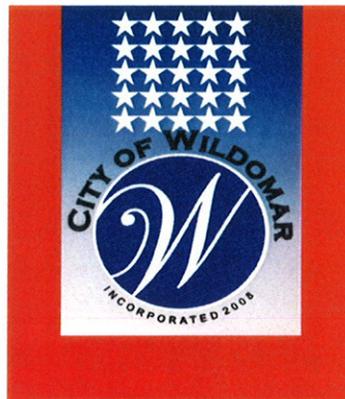


CITY OF WILDOMAR
CITY COUNCIL

AGENDA

7:00 P.M.

OCTOBER 14, 2009
Council Chambers
23873 Clinton Keith Road



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

City Manager
Frank Oviedo

City Attorney
Julie Hayward Biggs

WILDOMAR CITY COUNCIL REGULAR MEETING AGENDA OCTOBER 14, 2009

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

REPORTS: All agenda items and reports are available for review at: Wildomar City Hall, 23873 Clinton Keith Road; Mission Trail Library, 34303 Mission Trail Blvd.; and on the City's website, www.cityofwildomar.org. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection at City Hall during regular business hours. If you wish to be added to the regular mail list to receive a copy of the agenda, a request must be made through the City Clerk's office in writing or by e-mail.

PUBLIC COMMENTS: Prior to the business portion of the agenda, the City Council will receive public comments regarding any agenda items or matters within the jurisdiction of the governing body. This is the only opportunity for public input except for scheduled public hearing items. The Mayor 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 (10 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 CELLULAR DEVICES TO VIBRATE OR OFF FOR THE DURATION OF THE MEETING. YOUR COOPERATION IS APPRECIATED.

CALL TO ORDER - 7:00 P.M.

ROLL CALL

FLAG SALUTE

PRESENTATIONS

Presentation to Wishes for Children

CERT Program Completion Recognition

Fire Department Monthly Update

Chamber of Commerce Monthly Update

PUBLIC COMMENTS

This is the time for citizens to comment on issues not listed on the agenda. Under the provisions of the Brown Act, the legislative body is prohibited from discussing or taking action on items not listed on the agenda. Each speaker is asked to fill out a "Public Comments Card" form (located on the table by the Chamber door) and give the form to the City Clerk prior to the start of the meeting. Comments are limited to three (3) minutes per speaker. The City Council encourages citizens to address them so that questions and/or concerns can be heard.

APPROVAL OF AGENDA AS PRESENTED

1. CONSENT CALENDAR

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

1.1 Approve the reading by title only of all ordinances

- 1.2 Approve the regular meeting minutes dated September 23, 2009
- 1.3 Approve the following Warrant Registers and Payroll Warrant Registers:
 1. Warrant Register dated September 23, 2009 in the amount of \$811,588.87;
 2. Warrant Register dated October 8, 2009 in the amount of \$10,765.83;
 3. Warrant Register dated October 14, 2009 in the amount of \$207,890.33;
 4. Payroll Warrant Register dated October 2, 2009 in the amount of \$7,088.83; and
 5. Payroll Warrant Register dated October 7, 2009 in the amount of \$1,367.95.
- 1.4 Deny the Claim for money or damages received 09/14/2009 (Kenneth D. Pullin) against the City of Wildomar and direct staff to notify the claimants
- 1.5 Approval of Agreements for Community Services and Park Maintenance

2. PUBLIC HEARINGS

- 2.1 Adopt Resolution No. 09 – 66:

RESOLUTION NO. 09 – 66
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING THE PARKS AND RECREATION FEES AS
LISTED ON EXHIBIT A

3. GENERAL BUSINESS

- 3.1 Mt. San Jacinto Community College Demonstration Go Pass Program
Adopt Resolution No. 09-67:

RESOLUTION NO. 09 – 67
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING THE EXPENDITURE OF AB 2766 AIR
QUALITY FUNDS FOR THE MT SAN JACINTO COMMUNITY COLLEGE
DEMONSTRATION GO-PASS PROGRAM

- 3.2 Prop 1a Securitization
Adopt Resolution No. 09 – 68:

RESOLUTION NO. 09 - 68

A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

- 3.3 Lake Elsinore Unified School District Ad Hoc Committee Appointments
- 3.4 Alternative City Hall Hours of Operation

CITY MANAGER REPORT

CITY ATTORNEY REPORT

COUNCIL COMMUNICATIONS

FUTURE AGENDA ITEMS

ADJOURNMENT

The next regular meeting is scheduled for October 28, 2009.

2009 City Council Meeting Schedule

October 28

November 12Please note that due to the holiday, the November 11 meeting will be on **THURSDAY, NOVEMBER 12**

November 25

December 9

December 23 – DARK

2010 City Council Meeting Schedule

January 13	April 14	July 14	October 13
January 27	April 28	July 28	October 27
February 10	May 12	August 11	November 10
February 24	May 26	August 25	November 24
March 10	June 9	September 8	December 8
March 24	June 23	September 22	December 22

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.

POSTING STATEMENT: On October 9, 2009, 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
Mission Trail Library, 34303 Mission Trail Blvd

**CITY OF WILDOMAR
CITY COUNCIL MEETING MINUTES
SEPTEMBER 23, 2009**

The regular meeting of September 23, 2009, of the Wildomar City Council was called to order by Mayor Farnam at 7:00 p.m.

City Council Roll Call showed the following Members in attendance: Mayor Farnam, Mayor Pro Tem Moore, Council Members Ade, Cashman and Swanson. Absent: None.

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

The Flag Salute was led by Council Member Cashman.

PRESENTATIONS

Mayor Farnam and Mayor Pro Tem Moore presented certificates of appreciation to the Cub Scouts who volunteered their time this past summer working with special education kids.

PUBLIC COMMENTS

Henry Silvestre, resident, presented the Mayor with a tee shirt from the Mayor of Baja, Mexico.

Diana Autumn, Anne Sullivan Nursery School, stated recently the Planning Commission approved an expansion of their facility. They are currently trying to get funding for this. They went to the County for CDBG funds and they sent them back to the City. She urged the City to apply for these funds.

APPROVAL OF AGENDA AS PRESENTED

City Clerk Lee stated that Staff has requested that items 3.2 and 3.3 be pulled and tabled.

A MOTION was made by Mayor Pro Tem Moore, seconded by Council Member Swanson, to table items 3.2 and 3.3 and approve the agenda as amended.

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

ITEMS PULLED AND TABLED FROM THE AGENDA

- 3.2 Adopt Resolution No. 09-66 Authorizing the City Manager or His Designee to Establish an Administrative Process for Real Property Acquisition and Relocation of Displaced Persons Required for City's Use and Purposes

RESOLUTION NO. 09 - 66
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ESTABLISHING AN ADMINISTRATIVE PROCESS FOR
REAL PROPERTY ACQUISITION AND RELOCATION OF DISPLACED
PERSONS RELATED TO CITY USE AND PURPOSES

- 3.3 Adopt Resolution No. 09-67 Delegation of Authority to the City Manager or His Designee to Execute Right of Way Certifications

RESOLUTION NO. 09 - 67
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, DELEGATING AUTHORITY TO THE CITY MANAGER TO
EXECUTE RIGHT OF WAY CERTIFICATIONS

1. CONSENT CALENDAR

Council Member Cashman requested 1.5 and 1.7 be pulled and taken separately, and to hear item 1.7 first.

Council Member Ade requested to pull item 1.2 and take it separately.

It was the consensus of the Council to take the pulled items in order.

A MOTION was made by Mayor Pro Tem Moore, seconded by Council Member Ade, to pull items 1.2, 1.5 and 1.7 from the Consent Calendar and hear them separately; and to approve the remainder of the Consent Calendar as presented.

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

- 1.1 Approved the reading by title only of all ordinances
- 1.3 Approved the following Warrant Registers and Payroll Warrant Registers:
1. Warrant Register dated September 9, 2009, in the amount of \$70,878.18.

2. Warrant Register dated September 17, 2009, in the amount of \$3,332.82.
3. Warrant Register dated September 23, 2009, in the amount of \$32,216.44.
4. Payroll Warrant Register dated September 18, 2009, in the amount of \$7,088.83.

