none"> <li>• Improve communication between public safety organizations and city/county officials regarding encampments and migration of homeless.</li> </ul>  |

|           |   |
|-----------|---|
| <b>#4</b> | Improve community awareness.  |
|           | <ul style="list-style-type: none"> <li>• Inform and educate the public about homelessness using responsible compassion. <ul style="list-style-type: none"> <li>○ Increase communication to the general public through coordinated messages on social media from local governments and service providers.</li> <li>○ Work with local service providers and faith-based organizations to host community education/outreach events to provide a productive opportunity to address the concerns of NIMBYs.</li> </ul> </li> </ul> |

|           |   |
|-----------|---|
| <b>#5</b> | Develop a fundraising plan.   |
|           | <ul style="list-style-type: none"> <li>• Create a plan that forecasts the ultimate capital needs and annual operational costs, identifies potential donors/resources and task the appropriate agencies for completing.</li> </ul> |
|           | <ul style="list-style-type: none"> <li>• Seek additional low-income housing opportunities through private, local, state and federal resources.</li> </ul>   |
|           | <ul style="list-style-type: none"> <li>• Facilitate community partnerships to identify and secure funding for expanding education and training programs that lead to employment.</li> </ul>                                       |

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.10**  
**GENERAL BUSINESS**  
**Meeting Date: October 12, 2016**

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**TO:** Mayor and City Council Members  
**FROM:** Thomas D. Jex, City Attorney  
**SUBJECT:** Ordinance No. 126 Second Reading - City Council Salary Ordinance

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 125  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF WILDOMAR, CALIFORNIA, AMENDING SECTION  
2.04.040 OF THE WILDOMAR MUNICIPAL CODE TO  
INCREASE THE CITY COUNCIL SALARY TO \$400.00 PER  
MONTH

**BACKGROUND:**

This Ordinance had the first reading at the September 14, 2016 regular City Council meeting. It would appropriate at this time to adopt the Ordinance.

Submitted by:  
Thomas D. Jex  
City Attorney

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS**

Ordinance No. 126

**ORDINANCE NO. 125**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 2.04.040 OF THE WILDOMAR MUNICIPAL CODE TO INCREASE THE CITY COUNCIL SALARY TO \$400.00 PER MONTH

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

**SECTION 1. Amendment of Section 2.04.040.**

Section 2.04.040 of the Wildomar Municipal Code is amended to read as follows:

“Beginning on July 1, 2017, pursuant to Government Code Section 36516(a)(1), each member of the City Council shall receive a salary of \$400.00 per month. Any amounts paid by the City to reimburse a Councilmember for actual and necessary expenses pursuant to Government Code Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.”

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

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

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

**PASSED, APPROVED, AND ADOPTED** this 12th day of October, 2016.

\_\_\_\_\_  
Bridgette Moore  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #2.1**  
**PUBLIC HEARING**  
**Meeting Date: October 12, 2016**

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**TO:** Mayor and City Council

**FROM:** Janet Morales, Senior Administrative Analyst

**PREPARED BY:** Tina Roney, Senior Administrative Analyst

**SUBJECT:** Allocation of Community Development Block Grant (CDBG) Funds for Fiscal Year 2017-2018 Program Year

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2016 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, AUTHORIZING THE ALLOCATION OF COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2017-2018

**DISCUSSION:**

Every year, the City of Wildomar has the opportunity to apply to the Riverside County Economic Development Agency (EDA) to receive an allocation of Federal Community Development Block Grant (CDBG) funds, which are funded by the U.S. Department of Housing and Urban Development (HUD). The overall goal of the grant program is to develop viable urban communities by providing decent housing and a suitable living environment, primarily for low-mod income persons.

In order to qualify for funding, CDBG projects must provide a benefit to low and moderate income persons, prevent or eliminate slums and blight and/or meet other urgent community development needs due to natural disasters or other emergencies. As set forth by the EDA, in order to ensure effective, efficient and appropriate allocation and use of CDBG fund, the County may reject proposed activities less than \$5,000.

The City will receive \$145,427 for Fiscal Year 2017-2018 of which a maximum of fourteen percent, or \$20,360 can be allocated by the City Council towards public service projects that meet the CDBG eligible activity criteria.

On August 24, 2016, the City invited local non-profit organizations to apply for CDBG funds for Fiscal Year 2017-2018. On September 12, 2016, the City held a public forum

so that interested groups could review the process of submitting an application to be considered for funds. As part of the application, applicants were required to identify and quantify numbers of Wildomar residents who have benefited from the activity in the past and who would be serviced by the activity in the coming year.

As of the filing date of September 26, 2016, the City received 3 outside public service organization applications for a total requested allotment of \$45,500, which are listed below:

1. Assistance League of Temecula Valley requested \$15,000 to purchase school appropriate clothing for disadvantaged school children.
2. Cops for Kids, Inc. requested \$20,000 to help the large number of underprivileged and disadvantaged children and seniors in the City of Wildomar
3. Merit Housing, Inc. requested \$10,500 to pay for a portion of the Senior Center Activities Director's salary.

The remaining 86% or \$125,067 of the CDBG grant can be applied towards projects such as Code Enforcement, Land Acquisition or Public Facilities and Improvements.

Staff is recommending the following City projects for Fiscal Year 2016-2017:

#### **Code Enforcement Development**

Staff is recommending that \$15,000 be used towards Code Enforcement Development. CDBG funds may be used for code enforcement in deteriorating or deteriorated areas where such enforcement of state and/or local codes, together with services provided, may be expected to arrest the decline of the area. CDBG funds will supplement personnel costs associated with identifying code violations and assisting owners to bring their property into compliance.

#### **Fire Hydrant Project**

Staff proposes to utilize \$110,067 in funding for a Fire Hydrant project that will decrease the risk of loss due to a fire and increase the fire protection system currently in place in the target area. According to the Riverside County Fire Department, this area, which contains 544 parcels, is located in a mixed fire hazard severity zone and has a Public Protection Classification (PPC) number rating of 4(4x) which indicates that though the area is within five miles of a Riverside County Fire Station, there are not fire hydrants spaced every 1,000 feet, which could pose as a hazard.

CDBG Funds are being recommended to be used towards a fire flow evaluation which will identify the current needs and identify any repairs, replacements or installation of fire hydrants. Once that is completed, funds will be used towards repairs and installation. Staff will report back with an updated budget, program and timeline to complete the project.

A summary of all projects is listed in the following table:

| <b>Summary of Project Proposals/ Allocations for Fiscal Year 2017-2018</b> |  |                         |                                   |
|--|--|-------------------------|-----------------------------------|
| <b>Program</b>   |  | <b>Requested Amount</b> | <b>Proposed Allocation Amount</b> |
| Public Service   |  |                         |                                   |
| Assistance League of Temecula Valley                                       | Purchase school appropriate clothing for disadvantages school children   | \$15,000.00             |                                   |
| COPS for Kids, Inc. (Community Outreach)                                   | Help the disadvantaged children and seniors in the City of Wildomar  | \$20,000.00             |                                   |
| Merit Housing, Inc.  | Pay for a portion of the Senior Center Activities Director's salary  | \$10,500.00             |                                   |
|  | <b>Subtotal</b>  | <b>\$45,500.00</b>      | <b>\$20,360.00</b>                |
| Code Enforcement   | Abatement  | \$15,000.00             | \$15,000.00                       |
| Fire Hydrant Project   | Evaluate the target area fire flow and then repair, replace and install fire hydrants to increase fire protection. | \$110,067.00            | \$110,067.00                      |
|  | <b>Grand Total</b>   | <b>\$170,567.00</b>     | <b>\$145,427.00</b>               |
|  |  |                         |                                   |

**FISCAL IMPACT:**

Approval of this item will result in the expenditure and revenue of \$145,427 in Community Development Block Grant Fund for Fiscal Year 2017-18.

Submitted by:  
Janet Morales  
Senior Administrative Analyst

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

- A. Resolution
- B. Summary of Eligible CDBG Proposals Matrix
- C. Low/Mod Income Area per Census 2014
- D. Assistance League of Temecula Valley
- E. Cops for Kids
- F. Merit Housing, Inc.

# **Attachment A**

RESOLUTION NO. 2016 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, AUTHORIZING THE ALLOCATION OF COMMUNITY DEVELOPMENT  
BLOCK GRANT FUNDS FOR FISCAL YEAR 2017-2018

**WHEREAS**, the City of Wildomar (City) receives an annual allocation of Community Development Block Grant (CDBG) funds from the Riverside County Economic Development Agency; and

**WHEREAS**, the City held a CDBG application workshop on September 12, 2016 regarding allocation of the CDBG funds

**WHEREAS**, the City was allocated \$145,427 in CDBG funds in the Fiscal Year 2017-2018; and

**WHEREAS**, the City may allocate up to fourteen percent (14%) of the allocation for public service projects that meet the CDBG criteria; and

**WHEREAS**, City Staff reviewed and categorized the CDBG applications submitted by non-profit organizations competing for CDBG funds; and

**WHEREAS**, the City Council has determined that the remainder of the CDBG funding shall be used for Code Enforcement Development and a Fire Hydrant project;

**WHEREAS**, the City Council approves the submittal of the City's program to the County of Riverside.

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

1. That up to 14% of the CDBG funds not to exceed \$20,360 shall be allocated to the organizations for public services projects in accordance with the schedule attached as Attachment B to this Resolution.
2. That \$15,000 of CDBG Funds are allocated for Code Enforcement Development.
3. That \$110,067 of CDBG Funds are allocated for a Fire Hydrant project.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to submit required applications for funding for the approved projects to the Riverside County Economic Development Agency for further review.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute documents, including supplemental agreements, with Riverside County necessary to carry out the intent of these resolutions.