1.4 Approved the Treasurer's Report – August 2009

1.6 Establishing Speed Limits on Bundy Canyon Road from Mission Trail to Wildomar City Limits and Palomar Street from Mission Trail to Corydon Street

Adopted Ordinance No. 36 entitled:

ORDINANCE NO. 36
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, ESTABLISHING THE SPEED LIMIT ON
BUNDY CANYON ROAD FROM MISSION TRAIL TO THE WILDOMAR
CITY LIMITS AND PALOMAR STREET FROM MISSION TRAIL TO
CORYDON STREET

ITEMS REMOVED FROM THE CONSENT CALENDAR FOR SEPARATE ACTION

1.2 Approve the regular meeting minutes dated September 9, 2009

Council Member Ade stated on page 4, second paragraph, "...after the appeal process", that is not correct and she did not vote in favor of this, she voted no.

Mayor Pro Tem Moore stated that could not have happened because two Council Members were absent, so the Ordinance would not have passed.

Council Member Ade retracted her comments.

A MOTION was made by Mayor Pro Tem Moore, seconded by Mayor Farnam, to approve item 1.2.

Roll call vote: Ayes – 3; Nays – 0; Abstain – 2, Council Members Cashman and Swanson. Motion carried.

1.5 Zoning Code Amendment 09-01

Adopt Ordinance No. 35 entitled:

ORDINANCE NO. 35
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AMENDING PORTIONS OF ZONING
ORDINANCE OF THE CITY OF WILDOMAR PERTAINING TO
DECISIONS AND APPEAL AUTHORITIES, AND OTHER MINOR
MODIFICATIONS (ZONING CODE AMENDMENT 09-01)

City Attorney Biggs stated there is a clerical error on the Ordinance. In Section 1 "compact parking spaces" should be deleted as per the direction of the City Council.

Council Member Cashman asked if all projects are covered by this.

Planning Director Hogan stated it is any decision of the Planning Commission. It can be a large or small project.

Council Member Cashman inquired what is the criteria that would make this automatically come before the City Council.

Planning Director Hogan answered there are two parts to this. Any decision by the Planning Commission would come to the Council in the form of a receive and file of a notice of decision. Any amendment to an Ordinance, or General Plan would automatically go before the Council as the legislative body of the City, with a recommendation from the Planning Commission.

Council Member Cashman stated that the Plot Plans and Parcel Maps do not come to the Council.

Planning Director Hogan answered that is correct. The normal approval body for those is the Planning Commission. However, the Council does have a review in the receive and file process.

City Attorney Biggs stated the Council can chose to change the code and have more issues brought before them automatically, however the Planning Commission would hear them, process them and make a recommendation to the Council.

Council Member Ade stated she would like this discussed during the norming session and would like no action on this Ordinance until after the

session. She was not comfortable when this was introduced. More information has been given that they didn't have at the last meeting and she would like to review this in more detail and know how it will be implemented.

A MOTION was made by Council Member Ade, seconded by Council Member Cashman, to table this Ordinance until after it can be discussed during the norming session on October 15, 2009.

Mayor Farnam stated he does not want to go back over the items on an agenda where two Council Members were absent. That can be discussed in the norming session as well. Presently the City is working with the County Ordinances we adopted and slowly we are moving them over to the Municipal Code. But he doesn't want to call a norming session every time this happens or nothing will get done. We have a Planning Commission member that we each selected as an individual Council Member and he is not going to second guess what they do. If they are not to be trusted to do this, then we should not have a Commission. We need to trust them.

Council Member Ade stated she did not say we should go to a norming session every time we don't agree. She said that the Council did not have all the information and details, and we still don't have the procedure on how to handle the appeals. This is too important of an issue to move ahead on this. She is also not saying she does not trust the Planning Commission, she just wants all the details and information that they did not have at the introduction of the Ordinance.

Council Member Swanson stated she was one of the absent members at the last meeting, however, she has read the information and she agrees with the decision that was made. She also puts trust in the Planning Commission, however, she does not think that holding this item over until have the norming session will hurt anything.

Mayor Pro Tem Moore stated that Planning is not her forte, so she met with Planning Director Hogan and went through the Ordinance. She is fine with the Ordinance, however, she is in agreement with Council Member Swanson, that holding it over will not hurt anything.

Roll call vote: Ayes – 4; Nays – 1, Mayor Farnam. Motion carried.

- 1.7 Receive and File the Notice of Decision for the Cornerstone Community Church Parking Lot Expansion (08-0163)

Gary Andre, Planning Commissioner, stated he is not opposed to the project, he is opposed to the direction it is going. He read a letter regarding the project.

John Garrett, resident, stated his issue is lighting and the impact it has. This would be a good time to ask them to come into compliance with the existing Ordinance before they add more.

Ofelia Filanc, resident, stated she is submitting copies of memos, letters, petitions, etc. going back to 2002. She is also submitting copies of the County Planning Commission meetings regarding this project.

Mary Flores, resident, stated not everyone adjacent to Cornerstone Church were notified of the Planning Commission meeting even though they put into the record that they were to be notified. She reviewed the County's staff report and the City's. She highlighted several issues contained in both. She went over these issues. She is encouraging the Council to continue this item and take a second look at this project.

Council Member Cashman stated he has not been able to see the conditions that were done and those that were just talked about. He would like the details and take another look at it. The trucks on Bundy Canyon and Monte Vista are problematic. He would like the City Council to review this.

City Attorney Biggs stated this item can be pulled and the City Council asked to take jurisdiction of this item. If that is done the Council would hear this project. If the Council chooses to receive and file the decision of the Planning Commission, then the Commission's decision would stand and the ten day window to appeal the decision would start tomorrow.

Mayor Farnam stated the Council will not be hearing this project tonight. He questioned the letter written by Council Member Cashman to the County Planning Commission on the project.

Council Member Cashman stated the City had not incorporated at the time of that hearing and he wrote the letter as a citizen of Riverside County. He wants to be sure that at the end of all this what were the conditions put in place. Right now he cannot see those.

Council Member Swanson inquired if he read the recommendations to the Planning Commission of staff. It is very comprehensive.

Council Member Cashman answered he did, but it seems the details are not there.

Council Member Ade stated Cornerstone is a part of our community, as are other projects. She is well aware of this project and has listened to the tapes of the Planning Commission regarding this project. Members of the community spoke passionately and emotionally, both church members and non-members. She understands both sides of this issue. She does not want to see this become something that divides the community as other projects have done. She feels more can be done to help mitigate some of the issues regarding this project.

A MOTION was made by Council Member Ade, seconded by Council Member Cashman, for the City Council to assume jurisdiction over the Cornerstone Community Church expansion project, 08-0163, and direct Staff to schedule a Public Hearing and provide the legally required public hearing notice.

Roll call vote: Ayes – 2; Nays – 3, Mayor Farnam, Mayor Pro Tem Moore, Council Member Swanson. Motion failed.

A MOTION was made by Mayor Pro Tem Moore, seconded by Council Member Swanson, to receive and File the Notice of Decision for the Cornerstone Community Church Parking Lot Expansion (08-0163).

Roll call vote: Ayes – 3; Nays – 2, Council Members Ade & Cashman. Motion carried.

City Attorney Biggs advised the ten day appeal period starts tomorrow.

2. PUBLIC HEARINGS

There were no public hearings to be heard.

3. GENERAL BUSINESS

3.1 Overview of Code Enforcement – Oral Report

Public Works Director Kashiwagi presented the report and power point presentation. This presentation gave an overview of what code enforcement does and how it works.

Tracy Lobo, resident, stated she has a neighbor that is running a produce business out of their house. They have been dealing with this for one year. They have cars coming and going, big rigs, loud noises, talking, drinking, yelling and cursing. The big rigs are gone, but the cars keep coming and going until all hours. When they know someone is watching they change their hours. They feel the produce they are selling is a health concern to the community. They have many cats and a dog. The quality of life they have is non-existent now. This business must be stopped and not moved around to another location in the City. How much longer do they have to wait before the City takes action.

City Manager Oviedo stated he has been made aware of this case and he has requested that a meeting be set with the Lobo's to address the issues.

3.4 City Logo and Tag Line

Gina Castanon, resident, stated, in regards to the tag line suggestions, could there be more time given for additional input. Also, she would like to see the tag line with the word "cornerstone" in it taken off the list as it is not appropriate. She also has an issue with the word "value" as it had nothing to do with the incorporation efforts.

Mayor Farnam stated he would like to take the logo first and then address the tag lines.

Discussion ensued regarding the sun rays of the sun; Color of the wheat; and what the logo will look like when it is shrunk down to a pin size.