**PASSED, APPROVED, AND ADOPTED** this 12th day of October, 2016.

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Bridgette Moore  
Mayor

APPROVED AS TO FORM:

ATTEST:

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Thomas D. Jex  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

# Attachment B

**City of Wildomar  
Summary of Eligible CDBG Proposals  
FY 2017/2018**

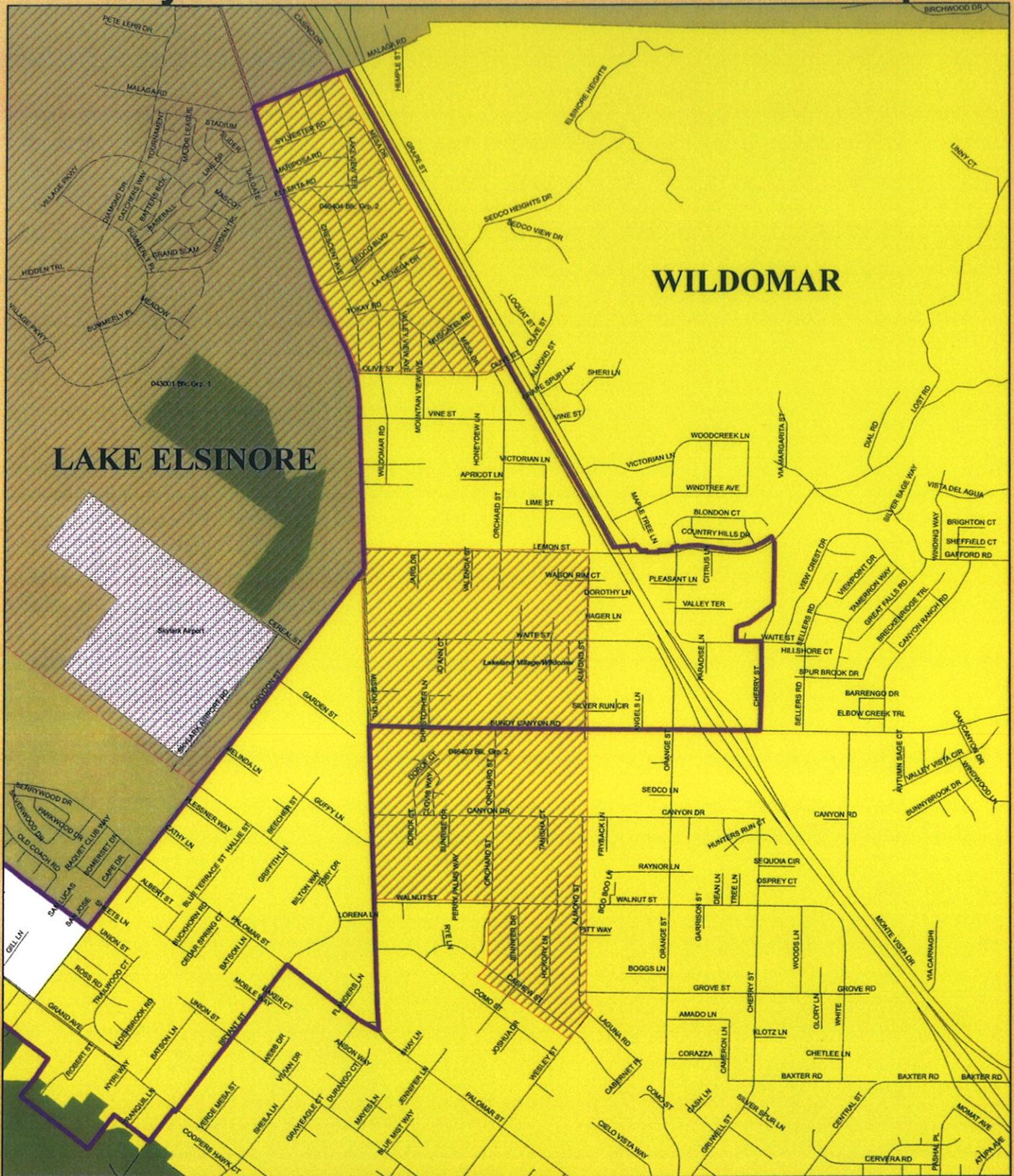
| Organization and Project Name<br>Founded Date<br><br>(Alphabetized) | 2016/17<br>Proposed use of Wildomar<br>CDBG Funds  | Application<br>Complete Y/N | Past Recipient<br>& FY<br>& Total Amount | 2017/18<br>Projected<br>Wildomar<br>CDBG<br>Client Activity<br>(Unduplicated) | 2017/18<br>Total<br>Project<br>Budget | Wildomar<br>CDBG<br>Amount<br>Requested | Priority<br>1-4<br>(for Council<br>Use) |
|---|--|-----------------------------|--|---|---------------------------------------|---|---|
| <b>Assistance League of Temecula Valley (ALTV)</b>                  | Funds will be used to purchase new clothing for disadvantaged school children.   | Yes                         | FY 14/15 \$4,535<br>FY 15/16 \$9,811     | 120 school children   | \$277,900                             | \$15,000                                |   |
| <b>COPs for Kids, Inc.</b>  | Funds will be used to help the large number of underprivileged and disadvantaged children and seniors in the City of Wildomar. | Yes                         | No previous applications                 | 200 Individuals   | \$20,000                              | \$20,000                                |   |
| <b>Merit Housing Inc.</b>   | Funds will be used for the partial salary of the Senior Center Activities Director.  | Yes                         | FY 14/15 \$2,835<br>FY 15/16 \$0         | 150 Individuals   | \$114,251                             | \$10,500                                |   |
|   |  |                             |  |   |                                       |   |   |

\*City Council may choose to use 100% of CDBG funds for City projects or may allocate a maximum of 14% to outside organization projects

Amount available for projects:           \*\*\*Up to \$20,360.00  
Total Amount of Requested Funds           \$45,500.00

# Attachment C

# City of Wildomar: Low-Mod Block Groups



1 inch = 0.18 miles



**Legend**

- Redevelopment Area
- Low-Mod Block Groups FY 10
- Adjacent Cities
- Airports
- City of Wildomar
- Parks
- Roads

# Attachment D



22 September 2016

81st Chapter of  
National Assistance League®

**Governing Board  
2016 - 2017**

Ginny Wetzel  
*President*

Mary Lindholm  
*Vice President  
Membership*

Denise Lanier  
*Vice President  
Philanthropic Programs*

Dorcas Shaktman  
*Vice President  
Finance*

Marilyn Rule  
*Secretary*

Shelley Diamond  
*Treasurer*

**Elective Standing  
Committees**

Rita O'Neill  
*Assistees® Liaison*

Suzanne Dechert  
*Bylaws*

Cindy Jaspersen  
*Chapter House Manager*

Electra Demos  
*Education Chairman*

Joan Price  
*Public Relations Chairman*

Arne Chandler  
*Strategic Planning  
Chairman*

Diana Elizondo  
*Thrift Shop Manager*

28720 Via Montezuma  
Temecula, CA 92590-2510

**Tel. (951) 694.8018**

**Fax (951) 694.8298**

**E-mail:  
altemecula@yahoo.com**

Ms. Tina Roney, Senior Administrative Analyst  
City of Wildomar  
23873 Clinton Keith Road, Suite 201  
Wildomar, California 92595

Dear Ms. Tina Roney:

The Operation School Bell® (OSB) program will clothe an estimated 565 schoolchildren in Lake Elsinore Unified School District during the 2017-2018 program year. It is anticipated that 445 program participants (low income students (K-12)) are residents of the City of Lake Elsinore and that 120 program participants (low income students (K-12)) are residents of the City of Wildomar.

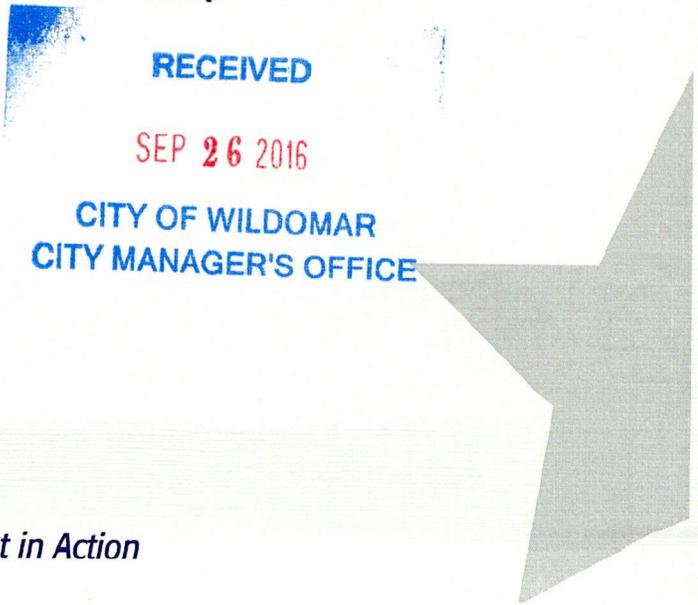
ALTV's 2017-2018 CDBG application requests fifteen thousand dollars (\$15,000.00) from the City of Wildomar's CDBG resources to purchase clothing and shoes for one hundred twenty (120) disadvantaged schoolchildren within Wildomar.