Council Member Ade stated the City needs a style guide for the logo. She had two examples of other entities' guides which she gave to City Clerk Lee.

Discussion ensued regarding the guidelines and the logo.

A MOTION was made by Mayor Pro Tem Moore, seconded by Council Member Swanson to adopt the color "harvest" for the color of the wheat on the City logo.

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

Mayor Farnam stated, in regards to the tag line, he found some "guidelines" regarding selecting a tag line: attributes, message, differentiation, and ambassadorship. He would like to use this as a guide.

He suggested giving this some more time for community input.

Discussion ensued regarding how to create a tag line and where it will be used.

It was the consensus of the City Council to bring this back to the City Council in 30 days.

City Clerk Lee stated this can be put on the website to garner more exposure. Additionally, would the Council like to remove #2 off the suggested tag line list.

It was the consensus of the City Council to remove tag line suggestion #2 off the list; and to add "High Point of the Valley" and "Tradition*Pride*Opportunity" to the list; and to add the guidelines to the norming session on October 15, 2009.

CITY MANAGER REPORT

City Manager Oviedo reported he has opened escrow on a home in Wildomar and will be moving his family down soon.

CITY ATTORNEY REPORT

City Attorney Biggs stated they had a great turnout at the dinner at the League of California Cities annual conference.

COUNCIL COMMUNICATIONS

Mayor Pro Tem Moore invited everyone to the Wildomar Community Fair on October 3. She and Community Services Director Willette attended another CALEMA emergency preparedness class. Last Saturday the Rotary Club took part in the United Way Days of Caring and painted the VFW. The Mayor's Ball was last Saturday night and it was a very enjoyable evening. She and Mayor Farnam attended the TIP Dinner which was well attended. She also attended the Tobacco Advisory Coalition meeting.

Council Member Cashman stated he went to the RCHCA meeting. They did propose another parcel be bought in Wildomar for the habitat corridor. He commented on the letter he sent regarding the Cornerstone project-he merely

asked that the project come to the new City for approval.

Council Member Ade stated she did attend the League of California Cities annual conference business meeting and dinner that City Attorney Bigg's firm held.

Mayor Farnam stated he attended the WRCOG meeting where they did reduce the TUMF fees 50% for one year. This will come before the City Council within the next 30 days.

FUTURE AGENDA ITEMS

Revisit the Development Impact Fees;
Mt. San Jacinto Community College "Go Pass";
School District Ad Hoc Subcommittee of Mayor Farnam & Mayor Pro Tem Moore;
4/10 Work Schedule-Close City Hall on Fridays

ADJOURNMENT

There being no further business, Mayor Farnam declared the meeting adjourned at 8:45 p.m.

Respectfully submitted,

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.3
CONSENT CALENDAR
Meeting Date: October 14, 2009

TO: Mayor and Members of the City Council
FROM: Gary Nordquist, Director of Finance
SUBJECT: Warrant Registers dated September 23, October 8, October 14, 2009, and Payroll Registers dated October 2 and 7, 2009.

STAFF REPORT

RECOMMENDATION:

1. Warrant Register dated September 23, 2009 in the amount of \$811,588.87;
2. Warrant Register dated October 8, 2009 in the amount of \$10,765.83;
3. Warrant Register dated October 14, 2009 in the amount of \$207,890.33;
4. Payroll Warrant Register dated October 2, 2009 in the amount of \$7,088.83; and
5. Payroll Warrant Register dated October 7, 2009 in the amount of \$1,367.95.

BACKGROUND:

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.

DISCUSSION:

None.

FISCAL IMPACTS:

These Warrant and Payroll Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2009-10 Budget.

ALTERNATIVES:

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

Submitted by:

Approved by:

Gary Nordquist
Director of Finance

Frank Oviedo
City Manager

Reviewed by:

Julie Hayward Biggs
City Attorney

City of Wildomar
Check Detail
September 23, 2009 - P Checks

Type	Num	Name	Memo/Description	Amount
Bill Payment (Check)	1937	DirecTV	Monthly Office Television Service - 9/12/09-10/11/09	\$ 63.00
Bill Payment (Check)	1938	Image Printing System	Note Cards - CM	\$ 172.91
Bill Payment (Check)	1939	North County Times	Notices of Public Hearings	\$ 210.90
Bill Payment (Check)	1940	Western Riverside County Regional Agency	MSHCP Mitigation FEE - July-August 2009	\$ 120,985.59
Bill Payment (Check)	1941	WRCOG	TUMF Mitigation Fees - 7/1/09-8/31/09	\$ 476,368.80
Bill Payment (Check)	1942	Interwest Consulting Group	Engineering Services for August 2009	\$ 184,226.25
Bill Payment (Check)	1943	Aetna	City Council, City Clerk Benefits for September 2009	\$ 5,051.00
Bill Payment (Check)	1944	AFLAC	City Council Benefits for September 2009	\$ 441.41
Bill Payment (Check)	1945	Unum	Insurance Premium - October 2009	\$ 624.00
Bill Payment (Check)	1946	Edison	July-September 2009 Services	\$ 6,761.68
Bill Payment (Check)	1947	CTAI Pacific Greenscape	Windsong and Cervera Irrigation Repair	\$ 665.10
Bill Payment (Check)	1948	National Data & Surveying Services	Radar Speed Survey	\$ 250.00
Bill Payment (Check)	1949	Naples Plaza Ltd.-Oak Creek II	Monthly Lease - October 2009	\$ 15,738.23
Sub-total				\$ 811,558.87

City of Wildomar
Warrant Register P Checks
October 8, 2009

Type	Num	Name	Memo/Description	Amount
Bill Payment (Check)	1950	AT&T	Council Mobile Phones - 8/21-9/20/09	\$ 329.60
Bill Payment (Check)	1951	Guardian	October 2009 Insurance Payment	\$ 961.92
Bill Payment (Check)	1952	Exec-U-Care	Medical Reimbursement Ins. Program - October 2009	\$ 3,000.00
Bill Payment (Check)	1953	Wells Fargo Business Card	September Credit Card Charges	\$ 6,255.21
Bill Payment (Check)	1954	American Forensic Nurses	Blood Draws	\$ 219.10
Sub-total:				\$ 10,765.83

**Warrant Register
October 14, 2009**

Type	Num	Name	Memo/Description	Amount
Bill Payment (Check)	1955	A & A Janitorial Services	Marna O'Brien Park Restroom - Janitorial Services 9/09	\$ 630.33
Bill Payment (Check)	1956	Animal Friends of the Valleys, Inc.	Animal Services - August 2009	\$ 7,500.00
Bill Payment (Check)	1957	Artisan Goldsmiths & Awards	Interior Door Signs - City Hall	\$ 32.63
Bill Payment (Check)	1958	Burke, Williams & Sorensen, LLP	City Attorney Services - August 2009	\$ 26,149.02
Bill Payment (Check)	1959	Crystal Clean Maintenance	Janitorial Services - August 2009	\$ 698.00
Bill Payment (Check)	1960	CTAI Pacific Greenscape	Park Maintenance Services for September 2009	\$ 4,260.00
Bill Payment (Check)	1961	Danielson Associates, Inc.	Management Transistion Services - September 2009	\$ 17,978.00
Bill Payment (Check)	1962	Department of Transportation	Billing Period - August 2009	\$ 792.43
Bill Payment (Check)	1963	Diamond Enviromental Services	Windsong Park	\$ 140.70
Bill Payment (Check)	1964	Diamond W Events	Community Services and Maintenance Services for 9/2009	\$ 7,300.00
Bill Payment (Check)	1965	Elsinore Valley Municipal Water District	Water Services for Parks - 8/20-9/18/09	\$ 8,067.38
Bill Payment (Check)	1966	Frank Oviedo	Reimbursement for Prepaid Meal Ticket (Emerg. Training)	\$ 65.00
Bill Payment (Check)	1967	Protection Rescue Security Services	Park Security Services - balance of August, September 09	\$ 603.23
Bill Payment (Check)	1968	Quality Code Publishing, LLC	Ongoing Codification Service	\$ 3,000.00
Bill Payment (Check)	1969	Riverside County Sheriff's Department	Police Contract Services for 7/1-7/15/09	\$ 129,361.95
Bill Payment (Check)	1970	Edison	Cevera Park Electric - September 2009	\$ 34.07
Bill Payment (Check)	1971	Image Printing System	Postcards, Letterhead & Envelopes	\$ 1,154.39
Bill Payment (Check)	1972	North County Times	Notice of Public Hearing	\$ 123.20

Sub-total: \$ 207,890.33

Grand Total: \$ 1,030,215.03

Payroll Register

2-Oct-09

5074	City Staff Payroll	Payroll Period 19	\$ 5,018.20
EFT	City Staff Payroll	Payroll Period 19	\$ 2,070.63
			7,088.83

Payroll Register

7-Oct-09

5075	Ade	September 2009 Stipend	\$ 290.35
5076	Farnam	September 2009 Stipend	\$ 223.58
5077	Moore	September 2009 Stipend	\$ 273.32
5078	Swanson	September 2009 Stipend	\$ 290.35
EFT	Cashman	September 2009 Stipend	\$ 290.35
			\$ 1,367.95

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.4
CONSENT CALENDAR
Meeting Date: October 14, 2009

TO: Mayor and Members of the City Council
FROM: Gary Nordquist, Director of Finance
SUBJECT: Deny Claim 6-2009 for Damages Against the City of Wildomar.