The \$15,000.00 figure is arrived at by multiplying the quantity (120) of students (K-12) to be served by ALTV's Operation School Bell and program underwritten by the requested amount by the cost (\$125.00) of providing clothing to a single student.

Receipt of this letter and application will be time-stamped and inserted into the Assistance League of Temecula Valley files.

Thank you.

Cheryl Peterson  
**Nonprofit Growth and Grants**  
Grant writer for Assistance League of Temecula Valley



# Attachment A

City of Wildomar  
COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM YEAR 2017-2018  
Application

RECEIVED

SEP 26 2016

CITY OF WILDOMAR  
CITY MANAGER'S OFFICE

## GENERAL INFORMATION:

Applying Entity or Agency: Assistance League of Temecula Valley  
Site Location Address: 28720 Via Montezuma  
City, State, Zip Code: Temecula, CA 92590-2510  
Telephone Number: (951) 694-8018 Fax: \_\_\_\_\_  
Executive Director Name: Dorcas Shaktman  
Title: VP OF FINANCE, Operation School Bell contact  
Email: dshaktman@verizon.net

What is your organization's mission and vision (Limited to the space below):

Assistance League of Temecula Valley, a chapter of National Assistance League, is a non-profit volunteer philanthropic organization dedicated to serving the needs of families in Southwest Riverside County.

How is your program different from other organizations providing the same type of services to Wildomar residents (Limited to the space below):

All CDBG funds awarded are used exclusively to purchase new, school appropriate clothing and shoes for extremely low and low income students (K-12) within the City of Wildomar. Shopping events are held at the closest partnering retailer and ALTV works with school personnel to inform and qualify eligible students. Parents attend shopping events and must complete self-certification form and provide proof of income. Once completed, each child is issued a name tag and dollar amount of clothing they can shop for. Upon completion of shopping, an evaluation form is completed by parent and the question is asked "what do you spend your savings on? 95% answered "spend savings on basic needs (food and/or housing)"



**B. OUTCOMES AND QUANTIFIABLE PERFORMANCE MEASURES SPECIFIC TO WILDOMAR:**

**NOTE:** If your project receives requested funds, the following questions are based on the expected number of **Wildomar** clients to be served.

1. Number of **Wildomar** clients or units of service to be provided using CDBG funds during the term of the 2017-2018 grant: 120
2. Length of CDBG-funded activities or service to **Wildomar** clients (weeks, months, year):  
Year 1/1/2017-3/31/2018
3. Unduplicated number of **Wildomar** clients/persons projected to serve (e.g., 25 clients, 50 seniors): 120
4. Units of service (Example: 25 clients x 10 visits = 250 units of service): 120
5. Service will be provided to **Wildomar** (check one or more):  
 Men                       Women                       Children – Age Range 5-18  
 Men/Women               Men/Women/Children       Families       Seniors  
 Severely Disabled Adults       Migrant Farm Workers       Homeless
6. Number of beds of facility: n/a
7. Anticipated number of “new” beds: n/a
8. Length of stay (if residential facility): n/a
9. If you received CDBG funds in FY 2015-2016, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2015 through June 30, 2016: 111
10. If you received CDBG funds in FY 2015-2016, please quantify the increase in service that you will be providing in 2017-2018 Program Year, and explain why there is a new demand or an unmet need in the community for this service: ALTV served 111 students 2015-2016 and expects to serve 120 students in 2017-2018, based on a 5 year growth rate of students applying for program and served. Growth of students served has increased because ALTV continues to inform communities and school districts and works with school personnel to better identify students in need. More students are communicating program to parents and more parents are showing up at shopping events and providing proof of income.
11. If you did not receive CDBG funds in FY 2015-2016, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2015 through June 30, 2016: n/a
12. Wildomar CDBG Funds Requested (total requested Wildomar CDBG amount for this project only): \$ 15,000



13. Provide a detailed description of the proposed use of the CDBG funds only (e.g. client scholarships, purchase of specific piece of equipment, rent, supplies, utilities, salaries, etc.):

| Proposed Use of CDBG Funds Only   |              | Amount   |
|---|--------------|----------|
| 120 students x \$125.00 clothing allowance (given at shopping event only) |              | \$15,000 |
|   |              |          |
|   |              |          |
|   |              |          |
|   |              |          |
|   | <b>Total</b> | \$15,000 |

14. Other leveraging funding:

| Leveraging Source of Funds                    |              | Amount       |
|---|--------------|--------------|
| State/Local, County of Riverside, CID FUNDING |              | \$8,500.00   |
| Foundations/Corporate Sponsors                |              | \$43,000.00  |
| Donations                                     |              | \$22,000.00  |
| ALTV Thrift Shop                              |              | \$110,000.00 |
| Other CDBG funds from City/County             |              | \$54,417.00  |
|   | <b>Total</b> | 237,917.00   |



# Attachment E

# Attachment A

City of Wildomar  
COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM YEAR 2017-2018  
Application

**GENERAL INFORMATION:**

Applying Entity or Agency: COPS for Kids, Inc.  
Site Location Address: 333 Limited Avenue  
City, State, Zip Code: Lake Elsinore, CA 92562  
Telephone Number: 951-245-3389 Fax: \_\_\_\_\_  
Executive Director Name: Dave Fontneau  
Title: Executive Director  
Email: davefontneau@me.com

What is your organization's mission and vision (Limited to the space below):

To ensure all children, regardless of circumstances, are provided the basic necessities that all children should enjoy.

Provide senior citizen outreach and assistance based on the individual needs of life.

Strengthen the relationships between law enforcement and the communities they serve.

How is your program different from other organizations providing the same type of services to Wildomar residents (Limited to the space below):

Cops for Kids partners with the Riverside County Sheriff's Department, the school district, business partners, and other Community Based Organizations to help the large number of underprivileged and disadvantaged children and seniors in the city of Wildomar.



**B. OUTCOMES AND QUANTIFIABLE PERFORMANCE MEASURES SPECIFIC TO WILDOMAR:**

**NOTE:** If your project receives requested funds, the following questions are based on the expected number of **Wildomar** clients to be served.

1. Number of **Wildomar** clients or units of service to be provided using CDBG funds during the term of the 2017-2018 grant: 200 +
2. Length of CDBG-funded activities or service to **Wildomar clients** (weeks, months, year): 12 months
3. Unduplicated number of **Wildomar** clients/persons projected to serve (e.g., 25 clients, 50 seniors): 200 +
4. Units of service (Example: 25 clients x 10 visits = 250 units of service): 200 clients
5. Service will be provided to **Wildomar** (check one or more):

- Men                       Women                       Children – Age Range 0-18  
 Men/Women               Men/Women/Children       Families       Seniors  
 Severely Disabled Adults       Migrant Farm Workers       Homeless

6. Number of beds of facility: N/A
7. Anticipated number of "new" beds: N/A
8. Length of stay (if residential facility): N/A
9. If you received CDBG funds in FY 2015-2016, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2015 through June 30, 2016: N/A
10. If you received CDBG funds in FY 2015-2016, please quantify the increase in service that you will be providing in 2017-2018 Program Year, and explain why there is a new demand or an unmet need in the community for this service: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. If you did not receive CDBG funds in FY 2015-2016, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2015 through June 30, 2016: 200
12. Wildomar CDBG Funds Requested (total requested Wildomar CDBG amount for this project only): \$ 20,000



13. Provide a detailed description of the proposed use of the CDBG funds only (e.g. client scholarships, purchase of specific piece of equipment, rent, supplies, utilities, salaries, etc.):

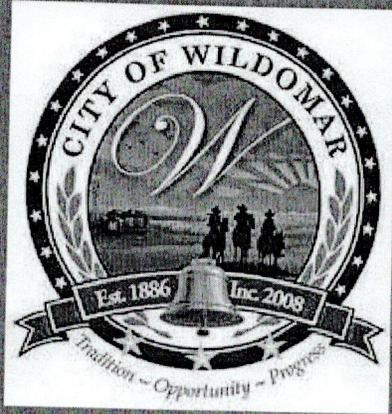
| Proposed Use of CDBG Funds Only    | Amount   |
|------------------------------------|----------|
| School Supplies and clothing       | 7,000.00 |
| Temporary Emergency Housing        | 2,000.00 |
| Christmas Toys                     | 1,000.00 |
| Gas cards and Transportation Needs | 1,000.00 |
| Educational Scholarships           | 9,000.00 |
| Total                              | 20,000   |

14. Other leveraging funding:

| Leveraging Source of Funds | Amount |
|----------------------------|--------|
| Donations                  | 2,000  |
| Fundraising                | 15,000 |
| Other Grant Funding        | 10,000 |
|                            |        |
|                            |        |
| Total                      | 20,000 |



# Attachment F



**CITY OF WILDOMAR  
COMMUNITY  
DEVELOPMENT  
BLOCK GRANT  
(CDBG)**

Supplement to County of Riverside Economic  
Development Agency CDBG Application

**Application Due Date:  
Monday, September 26, 2016  
5:00 P.M.  
Wildomar City Hall  
23873 Clinton Keith Rd Ste. 201**

*Application  
2017-2018  
Program Year*

RECEIVED

CITY OF WILDOMAR

RECEIVED

SEP 26 2016

CITY OF WILDOMAR  
CITY MANAGER'S OFFICE

**CITY OF WILDOMAR**

**2017-2018**

**COMMUNITY DEVELOPMENT BLOCK GRANT  
APPLICATION**

**SUBMITTED BY**

**MERIT HOUSING, INCORPORATED**

**SEPTEMBER 2016**

# Attachment A

City of Wildomar  
COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM YEAR 2017-2018  
Application

**GENERAL INFORMATION:**

Applying Entity or Agency: Merit Housing, Incorporated  
Site Location Address: 32325 S. Pasadena Avenue  
City, State, Zip Code: Wildomar, CA 92595  
Telephone Number: 951-678-1555 Fax: 951-678-1249  
Executive Director Name: Eunice Bobert  
Title: Cheif Executive Officer  
Email: ohdcorp@aol.com

What is your organization's mission and vision (Limited to the space below):

To provide decent, safe and affordable housing in California for persons and families of  
low and moderate income who otherwise would not be able to find or afford a suitable  
place to live. To promote social welfare and provide as appropriate general services to  
tenants in the housing projects we own.

How is your program different from other organizations providing the same type of services to Wildomar residents (Limited to the space below):

Our program provides a senior center for the community and provides activities and  
senior fitness classes. In addition our project is unique as it provides seniors the  
opportunity to age in place with our 175 independent living units surrounding a  
108 bed assisted living facility.



**B. OUTCOMES AND QUANTIFIABLE PERFORMANCE MEASURES SPECIFIC TO WILDOMAR:**

**NOTE:** If your project receives requested funds, the following questions are based on the expected number of **Wildomar** clients to be served.

1. Number of **Wildomar** clients or units of service to be provided using CDBG funds during the term of the 2017-2018 grant: 150
2. Length of CDBG-funded activities or service to **Wildomar clients** (weeks, months, year):  
12 months
3. Unduplicated number of **Wildomar** clients/persons projected to serve (e.g., 25 clients, 50 seniors): 150
4. Units of service (Example: 25 clients x 10 visits = 250 units of service): 675 units of service
5. Service will be provided to **Wildomar** (check one or more):  
 Men                       Women                       Children – Age Range \_\_\_\_\_  
 Men/Women               Men/Women/Children               Families               Seniors  
 Severely Disabled Adults               Migrant Farm Workers               Homeless
6. Number of beds of facility: 108 Assisted, 175 Independent
7. Anticipated number of "new" beds: 0
8. Length of stay (if residential facility): Varies from 1-7 years
9. If you received CDBG funds in FY 2015-2016, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2015 through June 30, 2016: 150
10. If you received CDBG funds in FY 2015-2016, please quantify the increase in service that you will be providing in 2017-2018 Program Year, and explain why there is a new demand or an unmet need in the community for this service: We hope to increase our program participation by 5-10% this next year. The need for senior activities for assisted living and independent living seniors will always be present as long as we have low-income seniors in Wildomar. These activities are needed to keep seniors as mobile and fit as possible thus contributing to their quality of life.
11. If you did not receive CDBG funds in FY 2015-2016, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2015 through June 30, 2016: N/A
12. Wildomar CDBG Funds Requested (total requested Wildomar CDBG amount for this project only): \$ 10,500



13. Provide a detailed description of the proposed use of the CDBG funds only (e.g. client scholarships, purchase of specific piece of equipment, rent, supplies, utilities, salaries, etc.):

| Proposed Use of CDBG Funds Only   | Amount           |
|-----------------------------------|------------------|
| Senior Center Activities Director | 10,500.00        |
| Part of Salary                    |                  |
|                                   |                  |
|                                   |                  |
|                                   |                  |
| <b>Total</b>                      | <b>10,500.00</b> |

14. Other leveraging funding:

| Leveraging Source of Funds        | Amount          |
|-----------------------------------|-----------------|
| Private - Wildomar Senior Leisure |                 |
| Community - Activities Budget     | 6,000.00        |
|                                   |                 |
|                                   |                 |
|                                   |                 |
| <b>Total</b>                      | <b>6,000.00</b> |



**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #2.2**  
**PUBLIC HEARING**  
**Meeting Date: October 12, 2016**

---

**TO:** Mayor and City Council Members

**FROM:** Matthew C. Bassi, Planning Director

**SUBJECT:** Zoning Ordinance Amendment No. 16-02 - Construction and Public Hearing Notification Signage Code Amendment.

**STAFF REPORT**

**RECOMMENDATION:**

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

ORDINANCE NO. \_\_\_\_\_

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL  
EXEMPTION PURSUANT TO SECTION 15061(B)(3) AND  
SECTION 15311(A) OF THE CEQA GUIDELINES AND  
APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 16-02  
AMENDING THE WILDOMAR MUNICIPAL CODE TO REQUIRE  
ON-SITE CONSTRUCTION AND ON-SITE PUBLIC HEARING  
NOTIFICATION SIGNAGE FOR CERTAIN DEVELOPMENT  
PROJECTS

**BACKGROUND:**

The Planning Commission reviewed the proposed zoning ordinance amendment at their August 3, 2016 meeting. There was one public speaker (Ken Mayes) who expressed comments about the proposed code amendment. After close of the public hearing and Commission discussion, the Commission voted 4-0-1 recommending City Council adoption of the CEQA exemptions and approval of Zoning Ordinance Amendment No. 16-02.

**DISCUSSION:**

The City Council has directed staff to bring forth this code amendment which contains two components. First, Council would like new residential, commercial and industrial development projects being considered by the Commission and Council to have the public hearing notice posted on the project site. The intent is to provide additional public hearing notification standards beyond that required by state zoning law. Currently, the

city sends out hearing notices to all property owners living within a 600-foot radius of a particular project, as well as publishing the same notice in the Press Enterprise. Both these legal notices are done a minimum of 10 days in advance of a public hearing consistent with state law. Posting of the site is an option under current zoning law but is not mandated. It is Council's desire to go above and beyond the minimum.

Second, the Council would like the new residential, commercial and industrial development projects to provide signage on the project site that outlines construction activity information. This is typically done by developers but is not currently mandated in the city's municipal code. This signage will contain construction hours, and the developer's name and contact information so residents know who is developing a particular site and who to contact if issues arise from noise, dust, etc.

The pictures below illustrate what staff is proposing for construction activity. The first picture is from the Diversified Pacific residential project (Wildomar Springs) located on George Avenue and north of Clinton Keith Road. The second picture is from the Lennar residential project (Briarwood) located on Prielipp Road and Elizabeth Lane.

### **Diversified Pacific (Wildomar Springs)**



Lennar (Briarwood))



The specific changes include the addition of two new provisions in the Zoning Ordinance and Building & Construction code. The changes are summarized below in [blue/italics](#) and in the draft Ordinance (Attachment A).

[Section 17.252.040.F](#)

*"F. On-site Signs for Public Hearing Notifications.*

- 1. Intent. It is the intent of this subsection to establish regulations for posting on-site signs that display public hearing notices for new residential, commercial and industrial development projects requiring approval by either the Planning Commission and/or City Council.*
- 2. Applicability. The posting of on-site public hearing notice signs shall be required for residential, commercial and industrial development projects*

located in residential, commercial and industrial zoned lands that require final approval by either the Planning Commission and/or City Council.

3. *Sign Standards.*

- a. *One non-illuminated sign shall be required per development site, except that if the site has two or more street frontages, one additional sign shall be required.*
- b. *The sign(s) shall be placed along the street frontage(s) no more than ten feet behind the right-of-way line and must be readable from the street.*
- c. *The size of the sign board shall be 4 ft. x 4 ft. (16 square feet) made of wood or similar durable material and mounted with two vertical 4" x 4" poles made of wood or similar durable material. The total height of the sign shall not exceed six feet.*
- d. *The sign(s) shall be posted on the property at least 10 days prior to any public hearing on the project before the Planning Commission or City Council, but no earlier than 14 days prior to the hearing. Said sign(s) shall be removed within ten days after the final public hearing.*

Section 15.04.030 On-site Construction Signs

- A. *Intent. It is the intent of this section to establish regulations for posting on-site construction information signs during construction activity for new residential, commercial and industrial development projects.*
- B. *Applicability. The posting of on-site construction information signs during construction activity for new residential, commercial and industrial development projects shall be limited to projects located in residential, commercial and industrial zoned lands.*
- C. *Construction Sign Standards.*
  1. *One non-illuminated sign shall be required per development site, except that if the site has two or more street frontages, one additional sign shall be required per street frontage.*
  2. *The sign(s) shall be placed along the street frontage nearest to the construction entrance(s) to the project site and include information identifying the name of the developer and contractor, on-site contact information and phone number, allowed days and hours of construction activity (i.e., Monday - Saturday, 6:30 a.m. - 7:00 p.m. with no construction activity on Sundays or legal holidays). The information shall also include a statement that complaints regarding the operation can be lodged with the City of Wildomar Code Enforcement Division (951) 677-7751, and any other information deemed appropriate by the city.*

3. *The size of the sign board shall be 4 ft. x 4 ft. (16 square feet) made of wood, or similar durable material and mounted with two (2) vertical 4" x 4" poles, made of wood or similar durable material. The total height of the sign shall not exceed six feet. Lettering shall be no less six inches in height.*
4. *The sign(s) shall be reviewed by the Building Official prior to construction of said sign. Sign(s) shall be posted on the property a minimum of two weeks prior to any grading activities and be removed from the property within 30 days after the last certificate of occupancy is issued by the city.*

As a point of reference, staff researched how our adjacent city neighbors regulate these sign types. As Table 1 below demonstrates, there is a mix of requirements.