STAFF REPORT

RECOMMENDATION:

Deny the following claim and direct staff to notify the claimants:

- 1). Claim for money or damages against the City of Wildomar received 09/14/2009,
Claimants: Kenneth D. Pullin.

BACKGROUND/DISCUSSION: This claim was received by the City of Wildomar and reviewed by the City's Claim Administrators and City Attorneys. The claim documents are attached.

ALTERNATIVES:

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

Submitted by:

Approved by:

Gary Nordquist
Finance Director

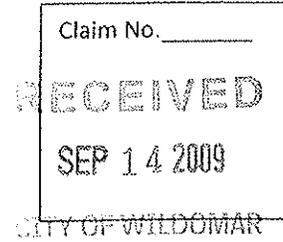
Frank Oviedo
City Manager

Reviewed by:

Julie Hayward Biggs
City Attorney

File with:
City Clerk's Office
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

**CLAIM FOR MONEY OR
DAMAGES AGAINST THE
CITY OF WILDOMAR**



A claim must be presented, as prescribed by the Government Code of the State of California, by the claimant or a person acting on his/her behalf and shall show the following:

If additional space is needed to provide your information, please attach sheets, identifying the paragraph(s) being answered.

1. Name and Post Office address of the claimant:
Name of claimant: KENNETH D. PULLIN
Post Office Address: _____

2. Post Office address to which the person presenting the claim desires
Name of addresses: KENNETH D. PULLIN Telephone: _____
Post Office Address: _____

3. The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.
Date of occurrence: 9/05/09 Time of occurrence: 8:15 a.m.
Location: ROSITA DRIVE
Circumstances giving rise to this claim: Must drive 8 year old grandson to mandatory school. Heard heavy machinery around 7 a.m. There was no alternate route and therefore forced to drive on slurry road
4. General description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of the presentation of the claim.
Pre-estimate of \$1,335.86 includes full detailing, 2 running boards, 2 liners. DOES NOT INCLUDE Areas needing painting caused by slurry.
5. The name of names of the public employee or employees causing the injury, damage, or loss, if known.
Contractor hired by the City of Wildomar

6. **If amount claimed totals less than \$10,000:** The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. *Auto Center Auto Body (951) 695-9293*

Amount Claimed and basis for computation: *pre-estimate \$1,335.86*
plus additional cost of painting after detailing to remove slush that was unable to clean.

If amount claimed exceeds \$10,000: If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case. A limited civil case is one where the recovery sought, exclusive of attorney fees, interest and court costs does not exceed \$25,000. An unlimited civil case is one in which the recovery sought is more than \$25,000. (See CCP § 86.)

Limited Civil Case Unlimited Civil Case

You are required to provide the information requested above in order to comply with Government Code §910. Additionally, in order to conduct a timely investigation and possible resolution of your claim, the [CITY/AGENCY] requests that you answer the following questions.

7. Claimant(s) Social Security Number(s):

8. Claimant(s) Date(s) of Birth:

9. Name, address and telephone number of any witnesses to the occurrence or transaction which gave rise to the claim asserted:

10. If the claim involves medical treatment for a claimed injury, please provide the name, address and telephone number of any doctors or hospitals providing treatment:

If applicable, please attach any medical bills or reports or similar documents supporting your claim.

11. If the claim relates to an automobile accident:
Claimant(s) Auto Ins. Co.: *Wpwanesa* Telephone: _____
Address: _____ Insurance Policy No.: _____
Insurance Broker/Agent: _____ Telephone: _____
Address: _____

Claimant's Veh. Lic. No.: _____ Vehicle Make/Year: *CHEVY/2007*
Claimant's Drivers Lic. No.: _____ Expiration: _____

If applicable, please attach any repair bills, estimates or similar documents supporting your claim.

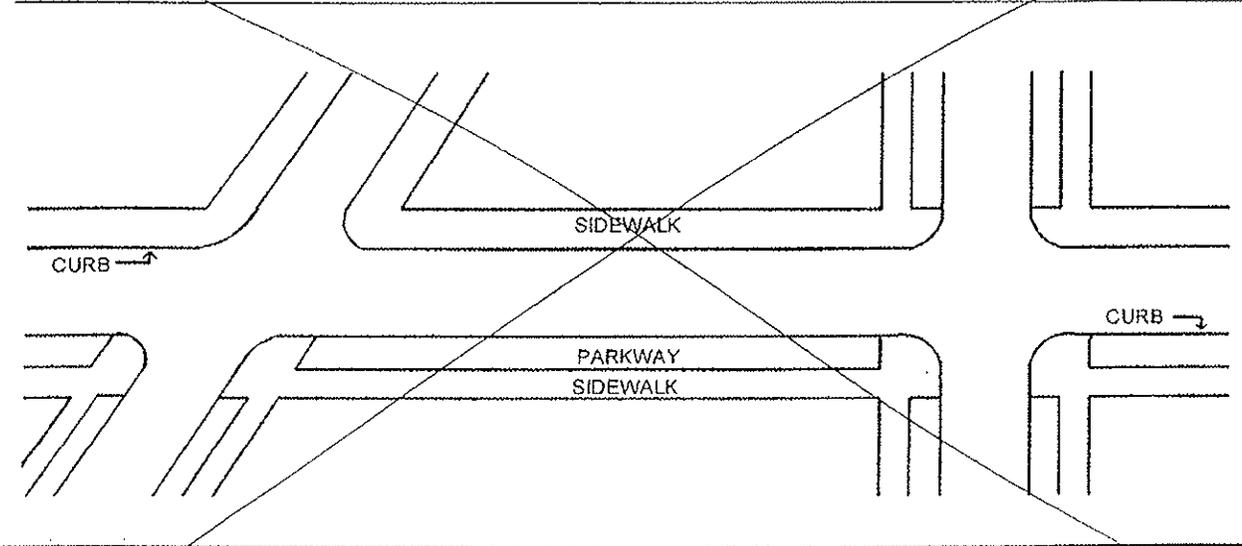
NA

READ CAREFULLY

For all accident claims, place on following diagram name of streets, including North, East, South, and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If City/Agency Vehicle was involved, designate by letter "A" location of City/Agency Vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw

City/Agency Vehicle; location of City/Agency vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X."

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Warning: Presentation of a false claim is a felony (Penal Code §72). Pursuant to CCP §1038, the City/Agency may seek to recover all costs of defense in the event an action is filed which is later determined not to have been brought in good faith and with reasonable cause.

Signature: *Kenneth R. Pullin*

Date: *9-14-09*

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: October 14, 2009

TO: Mayor and Members of the City Council
FROM: Gary Nordquist, Director of Finance
SUBJECT: Approval of Agreements for Community Services and Park Maintenance

STAFF REPORT

RECOMMENDATION:

Authorize the City Manager to enter into contracts with Diamond W Events for Special Events, Park and Emergency Services, CTAI Pacific Greenscape Landscape Services, AA Janitorial Services and Protection Rescue Security Services.

BACKGROUND/DISCUSSION: On July 8, 2009 the City Council authorized the City Manager to enter into interim service agreements with Diamond W Events and CTAI Pacific Greenscape Landscape Services in response to the July 1, 2009 transition of responsibilities for parks services from Riverside County to the City of Wildomar. Since that authorization, city staff obtained proposals for longer term service contracts from several organizations and companies. Based on a review of those submittals, city staff recommends awarding contracts to the following as the lowest most responsible vendors to provide services to the City and Marna O'Brien, Regency Heritage and Windsong Parks.