**Table 1 – Sign Survey**

| <b>City Agency</b>    | <b>Requirement / Process</b>   |
|-----------------------|--|
| City of Lake Elsinore | On-site public hearing sign to be 4' x 4' 10 days in advance of the hearings.<br>On-site construction signs required as a condition of approval. |
| City of Murrieta      | On-site public hearing sign to be 4' x 4' 10 days in advance of the hearings.<br>No requirement for construction signs.                          |
| City of Menifee       | No codified requirements for public hearing signs.<br>Allowed not to exceed 32 square feet in size and 8 feet in height                          |
| City of Temecula      | No codified requirements for public hearing signs or construction signs  |
| City of Perris        | No codified requirements for public hearing signs or construction signs  |

**ENVIRONMENTAL DISCUSSION:**

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a review of the potential environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 16-02. This evaluation indicated no potential for significant impacts on the environment. First, the ordinance requires on-site signage during construction work and on-site signage for noticing of public hearings which will create additional opportunities for public noticing on development projects. Second, construction of new signs resulting from approval of this code amendment are already categorically exempt from environmental review in accordance with Section 15311(a) of the CEQA Guidelines.

Given these two factors, ZOA No. 16-02 meets the criteria for a general rule exemption from CEQA pursuant to Section 15061(b)(3) and a Categorical Exemption per Section 15311(a). Section 15061(b)(3) states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no

possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. As a result, the Planning Commission has recommended the City Council determine that Zoning Ordinance Amendment No. 16-02 has no potential to negatively impact the environment, and adopt the general rule exemption and categorical exemption as stated above.

**FINDING OF FACT – ZOA NO. 16-02:**

In accordance with the provisions of Chapter 17.280 of the Zoning Ordinance, the City Council, upon recommendation from the Planning Commission, make the following finding in support for approving Zoning Ordinance Amendment No. 16-02.

- 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 to allow on-site signage during construction work and on-site signage for noticing of public hearings will increase the advertising of projects resulting in the general public having increased knowledge of projects, especially for those residents that live in close proximity to these projects. Specifically the code amendment will further General Plan Policy LU 4.1 as the design of these signs will not degrade the character of nearby neighborhoods. In addition, the proposed code amendment will require signs that are non-illuminated which will ensure pedestrian and vehicular safety and aesthetics, thereby, meeting the requirements of the City’s “dark sky” policies and light pollution ordinances.

**PUBLIC NOTICING:**

In accordance with Chapter 17.04 of the Wildomar Municipal Code, the Planning Department, on September 30, 2016, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the public hearing to be held by the Planning Commission for Zoning Ordinance Amendment No. 16-02.

**FISCAL IMPACT:**

There is no fiscal impact to the City’s General Fund.

Submitted by:  
Matthew C. Bassi  
Planning Director

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

Ordinance

# **ATTACHMENT A**

**Ordinance for ZOA 16-02**

**ORDINANCE NO. \_\_\_\_\_**

**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO SECTION 15061(B)(3) AND SECTION 15311(A) OF THE CEQA GUIDELINES AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 16-02 AMENDING THE WILDOMAR MUNICIPAL CODE TO REQUIRE ON-SITE CONSTRUCTION AND ON-SITE PUBLIC HEARING NOTIFICATION SIGNAGE FOR CERTAIN DEVELOPMENT PROJECTS**

**WHEREAS**, the City Council has decided to amend Chapter 17.252 (Sign Regulations) of the Wildomar Municipal Code relating to electronic message signage for commercial retail shopping centers in the C-1/C-P and C-P-S zones adjacent to Interstate 15 freeway ; and

**WHEREAS**, in accordance with Section 17.280 of the Wildomar Municipal Code, the City Council has the authority to take action on Zoning Ordinance Amendment No. 16-02; and

**WHEREAS**, the Planning Commission held a public hearing on August 3, 2016 for Zoning Ordinance Amendment No. 16-02, and adopted PC Resolution No. 2016-26 recommending City Council approval of Zoning Ordinance Amendment No. 16-02; and

**WHEREAS**, in accordance with the Wildomar Municipal Code, the Planning Department, on September 2, 2016, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the October 12, 2016 City Council hearing for Zoning Ordinance Amendment No. 16-02; and

**WHEREAS**, in accordance with Wildomar Municipal Code, the City Council conducted a duly noticed public hearing on October 12, 2016, at which time interested persons had an opportunity to testify in support of, or opposition to Zoning Ordinance Amendment No. 16-02, and at which time the City Council received public testimony concerning Zoning Ordinance Amendment No. 16-02.

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

**SECTION 1. CEQA/ENVIRONMENTAL DETERMINATION.**

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code §21000, et seq. ("CEQA")), a review of the potential environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 16-02. This evaluation indicated no potential for significant impacts on the environment. First, the ordinance requires on-site signage during construction work and on-site signage for noticing of public hearings which will create additional opportunities

for public noticing on development projects. Second, construction of new signs resulting from approval of this code amendment are already categorically exempt from environmental review in accordance with Section 15311(a) of the CEQA Guidelines. Given these two factors, ZOA No. 16-02 meets the criteria for a general rule exemption from CEQA pursuant to Section 15061(b)(3) and a Categorical Exemption per Section 15311(a). Section 15061(b)(3) states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. As a result, the City Council hereby determines that Zoning Ordinance Amendment No. 16-02 has no potential to negatively impact the environment, and hereby adopts the general rule exemption and categorical exemption as stated above.

## **SECTION 2. REQUIRED ZOA FINDING.**

In accordance with the provisions of Chapter 17.280 of the Zoning Ordinance, the City Council, upon recommendation of the Planning Commission, hereby makes the following finding for approval of Zoning Ordinance Amendment No. 16-02.

- 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 to allow on-site signage during construction work and on-site signage for noticing of public hearings will increase the advertising of developer projects resulting in the general public having increased knowledge of projects, especially for those residents that live in close proximity to these projects. Specifically the code amendment will further General Plan Policy LU 4.1 as the design of these signs will not degrade the character of nearby neighborhoods. In addition, the proposed code amendment will require signs that are non-illuminated which will ensure pedestrian and vehicular safety and aesthetics, thereby, meeting the requirements of the City's "dark sky" policies and light pollution ordinances.

## **SECTION 3. AMENDMENT TO THE ZONING ORDINANCE**

Chapter 17.252.040 of the Wildomar Municipal Code is hereby amended to add a new subsection to read as follows:

"F. On-site Signs for Public Hearing Notifications.

1. Intent. It is the intent of this subsection to establish regulations for posting on-site signs that display public hearing notices for new residential, commercial and industrial development projects requiring approval by either the Planning Commission and/or City Council.

2. Applicability. The posting of on-site public hearing notice signs shall be required for residential, commercial and industrial development projects located in residential, commercial and industrial zoned lands that require final approval by either the Planning Commission and/or City Council.
3. Sign Standards.
  - a. One non-illuminated sign shall be required per development site, except that if the site has two or more street frontages, one additional sign shall be required.
  - b. The sign(s) shall be placed along the street frontage(s) no more than ten feet behind the right-of-way line and must be readable from the street.
  - c. The size of the sign board shall be 4 ft. x 4 ft. (16 square feet) made of wood or similar durable material and mounted with two vertical 4" x 4" poles made of wood or similar durable material. The total height of the sign shall not exceed six feet.
  - d. The sign(s) shall be posted on the property at least ten days prior to any public hearing on the project before the Planning Commission or City Council, but no earlier than 14 days prior to the hearing. Said sign(s) shall be removed within ten days after the final public hearing."

#### **SECTION 4.            AMENDMENT TO THE MUNICIPAL CODE**

Chapter 15.04 (Building and Construction) of the Wildomar Municipal Code is hereby amended to add a new subsection to read as follows:

"15.04.030    On-site Construction Signs.

- A. Intent. It is the intent of this section to establish regulations for posting on-site construction information signs during construction activity for new residential, commercial and industrial development projects.
- B. Applicability. The posting of on-site construction information signs during construction activity for new residential, commercial and industrial development projects shall be limited to projects located in residential, commercial and industrial zoned lands.
- C. Construction Sign Standards.
  1. One non-illuminated sign shall be required per development site, except that if the site has two or more street frontages, one additional sign shall be required per street frontage.

2. The sign(s) shall be placed along the street frontage nearest to the construction entrance(s) to the project site and include information identifying the name of the developer and contractor, on-site contact information and phone number, allowed days and hours of construction activity (i.e., Monday - Saturday, 6:30 a.m. - 7:00 p.m. with no construction activity on Sundays or legal holidays). The information shall also include a statement that complaints regarding the operation can be lodged with the City of Wildomar Code Enforcement Division (951) 677-7751, and any other information deemed appropriate by the city.
3. The size of the sign board shall be 4 ft. x 4 ft. (16 square feet) made of wood, or similar durable material and mounted with two vertical 4" x 4" poles, made of wood or similar durable material. The total height of the sign shall not exceed six feet. Lettering shall be no less six inches in height.
4. The sign(s) shall be reviewed by the Building Official prior to construction of said sign. Sign(s) shall be posted on the property a minimum of two weeks prior to any grading activities and be removed from the property within 30 days after the last certificate of occupancy is issued by the city.