1. Diamond W Events will provide community service project services and park maintenance to the City at a combined rate of \$7,300 per month as compared to Riverside County's estimated cost for services of \$10,858.
2. CTAI Pacific Greenscape Landscape Service was the lowest responsible vendor for landscape services at the parks for a combined rate of \$3,800 per month as compared to Riverside County's estimated cost for services of \$4,260/month and Excel's \$4,559/month.
3. AA Janitorial Services will provide such services at Marna O'Brien Park for \$570 per month as compared to Andrews & Sons submittal of \$575 per month.
4. Protection Rescue Security Patrol will provide services at the parks for \$425 per month as compared to Maxxum Security's submittal of \$645 per month.

Attached is the complete contract for Diamond W Events. This contract is the same format for the other vendors and only the "Scope of Work exhibit is attached for review.

One complete copy of all contracts is available for review at City Hall and will be available for review at the City Council Meeting.

FISCAL IMPACTS:

The total cost of this recommendation is \$145,260 compared to Riverside County's estimate of \$181,296 for a similar level of service. Funds for these services are budgeted in the FY 2009/10 Community Services Budget (10-470-xx, 10-467-xx and fund 50).

ALTERNATIVES:

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

Attachments:

1. Agreement for Contract Services between City of Wildomar and Diamond W Events.
2. Exhibits from the proposed Agreement for Maintenance Services between City of Wildomar and CTAI.
3. Exhibits from the proposed Agreement for Janitorial Services between City of Wildomar and AA Janitorial Services.
4. Exhibits from the proposed Agreement for Security Services between City of Wildomar and Protection Rescue Security Services.

Submitted by:

Approved by:

Gary Nordquist
Finance Director

Frank Oviedo
City Manager

Reviewed by:

Julie Hayward Biggs
City Attorney

AGREEMENT FOR CONTRACT SERVICES

BETWEEN

THE CITY OF WILDOMAR

AND

DIAMOND W EVENTS

AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF WILDOMAR
AND
DIAMOND W EVENTS

This Agreement for Contract Services ("Agreement"), is made and entered into this first day of October 2009, by and between the City of Wildomar, a California municipal corporation organized under the laws of the State of California with its principal place of business at 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595 ("City") and Diamond W Events, a California (partnership, limited partnership, corporation, etc.) ("Contractor").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. CONTRACTOR

Contractor desires to perform and assume responsibility for the provision of certain Contract services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Contract services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that they are familiar with the plans of the City.

SECTION 2. PROJECT

City desires to engage Contractor to render such services for Community Services as set forth in this Agreement.

SECTION 3. TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2009 to September 30, 2010, with two (2) one year extensions, unless earlier terminated as provided in Section 11 "Termination of Agreement". Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. Such term may be extended upon written agreement of both parties to this Agreement.

SECTION 4. SCOPE OF SERVICES

Contractor promises and agrees to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Contract services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

SECTION 5. EXTRA WORK

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

SECTION 6. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in EXHIBIT "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed eighty seven thousand, six hundred dollars (\$87,600) without written approval of City's representative. Extra work may be authorized, as described above, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

B. Payment of Compensation. Each month the Contractor shall submit to the City an itemized statement, which indicates work, completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will, within 30 days of receiving such statement, review the statement and pay all approved charges thereon. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defect in work performed by Contractor.

C. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

SECTION 7. RESPONSIBILITIES OF CONTRACTOR

A. Control and Payment of Subordinates; Independent Contractor.

(1) The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirement of this Agreement. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor 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.

(2) The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor'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 Contractor or any of Contractor's officer, employees, or agents, except as set forth in the Agreement. Contractor shall not at any time or in any manner represent

that Contractor or any of contractor's officers, employees or agents are in any manner officials, officers, employees or agents of City.

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

B. Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractors' submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

C. Conformance to applicable requirements. All work prepared by Contractor shall be subject to the approval of the City.

D. City's Representative. The City Hereby designates Frank Oviedo, City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

E. Contractor's representative. Contractor hereby designates Paula Willette or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

F. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

G. Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business

License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

H. Law and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising there from. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

I. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and Contract of all safety measures.

J. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials,

officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

K. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

L. Accounting Records

(1) Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under 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 Contractor pursuant to this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

(2) 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 Contractor's address indicated for receipt of notices in this Agreement. 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 Contractor's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

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

N. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff

O. Unauthorized Aliens. Contractor 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 Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor 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 8. INDEMNIFICATION

A. Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, official's officers, employees, agents or volunteers.

B. General Indemnification. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others are required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

SECTION 9. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City.

Contractor shall provide the following types and amounts of insurance:

A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

C. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

D. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage's. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Best rating of A or better and a minimum financial size VII.

E. General conditions pertaining to provision of insurance coverage by Contractor.
Contractor and City agree to the following with respect to insurance provided by Contractor:

(1) Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured's City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all contractors, and subcontractors to do so likewise.

(2) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

(3) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

(4) None of the coverage's required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved in writing.

(5) No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.

(6) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

(7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage's required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

(8) Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(9) It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

(10) Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

(11) Contractor agrees not to self-insure or to use any self-insured retention's or deductibles on any portion of the insurance required herein except as disclosed to and approved by the City and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. City expressly approves maintenance by the Contractor of a \$100,000 deductible on its current Professional Liability insurance policy.

(12) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.

(13) For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

(14) Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

(15) Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

(16) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as

(17) The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

(18) Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

(19) These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

(20) The requirements in this Section supersede all other sections and provisions of this Agreement, except Exhibit "D" "Modifications to Contract Documents", to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

(21) Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

(22) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

SECTION 10. BONDS

A. Performance Bond. If specifically requested by City in Exhibit "D", "Modifications to Contract Documents", attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

B. Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D", "Modifications to Contract Documents", attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this

Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

C. Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

D. Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

SECTION 11. TERMINATION OF AGREEMENT.

A. Grounds for Termination. City may, by written notice to Contractor, terminate with or without cause the whole or any part of this Agreement at any time and by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services, which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

B. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

C. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

D. Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Contractor.

SECTION 12. EXCUSABLE DELAYS

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance of failure to perform due to causes beyond the control of Contractor. 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 13. COOPERATION; FURTHER ACTS

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit "A" "Scope of Services", shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of the Agreement.

SECTION 14. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS

City reserves right to employ other contractors in connection with this Project.

SECTION 15. CONSTRUCTION; REFERENCES; CAPTIONS

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

SECTION 16. NO THIRD PARTY BENEFICIARIES.

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

SECTION 17. PROHIBITED INTERESTS

Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

SECTION 18. DELIVERY OF NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CITY: City of Wildomar
Attention: Frank Oviedo, City Manager
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

Phone: 951.677.7751
Fax: 951.698.1463

CONSULTANT: Diamond W Events
Paula Willette
21285 Shoemaker Dr.
Wildomar, CA 92595

Phone: 951.678.5434
Phone: 951.323.3103
Fax: 888.859.9296

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and address to the part at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

SECTION 19. AUTHORITY TO EXECUTE

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

SECTION 20. BINDING EFFECT

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

SECTION 21. MODIFICATION OF AGREEMENT

Except as modified in Exhibit "D" "Modifications to Contract", no amendment to or modification of this Agreement shall be valid unless made in writing and approved by the City and the Contractor. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 22. 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 or 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 Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 23. GOVERNING LAW

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. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 24. 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 25. LABOR CERTIFICATION

By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

SECTION 26. SUBCONTRACTING

Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

SECTION 27. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall constitute an original.

SECTION 28. ENTIRE AGREEMENT

This Agreement, including the attached Exhibits "A" through "D", 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 Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 29. SEVERABILITY

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF WILDOMAR

By: _____
Frank Oviedo, City Manager

APPROVED AS TO FORM:

Julie Hayward Biggs, City Attorney

CONTRACTOR:

By: _____
(Authorized Officer)

Title _____

Print Name

Phone

By: _____
(Authorized Officer)

Title _____

Print Name

Phone

EXHIBIT “A” SCOPE OF SERVICES

The following specifications described the work that will be required by the contractor for Contract Services.

- Provide 10 hours weekly maintenance for three (3) parks; Marna O’Brien, Regency Heritage and Windsong.
- To develop and implement the operations of Parks & Recreation including parks and buildings maintenance and recreation services programs.
- To plan, direct, manage and coordinate festivals and special events for the City.
- Coordinate and manage the emergency preparedness program for the City.

EXHIBIT "B" SCHEDULE OF SERVICES

- Diamond W Events will provide 30 hours of service per week overseeing Parks & Recreation, Special Events and Emergency Preparedness.

EXHIBIT "C" COMPENSATION

Contract services for Park Maintenance	\$2,000 per month
Contract services for Community Service projects	\$5,000 per month
Telecommunications reimbursement	\$300 per month

EXHIBIT "D" CONTRACT MODIFICATIONS

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Attachment 2

AGREEMENT FOR MAINTENANCE SERVICES

BETWEEN

THE CITY OF WILDOMAR

AND

CTAI Pacific Greenscape

EXHIBIT "A" SCOPE OF SERVICES

Complete landscape maintenance which includes but is not limited to the following at:

Marna O'Brien Park
Regency Heritage Park
Windsong Park
Cervera Streetscape

1. Weekly mowing and edging of all turf areas
2. Planter maintenance
3. Removal of weeds
4. Landscape pest management including gophers
5. Trimming/pruning of shrubs (train for establishment)
6. Landscape fertilizer service for planters and turf
7. Removal of litter and debris from planters and parking lot
8. Tree maintenance (trees under 12')
9. Chemical weed prevention and treatment program
10. Weekly irrigation systems check and inspection
11. Day Porter Service

- Main line breaks billed separately
- Vandalism repairs billed separately
- No charge for lateral line irrigation repairs

Irrigation repairs to be billed separately

EXHIBIT "B" SCHEDULE OF SERVICES

1. Weekly moving and edging of all turf areas
2. Weekly irrigation systems check and inspection
3. Day porter service

EXHIBIT "C" COMPENSATION

Marna O'Brien Park	\$2,000 per month
Regency Heritage Park	\$950 per month
Windsong Park	\$850 per month
Cervera Street	\$460 per month

Attachment 3

AGREEMENT FOR JANITORIAL SERVICES

BETWEEN

THE CITY OF WILDOMAR

AND

A & A JANITORIAL SERVICES

EXHIBIT "A" SCOPE OF SERVICES

The following specifications described the work that will be required by the contractor for Marna O'Brien Park.

Park Restrooms shall maintain an acceptable level that ensures usability by the public by performing the following daily operations:

- Floors shall be swept
- Clean dispensers
- Clean was basins
- Wet-mop floors
- Empty trash containers and remove debris
- Chemically clean toilets and urinals daily to remove stains and deposits
- Disinfect toilets and urinals
- Clean interior walls and ceilings as needed
- Scrub floors as needed

EXHIBIT "B" SCHEDULE OF SERVICES

A & A Janitorial Services will provide 7 days per week Janitorial Services for Marna O'Brien Park.

EXHIBIT "C" COMPENSATION

Marna O'Brien Park \$570.00 per month

Attachment 4

AGREEMENT FOR SECURITY SERVICES

BETWEEN

THE CITY OF WILDOMAR

AND

PROTECTION RESCUE SECURITY SERVICES

EXHIBIT "A" SCOPE OF SERVICES

The following specifications described the work that will be required by the contractor for Park Security Services.

- Walk-thru of Regency Heritage Park at dusk to ensure no persons are in park before locking both gates
- Unlock Regency heritage Park at dawn
- Lock restrooms at Marna O'Brien park after 10pm and unlock at dawn
- Drive by a minimum of three (3) times per night. Lock up may be considered a drive by
- Respond to emergency or disturbance calls as needed
- Report all emergency or disturbance calls to City Contact in a timely manner
- Report any safety hazards for immediate attention

EXHIBIT "B" SCHEDULE OF SERVICES

Protection Rescue Security Services will provide 7 days per week Security Services for Marna O'Brien Park, Regency Heritage Park, and Windsong Park

EXHIBIT "C" COMPENSATION

\$425 for Security at the following Parks

- Marna O'Brien
- Regency Heritage
- Windsong

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: October 14, 2009

TO: Mayor and City Council

FROM: Gary Nordquist, Finance Director

SUBJECT: User Fees

STAFF REPORT

RECOMMENDATION

Adopt Resolution No. 09-66:

RESOLUTION NO. 09 - 66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE PARKS & RECREATION FEES AS LISTED ON EXHIBIT A

BACKGROUND

The City Council adopted Resolution 08-2 on July 1, 2008 which implemented new user fees and charges for the "Transition" Fiscal Year 2008-2009 as original established by Riverside County. This report provides a cost analysis of some of those fees and charges with a comparison to other organizations fees for similar services.

Parks and Recreation. July 1, 2009 the City of Wildomar took responsibility for the 3 parks included in Landscape Maintenance District (LMD) 2006-1 which is funded by \$28.00 assessments on 6,858 of the approximate 9,800 parcels within the city limits. These special non-general fund assessments pay for landscaping and maintenance while recreation programs and other park related service costs are provided by the General Fund. On Septemeber 9, 2009, the City approved a number of fees seeking to compensate the city for non-resident usage. Further review and implementation of that fee structure exposed the need for additional refinement to maximize participation in the City's recreation programs.

First, Non-Resident Youth usage of the city's recreational services. This \$10.00 fee is lower than the existing non-resident fee (\$20.00) and was created to encourage youth participants (under 18 years of age as of the start date of the recreation service) residing outside the City limits to join City recreation activities.

Secondly, The Wildomar Park Pass Program is requesting to be expanded to Non-Residents of Wildomar at a fee of \$35.00. This program is currently

limited to only Non-Assessment District City of Wildomar residents at a fee of \$31.00.

DISCUSSION

The California Constitution allows municipalities to recover the "costs reasonably borne" for all services provided to the community. The recommended fees for Community Services, per the attached Exhibit A, were calculated based on current labor cost including allowable materials or overhead costs

In evaluating and determining the proposed new fees and adjustments to the existing ones, staff considered the following:

- Services and activities appropriate for the user fee structure were identified.
- Cost data were collected using current salary/fringe benefits rates and estimated overhead rates.
- Each department providing that service reviewed how the service is delivered for possible streamlining so that the cost to provide each service could be reduced to the lowest level possible.

The City's practice is to update the user fees and charges on a periodic basis in order to keep pace with the costs of providing services. The City Council could choose not to update the user fees and charges and leave the current rates in place.

FISCAL IMPACT

Positive. The annual volume of activity is currently unknown due to the lack of City history. It is conservatively estimated that budgeted revenues could be increased by \$900.00 with implementation of the new fee program.

Submitted by:

Approved by:

Gary Nordquist
Finance Director

Frank Oviedo
City Manager

Reviewed by:

Julie Hayward Biggs
City Attorney

ATTACHMENTS:

1. Resolution Number 09-
2. Exhibit A

RESOLUTION NO. 09 - 66

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING THE PARKS
& RECREATION FEES AS LISTED ON EXHIBIT A**

WHEREAS, the City of Wildomar, in its desire to provide community recreation services, is dedicated to providing high quality facilities, activities and services at reasonable rates based on fair market value; and

WHEREAS, the City of Wildomar is also dedicated to working closely with local community groups and cities to ensure access and availability to high quality recreation facilities and programs; and

WHEREAS, the City of Wildomar Parks and Recreation User Fees are intended to cover costs incurred for recreation facility management and staffing in order to equitably provide and expand recreation services to the residents of Wildomar; and

WHEREAS, the City of Wildomar Fee Schedule is hereby amended by the addition of Parks & Recreation User Fees which is attached hereto as Exhibit A and by this reference made a part hereof; and

WHEREAS, the effective date of the Parks and Recreation User Fees shall be November 14, 2009.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wildomar does hereby resolve, as follows:

That the City of Wildomar Adopts the Parks & Recreation User Fees as listed on Exhibit A.

PASSED, APPROVED AND ADOPTED this 14th day of October, 2009.

Scott Farnam
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: October 14, 2009

TO: Mayor and Members of the City Council
FROM: Michael Kashiwagi, Development Services
SUBJECT: Mt. San Jacinto Community College Demonstration Go-Pass Program

STAFF REPORT

RECOMMENDATION:

Adopt Resolution No. 09 – 67:

RESOLUTION NO. 09 - 67

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WILDOMAR, CALIFORNIA, AUTHORIZING THE
EXPENDITURE OF AB 2766 AIR QUALITY FUNDS
FOR THE MT SAN JACINTO COMMUNITY COLLEGE
DEMONSTRATION GO-PASS PROGRAM**

BACKGROUND:

The Mt. San Jacinto Community College Board of Trustees and Riverside Transit Agency (RTA) are proposing to launch a demonstration Go-Pass Program at Mt. San Jacinto Community College for the 2010-11 academic year. This initiative is patterned after a similar program at Riverside Community College where registered students can ride all RTA fixed route buses at no cost. As a result of this program, over 10% of students at Riverside Community College regularly ride the bus.