**SECTION 5. SEVERABILITY.**

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.”

**SECTION 6. EFFECTIVE DATE.**

This ordinance shall take effect 30 days after its passage by the City Council.

**SECTION 7. PUBLICATION.**

The City Clerk is directed to certify the adoption of this ordinance and cause it to be published in the manner required by law.

**SECTION 8. CITY CLERK ACTION**

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

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Bridgette Moore  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.1**  
**GENERAL BUSINESS**  
**Meeting Date: October 12, 2016**

---

**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist, City Manager  
**SUBJECT:** FY 2016-17 First Quarter Budget Report

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council review and consider approval of the Fiscal Year 2016-17 First Quarter Report, and adopt a Resolution entitled:

RESOLUTION NO. 2016 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS  
TO THE FY 2016-17 BUDGETED REVENUES AND  
EXPENSES

**BACKGROUND:**

This first quarter budget report for Fiscal Year 2016-17 reflects the Finance Department's continued efforts to provide timely, accurate, and understandable financial information to assist the City Council with the decision making process. All funds have been reviewed in preparing this report.

The emphasis of this report is on the General Fund which funds most of the government services such as public safety, general administrative services, building, planning, economic development, etc. This report also discusses preliminary prior year results, budget trends and the economic/political outlook that may impact the City's resources.

The primary purposes of this report are to:

- Recommend budgetary changes to address known budget deficiencies.
- Recommend budget changes to align the budget with projected fiscal year end actual costs;
- Identify changes which materially impact fund balances; and
- Recommend budget adjustments that are consistent with City Council goals and objectives.

**DISCUSSION:**

On June 8, 2016, the City Council adopted the second year of the biennial operating budget for fiscal years 2015-16 and 2016-17 for the City of Wildomar That budget plan

represented a conservative and balanced budget totaling \$9,348,900 for the General Fund expenditures for fiscal year 2016-17. During the public hearing of the budget, the Council approved several amendments to the base FY 2016-17 budget reducing general fund revenues \$39,500 and reducing expenditures \$28,500. These changes resulted in a net decrease of \$11,000 to the general fund reserve, now budgeted at \$810,560 or 8.7% of the operating expenditures.

The biennial operating budget is supported by a 225-page document, complete with narratives on the budget process, goals and objectives of each department, fiscal policies and practices, city wide summaries of revenues and expenditures, and department details of budgeted expenditures and is available on the City website.

With three months of financial activity having been completed at the September 30, 2016 first quarter completion date, the general fund expenditures are \$856,149.98 and revenues are \$258,630.99. This difference is not unusual during the first quarter as a majority of the City's revenues, property taxes are recorded during January and May.

During the first quarter of this fiscal year several concepts have been discussed which would need funding in order to be implemented. Staff is recommending the consideration of several minor changes to the expenditures within the general fund and public facility fund.

- \$10,000, General Fund expenditure for Social Media Services Program. Recently there has been a re-newed interest to provide additional timely communications using such social media programs as Facebook, Twitter, LinkedIn, Next Door etc. The initial social media program was cut as part of the budget reductions due to Governor Brown's taking of the City's Motor Vehicle License Fee revenue in FY 2011-12. Although these funds have not been reinstated, a modest responsive internet presence using this media source is estimate to be achieved with a \$10,000 allocation from the general fund reserve. These funds would provide for an average of 1 hour's service per work day plus start-up costs and policy implementation.
- \$25,000, Public Facilities fund expenditure. These funds would be used for acquiring furnishing and equipment to be used by Finance Department when relocating to Suite 205.

**FISCAL IMPACT:**

\$10,000 expenditure increase to General Fund account 100-410-4610-52115.

\$25,000 expenditure increase to Public Facilities Fund account 420-410-4300-58100.

Submitted and Approved by:

Gary Nordquist  
City Manager

**ATTACHMENTS**

FY 2016-17 First Quarter Budget Report and Changes

RESOLUTION NO. 2016 - \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2016-17 BUDGETED REVENUES AND EXPENSES**

**WHEREAS**, The City of Wildomar Biennial Budget for FY 2015-16 and 2016-17 was approved by the Wildomar City Council on June 24, 2015. The second of the budget FY 2016-17 was approved for appropriations on June 8, 2016.

**WHEREAS**, changing economic conditions, program and service reviews require that the original approved budget be monitored and updated: and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Wildomar authorizes the amendment to the FY 2016-17 Budgets in the amount of \$22,965,900 in revenues along with total expenditures in the amount of \$15,449,400- attached as Exhibit A.

**PASSED, APPROVED AND ADOPTED** this 12th day of October, 2016.

\_\_\_\_\_  
Bridgette Moore  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

ATTACHMENT

# FY 2016-17 First Quarter Budget Review Report

**Total City Budgets Summary**

FY 2016-17 First Quarter Budget Review

**Exhibit A**

|                                | Estimated Available Fund Balance<br>6/30/2016 | + | Adopted Revenues<br>2016-17 | = | Estimated Funds Available<br>2016-17 | - | Approved Expenditures<br>2016-17 | +      | Proposed Amendments<br>2016-17 | =    | Estimated Available Fund Balance<br>6/30/2017 |
|--------------------------------|---|---|-----------------------------|---|--------------------------------------|---|----------------------------------|--------|--------------------------------|------|---|
| <b>100 General Fund</b>        | <b>\$ 810,160</b>                             |   | <b>\$ 9,320,800</b>         |   | <b>\$ 10,130,960</b>                 |   | <b>\$ 9,320,400</b>              |        | <b>\$ 10,000</b>               |      | <b>\$ 820,560</b>                             |
|                                |   |   | 9%                          |   |                                      |   | 0%                               |        |                                | 8.8% |   |
| <b>Non-General Funds</b>       |   |   |                             |   |                                      |   |                                  |        |                                |      |   |
| 200 Gas Tax                    | (715,628)                                     |   | 1,239,300                   |   | 523,672                              |   | 1,311,300                        |        |                                |      | (787,628)                                     |
| 201 Measure A                  | 536,313                                       |   | 576,000                     |   | 1,112,313                            |   | 636,800                          |        |                                |      | 475,513                                       |
| 202 Traffic Congestion Relief  | -   |   | -                           |   | -                                    |   | -                                |        |                                |      | -   |
| 203 TDA Fund                   | 595,923                                       |   | -                           |   | 595,923                              |   | -                                |        |                                |      | 595,923                                       |
| 210 AQMD                       | 47,935  |   | 42,600                      |   | 90,535                               |   | 35,000                           |        |                                |      | 55,535  |
| 250 LMD 2006-1                 | (264,938)                                     |   | -                           |   | (264,938)                            |   |                                  |        |                                |      | (264,938)                                     |
| 251 LLMD 89-1C                 | 542,521                                       |   | 302,700                     |   | 845,221                              |   | 302,700                          |        |                                |      | 542,521                                       |
| 252 CSA-22                     | (24,080)                                      |   | 30,600                      |   | 6,520                                |   | 31,200                           |        |                                |      | (24,680)                                      |
| 253 CSA-103                    | (181,721)                                     |   | 162,800                     |   | (18,921)                             |   | 162,800                          |        |                                |      | (181,721)                                     |
| 254 CSA-142                    | 64,314  |   | 36,100                      |   | 100,414                              |   | 36,300                           |        |                                |      | 64,114  |
| 255 Measure Z Parks Fund       | 64,271  |   | 337,500                     |   | 401,771                              |   | 337,600                          |        |                                |      | 64,171  |
| 260 CFD 2013-1 Maintenance     | (128,400)                                     |   | 158,100                     |   | 29,700                               |   | 128,400                          |        |                                |      | (98,700)                                      |
| 261 CFD 2013-1 Annex 1 Zone 3  | -   |   | -                           |   | -                                    |   | -                                |        |                                |      | -   |
| 262 CFD 2013-1 Annex 2 Zone 4  | -   |   | -                           |   | -                                    |   | -                                |        |                                |      | -   |
| 263 CFD 2013-1 Annex 3 Zone 5  | -   |   | -                           |   | -                                    |   | -                                |        |                                |      | -   |
| 264 CFD 2013-1 Annex 4 Zone 6  | -   |   | -                           |   | -                                    |   | -                                |        |                                |      | -   |
| 265 CFD 2013-1 Annex 5 Zone 7  | -   |   | -                           |   | -                                    |   | -                                |        |                                |      | -   |
| 266 CFD 2013-1 Annex 6 Zone 8  | -   |   | -                           |   | -                                    |   | -                                |        |                                |      | -   |
| 267 CFD 2013-1 Annex 7 Zone 9  | -   |   | -                           |   | -                                    |   | -                                |        |                                |      | -   |
| 268 CFD 2013-1 Annex 8 Zone 10 | -   |   | -                           |   | -                                    |   | -                                |        |                                |      | -   |
| 269 CFD 2013-1 Spec Tax B      | -   |   | -                           |   | -                                    |   | -                                |        |                                |      | -   |
| 280 Grants                     | (2,530,099)                                   |   | 4,432,900                   |   | 1,902,801                            |   | 2,237,400                        |        |                                |      | (334,599)                                     |
| 281 SLESF                      | 15,056  |   | 100,000                     |   | 115,056                              |   | 100,000                          |        |                                |      | 15,056  |
| 282 CDBG                       | (233,297)                                     |   | 110,000                     |   | (123,297)                            |   | 124,400                          |        |                                |      | (247,697)                                     |
| 300 Cemetery                   | 1,594,192                                     |   | 436,900                     |   | 2,031,092                            |   | 414,600                          |        |                                |      | 1,616,492                                     |
| 301 Cemetery Endowment         | 210,472                                       |   | 9,000                       |   | 219,472                              |   | -                                |        |                                |      | 219,472                                       |
| 410 Admin-Dif                  | (207,319)                                     |   | 26,200                      |   | (181,119)                            |   | 70,000                           |        |                                |      | (251,119)                                     |
| 420 Public Facilities - Dif    | 478,980                                       |   | 178,100                     |   | 657,080                              |   | 85,500                           | 25,000 |                                |      | 596,580                                       |
| 421 Police - Dif               | 44,698  |   | 105,400                     |   | 150,098                              |   | -                                |        |                                |      | 150,098                                       |
| 422 Animal Shelter - Dif       | (35,993)                                      |   | 165,600                     |   | 129,607                              |   | -                                |        |                                |      | 129,607                                       |
| 423 Corporate Yard - Dif       | 13,979  |   | 37,000                      |   | 50,979                               |   | -                                |        |                                |      | 50,979  |
| 430 Fire Facilities - Dif      | 542,805                                       |   | 203,900                     |   | 746,705                              |   | -                                |        |                                |      | 746,705                                       |
| 440 Trans & Roads - Dif        | 1,012,379                                     |   | 1,520,300                   |   | 2,532,679                            |   | -                                |        |                                |      | 2,532,679                                     |
| 450 Trans & Signals -Dif       | 515,934                                       |   | 197,300                     |   | 713,234                              |   | -                                |        |                                |      | 713,234                                       |
| 451 Drainage - Dif             | 250,700                                       |   | 613,400                     |   | 864,100                              |   | -                                |        |                                |      | 864,100                                       |
| 460 Regional Park - Dif        | 668,581                                       |   | 271,500                     |   | 940,081                              |   | 50,000                           |        |                                |      | 890,081                                       |
| 461 Park Improvements-Dif      | 596,900                                       |   | 1,786,400                   |   | 2,383,300                            |   | -                                |        |                                |      | 2,383,300                                     |
| 470 Community Center - Dif     | 122,554                                       |   | 215,900                     |   | 338,454                              |   | -                                |        |                                |      | 338,454                                       |
| 480 Multi-purpose Trails - Dif | 163,927                                       |   | 349,600                     |   | 513,527                              |   | -                                |        |                                |      | 513,527                                       |
| 490 Library - Dif              | 117,292                                       |   | -                           |   | 117,292                              |   | 30,000                           |        |                                |      | 87,292  |
| <b>Total Non-General Funds</b> | <b>\$ 3,878,251</b>                           |   | <b>\$ 13,645,100</b>        |   | <b>\$ 17,523,351</b>                 |   | <b>\$ 6,094,000</b>              |        | <b>\$ 25,000</b>               |      | <b>\$ 11,454,351</b>                          |
| <b>Total City Funds</b>        | <b>\$ 4,688,411</b>                           |   | <b>\$ 22,965,900</b>        |   | <b>\$ 27,654,311</b>                 |   | <b>\$ 15,414,400</b>             |        | <b>\$ 35,000</b>               |      | <b>\$ 12,274,911</b>                          |

**WILDOMAR CEMETERY DISTRICT  
REGULAR MEETING MINUTES  
SEPTEMBER 14, 2016**

**CALL TO ORDER**

The regular session of September 14, 2016, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Moore at 8:06 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

Trustees Roll Call showed the following Members in attendance: Trustees Benoit, Swanson, Vice Chair Walker, and Chair Moore. Members absent: Cashman.

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

**PUBLIC COMMENTS**

There were no speakers.

**BOARD COMMUNICATIONS**

There was nothing to report.

**APPROVAL OF THE AGENDA AS PRESENTED**

**A MOTION** was made by Trustee Benoit, seconded by Vice Chair Walker, to approve the agenda as presented.

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

YEA: Benoit, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: Cashman

**4.0 CONSENT CALENDAR**

**A MOTION** was made by Vice Chair Walker, seconded by Trustee Benoit, to approve the Consent Calendar as presented.

**4.1 Minutes – March 9, 2016 Regular Meeting**

Approved the Minutes as submitted.

**4.2 Minutes – April 13, 2016 Regular Meeting**

Approved the Minutes as submitted.

**4.3 Minutes – May 11, 2016 Regular Meeting**

Approved the Minutes as submitted.

**4.4 Minutes – June 8, 2016 Regular Meeting**

Approved the Minutes as submitted.

**4.5 Minutes – July 13, 2016 Regular Meeting**

Approved the Minutes as submitted.

**4.6 Minutes – August 10, 2016 Regular Meeting**

Approved the Minutes as submitted.

**4.7 Warrant Register**

Approved the following:

1. Warrant Register dated 08-04-2016, in the amount of \$801.14;
2. Warrant Register dated 08-04-2016, in the amount of \$2,176.18;
3. Warrant Register dated 08-11-2016, in the amount of \$376.13;
4. Warrant Register dated 08-18-2016, in the amount of \$1,171.80;
5. Warrant Register dated 08-18-2016, in the amount of \$650.00; &
6. Warrant Register dated 08-25-2016, in the amount of \$1,059.43.

**4.8 Treasurer's Report**

Approved the Treasurer's Report for July, 2016.

**5.0 PUBLIC HEARINGS**

There were no items scheduled.

**6.0 GENERAL BUSINESS**

There were no items scheduled.

**GENERAL MANAGER REPORT**

There was no report.

**FUTURE AGENDA ITEMS**

There were no items.

**ADJOURN WILDOMAR CEMETERY DISTRICT**

There being no further business, Chair Moore declared the meeting adjourned at 8:07 p.m.

Submitted by:

Approved by:

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Debbie A. Lee, CMC  
Clerk of the Board

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Bridgette Moore  
Chair

**WILDOMAR CEMETERY DISTRICT**  
**Agenda Item #4.2**  
**CONSENT CALENDAR**  
**Meeting Date: October 12, 2016**

---

**TO:** Chairman and Board of Trustees  
**FROM:** James Riley, Finance Director  
**PREPARED BY:** Terry Rhodes, Accounting Manager  
**SUBJECT:** Warrant Register

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 09-01-2016, in the amount of \$6,443.00;
2. Warrant Register dated 09-08-2016, in the amount of \$260.40;
3. Warrant Register dated 09-15-2016, in the amount of \$4,388.77;
4. Warrant Register dated 09-22-2016, in the amount of \$2,150.01; &
5. Warrant Register dated 09-29-2016, in the amount of \$1,231.58.

**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 2015-16 Budget & 2016-17 Budget.

Submitted by:  
James Riley  
Finance Director

Approved by:  
Gary Nordquist  
General Manager

**ATTACHMENTS:**

Voucher List 09/1/2016  
Voucher List 09/8/2016  
Voucher List 09/15/2016  
Voucher List 09/22/2016  
Voucher List 09/29/2016

**Voucher List**  
**City of Wildomar**

08/31/2016 9:50:49AM

Bank code : wf

| Voucher                              | Date     | Vendor                                      | Invoice     | PO # | Description/Account                     | Amount                           |
|--------------------------------------|----------|---|-------------|------|---|----------------------------------|
| 206638                               | 9/1/2016 | 000240 ALWAYS RELIABLE BACKFLOW             | 81216       |      | CEMETERY ANNUAL BACKFLOW TEST           | 50.00                            |
| <b>Total :</b>                       |          |   |             |      |   | <b>50.00</b>                     |
| 206639                               | 9/1/2016 | 000433 GOLDEN STATE RISK MANAGEMENT, AUTHOI | GS160710021 |      | CEMETERY FY16/17 INSURANCE CONTRIBUTION | 6,393.00                         |
| <b>Total :</b>                       |          |   |             |      |   | <b>6,393.00</b>                  |
| <b>2 Vouchers for bank code : wf</b> |          |   |             |      |   | <b>Bank total : 6,443.00</b>     |
| <b>2 Vouchers in this report</b>     |          |   |             |      |   | <b>Total vouchers : 6,443.00</b> |

Voucher List  
City of Wildomar

09/08/2016 10:32:51AM

Bank code : wf

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| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u>      | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u>           | <u>Amount</u>                  |
|----------------|-------------|--------------------|----------------|-------------|--------------------------------------|--------------------------------|
| 206668         | 9/8/2016    | 000631 LABOR READY | 21303375       |             | 8/13/16-8/19/16 CEMETERY LABOR       | 260.40                         |
|                |             |                    |                |             | <b>Total :</b>                       | <b>260.40</b>                  |
|                |             |                    |                |             | <b>1 Vouchers for bank code : wf</b> | <b>Bank total : 260.40</b>     |
|                |             |                    |                |             | <b>1 Vouchers in this report</b>     | <b>Total vouchers : 260.40</b> |