The purpose of this demonstration project is to develop an ongoing program that encourages and creates an incentive to use public transit instead of single occupant cars to travel to school and other destinations. If successful, this program will provide low cost transportation for students where transportation availability and costs present a barrier to higher education. Benefits of this program include reductions in traffic congestion, air pollution, transportation costs, and parking congestion.

Based upon current ridership, the cost of the demonstration program for the 2010 – 11 academic year is \$18,500. The proposed source of funding is to apportion costs to Riverside County cities based upon current enrollment. A permanent funding source is essential for the program to continue. AB 774 provides the mechanism for permanent funding but must be signed by the Governor by October 11th. AB 774 provides authority to Mt. San Jacinto Community College to assess a universal student transportation fee.

If AB 774 is vetoed by the Governor, the Go-Pass Demonstration Program will be cancelled. If signed, the demonstration program will be for one year, but during the year, students must vote to establish a universal transit fee to fund the program on an ongoing basis. If the student vote is unsuccessful, the program will expire.

FISCAL IMPACTS:

The City of Wildomar's share to fund this pilot program is \$803. Funding will come from the AB 2766 Air Quality Fund. There is no Fiscal Impact to the City's General Fund.

ALTERNATIVES:

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

Submitted by:

Approved by:

Mike Kashiwagi
City Engineer

Frank Oviedo
City Manager

Attachments:

Resolution No. 09 - 67

RESOLUTION NO. 09 - 67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE EXPENDITURE OF AB 2766 AIR QUALITY FUNDS FOR THE MT SAN JACINTO COMMUNITY COLLEGE DEMONSTRATION GO-PASS PROGRAM

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

WHEREAS, the Mt. San Jacinto Community College Board of Trustees and Riverside Transit Agency have developed a Demonstration Go-Pass Program for the 2010-11 Academic year; and

WHEREAS, the Go-Pass Demonstration Program will provide an incentive to use public transit instead of single occupant cars; and

WHEREAS, City of Wildomar residents attending Mt. San Jacinto Community College will be able to participate and benefit from this program; and

WHEREAS, successful implementation of this program will benefit the City of Wildomar and Southwest Riverside County Region by reducing traffic congestion, air pollution, parking problems, and student transportation costs.

NOW, THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Authorizes the Expenditure of AB 2766 Air Quality Funds in the amount of \$803 for the Mt. San Jacinto Community College Demonstration Go-Pass Program

PASSED, APPROVED, AND ADOPTED this 14th day of October, 2009.

Scott Farnam
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk



Mt. San Jacinto Community College Demonstration Go-Pass Program



The Mt. San Jacinto Community College Board of Trustees has asked RTA staff to investigate the possibility of launching a demonstration Go-Pass program at their school during the 2010-11 academic year that would be similar to the Riverside Community College program where registered students can board all RTA fixed-route buses at no charge. At RCC, over 10% of the students now regularly ride the bus.

The goal of this demonstration is to create interest in an on-going program that strongly encourages use of public transit instead of single occupant cars to travel to school and other destinations. Permanent funding for the program would be through a universal student transportation fee.

Benefits of such a program are alleviating traffic congestion, air pollution, parking problems and transportation costs experienced by students.

Based on current ridership, the cost for the demonstration program would be \$9,250 for each semester or \$18,500 per academic year. This would cover the lost fare revenue to RTA.

To fund the demonstration program, RTA is looking to the jurisdictions with students attending MSJC. To calculate the costs for each jurisdiction, RTA apportioned costs based on current enrollment figures (see chart below). An ideal way to fund a program like this is with AB 2766 funds, which are distributed for projects that reduce vehicle emissions and were very effective for the RCC program.

	NUMBER OF STUDENTS PER JURISDICTION	PCT OF STUDENTS PER JURISDICTION	6 MONTH PROGRAM-TOTAL FUNDING NEEDED PER JURISDICTION	1 YEAR PROGRAM-TOTAL FUNDING NEEDED PER JURISDICTION
BANNING	330	1.6%	\$149	\$298
BEAUMONT	380	1.9%	\$172	\$343
CANYON LAKE	475	2.3%	\$214	\$429
COUNTY OF RIVERSIDE	1,206	5.9%	\$544	\$1,089
HEMET	4,124	20.1%	\$1,862	\$3,724
LAKE ELSINORE	1,197	5.8%	\$540	\$1,081
MENIFEE	2,446	11.9%	\$1,104	\$2,209
MURRIETA	3,717	18.1%	\$1,678	\$3,356
PERRIS	682	3.3%	\$308	\$616
SAN JACINTO	2,051	10.0%	\$926	\$1,852
TEMECULA	2,992	14.6%	\$1,351	\$2,702
WILDOMAR	889	4.3%	\$401	\$803
TOTALS	20,489	100.0%	\$9,250	\$18,500

A permanent funding source is critical for the program to continue. This is dependent on two steps. First, the Governor must sign AB 774, which will allow all students to pay an equal fee for the program. The Governor has until October 11 to sign or veto the bill. If it is vetoed, the planned program will be cancelled. If signed, the demonstration program will be for one year, but, during that year, the students must vote to establish a universal transit fee to fund the program on an ongoing basis. If the student vote is unsuccessful, the program will expire.

To evaluate the MSJC program, RTA will monitor boarding counts and then use South Coast Air Quality Management District (AQMD) formulae to derive the emissions that the program eliminated.

For questions or more information, please contact: Scott Richardson, RTA Planning and Program Manager. Phone: 951-565-5250, email: srichardson@rivsidetransit.com

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
CONSENT CALENDAR
Meeting Date: October 14, 2009

TO: Mayor and Members of the City Council
FROM: Gary Nordquist, Director of Finance
SUBJECT: Proposition 1A Securitization Program

STAFF REPORT

RECOMMENDATION:

After City Council discussion and questions, if the Council wishes to participate in the Proposition 1A Securitization Program, it should adopt the proposed Proposition 1A Sale Resolution and Purchase and Sale Agreement, which requires only a simple majority vote. *This recommendation to participate in the program is made as a precautionary measure as the City of Wildomar may not be subject to the State taking 8% of the City's Property Tax Revenue.*

RESOLUTION NO. 09 - 68

A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

BACKGROUND:

Proposition 1A Suspension: Proposition 1A was passed by California voters in 2004 to ensure local property tax and sales tax revenues remain with local government thereby safeguarding funding for public safety, health, libraries, parks, and other local services. Provisions can only be suspended if the Governor declares a fiscal necessity and two-thirds of the Legislature concurs.

The emergency suspension of Proposition 1A was passed by the Legislature and signed by the Governor as ABX4 14 and ABX4 15 as part of the 2009-10 budget packages on July 28, 2009. Under the provision, the State will borrow 8% of the amount of property tax revenue apportioned to cities, counties and special districts. The state will be required to repay those obligations plus interest (2%) by June 30, 2013.

The legislature is currently reviewing a clean-up bill, SB67 which would provide for a few critical changes to the enacted legislation, including but not limited to providing for: financing to occur in November; county auditor certification of amount of Prop 1A receivable; tax-exempt structure; California Communities as the only issuer; more flexibility on bond structure (interest payments, state payment date and redemption features); sales among local agencies; and revision to the hardship mechanism.

While SB 67 has not yet been passed and signed into law, California Communities expects that to occur prior to funding the Program. If for any reason SB 67 is not enacted

and the bonds cannot be sold by December 31, 2009, all approved documents placed in escrow with Transaction counsel will be of no force and effect and will be destroyed.