---

**Voucher List**  
City of Wildomar

09/15/2016 8:26:29AM

Bank code : wf

| Voucher                           | Date      | Vendor  | Invoice  | PO # | Description/Account                      | Amount              |                 |
|-----------------------------------|-----------|---|----------|------|--|---------------------|-----------------|
| 206698                            | 9/15/2016 | 000367 CINTAS CORPORATION                     | 55289198 |      | STAFF UNIFORM MAINTENANCE                | 49.56               |                 |
|                                   |           |   | 55291952 |      | STAFF UNIFORM MAINTENANCE                | 49.56               |                 |
|                                   |           |   | 55297324 |      | STAFF UNIFORM MAINTENANCE                | 49.56               |                 |
|                                   |           |   | 55299981 |      | STAFF UNIFORM MAINTENANCE                | 49.56               |                 |
|                                   |           |   | 55302660 |      | STAFF UNIFORM MAINTENANCE                | 49.56               |                 |
| <b>Total :</b>                    |           |   |          |      |  | <b>247.80</b>       |                 |
| 206699                            | 9/15/2016 | 000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF | 81808779 |      | 7/19/16-8/18/16 CEMETERY WATER SERVICE   | 2,414.18            |                 |
| <b>Total :</b>                    |           |   |          |      |  | <b>2,414.18</b>     |                 |
| 206700                            | 9/15/2016 | 000631 LABOR READY                            | 21320880 |      | 8/20/16-8/26/16 CEMETERY LABOR           | 697.50              |                 |
|                                   |           |   | 21347590 |      | 8/27/16-9/02/16 CEMETERY LABOR           | 558.00              |                 |
| <b>Total :</b>                    |           |   |          |      |  | <b>1,255.50</b>     |                 |
| 206701                            | 9/15/2016 | 000186 RIGHTWAY                               | 143474   |      | 8/05/16-9/01/16 CEMETERY RESTROOM MAINTE | 87.90               |                 |
|                                   |           |   | 147378   |      | 9/02/16-9/29/16 CEMETERY RESTROOM MAINTE | 87.90               |                 |
| <b>Total :</b>                    |           |   |          |      |  | <b>175.80</b>       |                 |
| 206702                            | 9/15/2016 | 000094 STAUFFERS LAWN EQUIPMENT               | 83185    |      | CEMETERY DEPARTMENTAL SUPPLIES           | 99.53               |                 |
|                                   |           |   | 85624    |      | CEMETERY DEPARTMENTAL SUPPLIES           | 75.56               |                 |
|                                   |           |   | 86105    |      | CEMETERY DEPARTMENTAL SUPPLIES           | 29.14               |                 |
|                                   |           |   | 87458    |      | CEMETERY DEPARTMENTAL SUPPLIES           | 91.26               |                 |
| <b>Total :</b>                    |           |   |          |      |  | <b>295.49</b>       |                 |
| <b>5 Vouchers for bank code :</b> |           | wf  |          |      |  | <b>Bank total :</b> | <b>4,388.77</b> |
| <b>5 Vouchers in this report</b>  |           |   |          |      | <b>Total vouchers :</b>                  | <b>4,388.77</b>     |                 |

**Voucher List**  
City of Wildomar

09/15/2016 8:26:29AM

Bank code : wf

| Voucher                              | Date      | Vendor  | Invoice  | PO # | Description/Account                      | Amount                           |
|--------------------------------------|-----------|---|----------|------|--|----------------------------------|
| 206698                               | 9/15/2016 | 000367 CINTAS CORPORATION                     | 55289198 |      | STAFF UNIFORM MAINTENANCE                | 49.56                            |
|                                      |           |   | 55291952 |      | STAFF UNIFORM MAINTENANCE                | 49.56                            |
|                                      |           |   | 55297324 |      | STAFF UNIFORM MAINTENANCE                | 49.56                            |
|                                      |           |   | 55299981 |      | STAFF UNIFORM MAINTENANCE                | 49.56                            |
|                                      |           |   | 55302660 |      | STAFF UNIFORM MAINTENANCE                | 49.56                            |
| <b>Total :</b>                       |           |   |          |      |  | <b>247.80</b>                    |
| 206699                               | 9/15/2016 | 000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF | 81808779 |      | 7/19/16-8/18/16 CEMETERY WATER SERVICE   | 2,414.18                         |
| <b>Total :</b>                       |           |   |          |      |  | <b>2,414.18</b>                  |
| 206700                               | 9/15/2016 | 000631 LABOR READY                            | 21320880 |      | 8/20/16-8/26/16 CEMETERY LABOR           | 697.50                           |
|                                      |           |   | 21347590 |      | 8/27/16-9/02/16 CEMETERY LABOR           | 558.00                           |
| <b>Total :</b>                       |           |   |          |      |  | <b>1,255.50</b>                  |
| 206701                               | 9/15/2016 | 000186 RIGHTWAY                               | 143474   |      | 8/05/16-9/01/16 CEMETERY RESTROOM MAINTE | 87.90                            |
|                                      |           |   | 147378   |      | 9/02/16-9/29/16 CEMETERY RESTROOM MAINTE | 87.90                            |
| <b>Total :</b>                       |           |   |          |      |  | <b>175.80</b>                    |
| 206702                               | 9/15/2016 | 000094 STAUFFERS LAWN EQUIPMENT               | 83185    |      | CEMETERY DEPARTMENTAL SUPPLIES           | 99.53                            |
|                                      |           |   | 85624    |      | CEMETERY DEPARTMENTAL SUPPLIES           | 75.56                            |
|                                      |           |   | 86105    |      | CEMETERY DEPARTMENTAL SUPPLIES           | 29.14                            |
|                                      |           |   | 87458    |      | CEMETERY DEPARTMENTAL SUPPLIES           | 91.26                            |
| <b>Total :</b>                       |           |   |          |      |  | <b>295.49</b>                    |
| <b>5 Vouchers for bank code : wf</b> |           |   |          |      |  | <b>Bank total : 4,388.77</b>     |
| <b>5 Vouchers in this report</b>     |           |   |          |      |  | <b>Total vouchers : 4,388.77</b> |

Voucher List  
City of Wildomar

09/29/2016 9:27:53AM

Bank code : wf

| Voucher                              | Date      | Vendor                          | Invoice              | PO # | Description/Account  | Amount                           |
|--------------------------------------|-----------|---------------------------------|----------------------|------|--|----------------------------------|
| 206752                               | 9/29/2016 | 000941 FRONTIER                 | 91916                |      | 9/19/16-10/18/16 CEMETERY<br>VOICE/INTERNET                      | 120.96                           |
| <b>Total :</b>                       |           |                                 |                      |      |  | <b>120.96</b>                    |
| 206753                               | 9/29/2016 | 000631 LABOR READY              | 21376151<br>21407223 |      | 9/03/16-9/09/16 CEMETERY LABOR<br>9/10/16-9/16/16 CEMETERY LABOR | 279.00<br>651.00                 |
| <b>Total :</b>                       |           |                                 |                      |      |  | <b>930.00</b>                    |
| 206754                               | 9/29/2016 | 000094 STAUFFERS LAWN EQUIPMENT | 89601                |      | CEMETERY DEPARTMENTAL SUPPLIES                                   | 180.62                           |
| <b>Total :</b>                       |           |                                 |                      |      |  | <b>180.62</b>                    |
| <b>3 Vouchers for bank code : wf</b> |           |                                 |                      |      |  | <b>Bank total : 1,231.58</b>     |
| <b>3 Vouchers in this report</b>     |           |                                 |                      |      |  | <b>Total vouchers : 1,231.58</b> |

**WILDOMAR CEMETERY DISTRICT**  
**Agenda Item #4.3**  
**CONSENT CALENDAR**  
**Meeting Date: October 12, 2016**

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**TO:** Mayor and City Council Members  
**FROM:** James R. Riley, CPA, Finance Director  
**PREPARED BY:** Terry Rhodes, Accounting Manager  
**SUBJECT:** Treasurer's Report

**STAFF REPORT**

**RECOMMENDATION:**

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

**DISCUSSION:**

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

**FISCAL IMPACT:**

None at this time.

Submitted by:  
James R. Riley, CPA  
Finance Director

Approved by:  
Gary Nordquist  
General Manager

**ATTACHMENTS:**

Treasurer's Report

**WILDOMAR CEMETERY DISTRICT  
TREASURER'S REPORT FOR  
CASH AND INVESTMENT PORTFOLIO  
August 2016**

DISTRICT INVESTMENT

| ISSUER           | BOOK VALUE           | FACE VALUE                  | MARKET VALUE                         | PERCENT<br>OF<br>PORTFOLIO | DAYS<br>TO MAT. | STATED<br>RATE |
|------------------|----------------------|-----------------------------|--------------------------------------|----------------------------|-----------------|----------------|
| EDWARD JONES     | \$ 131,083.64        | \$ 131,083.64               | \$ 131,083.64                        | 100.00%                    | 0               | 0.000%         |
| TOTAL            | \$ 131,083.64        | \$ 131,083.64               | \$ 131,083.64                        | 100.00%                    |                 |                |
| ISSUER           | BEGINNING<br>BALANCE | +<br>DEPOSITS/<br>PURCHASES | WITHDRAWALS/<br>SALES/<br>MATURITIES | ENDING<br>BALANCE          | STATED<br>RATE  |                |
| EDWARD JONES     | \$ 131,076.67        | \$ 79.32                    | \$ (72.62)                           | \$ 131,083.37              | 0.000%          |                |
| TOTAL            | \$ 131,076.67        | \$ 79.32                    | \$ (72.62)                           | \$ 131,083.37              |                 |                |
| TOTAL INVESTMENT | \$ 131,083.37        |                             |                                      |                            |                 |                |

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

*James R. Riley*

10/5/2016

James R. Riley, CPA  
Finance Director

Date