DISCUSSION:

The borrowing amount by the State is based on 8% of the City's Fiscal Year (FY) 2008-09 Property Tax revenues. During FY 2008-09, as part of the transition year plan for the newly incorporated City of Wildomar, Riverside County retained the City of Wildomar's approximately \$3.6 million Property Tax revenues to partially offset the cost of services Riverside County provided on behalf of the City. Thus, the City had no property tax revenues to report for the fiscal year. Because of this anomaly, the City of Wildomar is currently not listed as a City subject to the State's taking of property tax revenue. However, should other unfavorable interpretations prevail, taking precautionary measures and participating in this program will significantly reduce the City's fiscal exposure to reduced revenues. Specifics of the program content are as follows:

Proposition 1A Securitization Program: Authorized under ABX4 14 and ABX4 15, the Proposition 1A Securitization Program was instituted by California Communities to enable Local Agencies to sell their respective Proposition 1A Receivables to California Communities. Currently, SB67 is being considered to clarify specific aspects of ABX4 14 and ABX4 15. Under the Securitization Program, California Communities will simultaneously purchase the Proposition 1A Receivables, issue bonds ("Prop 1A Bonds") and provide each local agency with the cash proceeds in two equal installments, on January 15, 2010 and May 3, 2010 (to coincide with the dates that the State will be shifting property tax from local agencies). The purchase price paid to the local agencies will equal 100% of the amount of the property tax reduction. All transaction costs of issuance and interest will be paid by the State of California. **Participating local agencies will have no obligation on the bonds and no credit exposure to the State.**

If the City of Wildomar sells its Proposition 1A Receivable under the Proposition 1A Securitization Program, California Communities will pledge the City of Wildomar's Proposition 1A Receivable to secure the repayment of a corresponding amount of the Prop 1A Bonds. The City of Wildomar's sale of its Proposition 1A Receivable will be irrevocable. **Bondholders will have no recourse to the City of Wildomar if the State does not make the Proposition 1A Repayment.**

Proposition 1A Program Sponsor: California Statewide Communities Development Authority ("California Communities") is a joint powers authority sponsored by the California State Association of Counties and the League of California Cities. The member agencies of California Communities include approximately 230 cities and 54 counties throughout California.

Benefits of Participation in the Proposition 1A Securitization Program:

The benefits to the City of Wildomar of participation in the Proposition 1A Securitization Program include:

- Immediate cash relief – the sale of the City's Proposition 1A Receivable will provide the City with 100% of its Proposition 1A Receivable in two equal installments, on January 15, 2010 and May 3, 2010.

- Mitigates impact of 8% property tax withholding in January and May – Per ABX4 14 and ABX4 15 and the proposed clean-up legislation SB 67, the State will withhold 8% of property tax receivables due to Cities, Counties, and Special Districts under Proposition 1A. The financing outlines bond proceeds to be distributed to coincide with the dates that the State will be shifting property tax from local agencies.
- All costs of financing borne by the State of California. **The City will not have to pay any interest cost or costs of issuance in connection with its participation.**
- No obligation on Bonds. The City has no obligation with respect to the payment of the bonds, nor any reporting, disclosure or other compliance obligations associated with the bonds.

Proceeds of the Sale of the City of Wildomar's Proposition 1A Receivable:

Upon delivery of the Proposition 1A Bonds, California Communities will make available to the City its fixed purchase price, which will equal 100% of the local agency's Proposition 1A Receivable. These funds may be used for any lawful purpose of the City and are not restricted by the program.

Proposed Proposition 1A Receivables Sale Resolution:

The proposed Proposition 1A Receivables Sale Resolution:

- (1) Authorizes the sale of the City's Proposition 1A Receivable to California Communities for 100% of its receivable;
- (2) Approves the form, and directs the execution and delivery, of the Purchase and Sale Agreement with California Communities and related documents;
- (3) Authorizes and directs any Authorized Officer to send, or to cause to be sent, an irrevocable written instruction required by statute to the State Controller notifying the State of the sale of the Proposition 1A Receivable and instructing the disbursement of the Proposition 1A Receivable to the Proposition 1A Bond Trustee;
- (4) Appoints certain City officers and officials as Authorized Officers for purposes of signing documents; and
- (5) Authorizes miscellaneous related actions and makes certain ratifications, findings and determinations required by law.

Proposed Purchase and Sale Agreement

The proposed Purchase and Sale Agreement:

- (1) Provides for the sale of the Proposition 1A Receivable to California Communities;
- (2) Contains representations and warranties of the City to assure California Communities that the Proposition 1A Receivable has not been previously sold, is not encumbered, that no litigation or other actions is pending or threatened to disrupt the transaction and that this is an arm's length "true sale" of the Proposition 1A Receivable.

- (3) Provides mechanics for payment of the Purchase Price.
- (4) Contains other miscellaneous provisions.

Proposed Purchase and Sale Agreement Exhibits:

The proposed Proposition 1A Purchase and Sale Agreement Exhibits:

- (B1) Opinion of Counsel: This is an opinion of the counsel to the local agency (which may be an in-house counsel or an outside counsel) covering basic approval of the documents, litigation, and enforceability of the document against the Seller. It will be dated as of the Pricing date of the bonds (currently expected to be November 10, 2009).
- (B2) Bringdown Opinion: This simply "brings down" the opinions to the closing date (currently expected to be November 19, 2009).
- (C1) Certificate of the Clerk of the Local Agency: A certificate of the Clerk confirming that the resolution was duly adopted and is in full force and effect.
- (C2) Seller Certificate: A certification of the Seller dated as of the Pricing Date confirming that the representations and warranties of the Seller are true as of the Pricing Date, confirming authority to sign, confirming due approval of the resolution and providing payment instructions.
- (C3) Bill of Sale and Bringdown Certificate: Certificate that brings the certifications of C2 down to the Closing Date and confirms the sale of the Proposition 1A Receivable as of the Closing Date.
- (D) Irrevocable Instructions to the Controller: Required in order to let the State Controller know that the Proposition 1A Receivable has been sold and directing the State to make payment of the receivable to the Trustee on behalf of the Purchaser.
- (E) Escrow Instruction Letter: Instructs Transaction Counsel (Orrick) to hold all documents in escrow until closing, and if closing does not occur by December 31, 2009 for any reason, to destroy all documents.

FISCAL IMPACTS:

There is no cost to the City of Wildomar for enrolling and participating in this program. Should the City not participate in the program, the City may be exposed to a State of California borrowing of approximately \$300,000 of fiscal year 2009-10 Property Tax revenue. The borrowing could be paid back in 3 years at a 2% interest rate. This borrowing would reduce the City's current revenue budget and could impact the City's reserve and cash flow.

ALTERNATIVES:

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

Submitted by:

Approved by:

Gary Nordquist
Director of Finance

Frank Oviedo
City Manager

Reviewed by:

Julie Hayward Biggs
City Attorney

RESOLUTION NO. _____

**CITY COUNCIL
OF THE
CITY OF WILDOMAR**

A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, pursuant to Section 25.5 of Article XIII of the California Constitution and Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended (the "Act"), certain local agencies within the State of California (the "State") are entitled to receive certain payments to be made by the State on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year (the "Reimbursement Payments"), which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code;

WHEREAS, the City of Wildomar, a local agency within the meaning of Section 6585(f) of the California Government Code (the "Seller"), is entitled to and has determined to sell all right, title and interest of the Seller in and to its "Proposition 1A receivable", as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund public capital improvements or working capital;

WHEREAS, the Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require;

WHEREAS, the California Statewide Communities Development Authority, a joint exercise of powers authority organized and existing under the laws of the State (the "Purchaser"), has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable;

WHEREAS, the Purchaser desires to purchase the Proposition 1A Receivable and the Seller desires to sell the Proposition 1A Receivable pursuant to a purchase and sale agreement by and between the Seller and the Purchaser in the form presented to this City Council (the "Sale Agreement") for the purposes set forth herein;

WHEREAS, in order to finance the purchase price of the Proposition 1A Receivable from the Seller and the purchase price of other Proposition 1A Receivables from other local agencies, the Purchaser will issue its bonds (the "Bonds") pursuant to Section 6590 of the California Government Code and an Indenture (the "Indenture"), by and between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), which Bonds will be payable solely

from the proceeds of the Seller's Proposition 1A Receivable and other Proposition 1A Receivables sold to the Purchaser by local agencies in connection with the issuance of the Bonds;

WHEREAS, the Seller acknowledges that (i) any transfer of its Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement shall be treated as an absolute sale and transfer of the property so transferred and not as a pledge or grant of a security interest by City of Wildomar to secure a borrowing, (ii) any such sale of its Proposition 1A Receivable to the Purchaser shall automatically be perfected without the need for physical delivery, recordation, filing or further act, (iii) the provisions of Division 9 (commencing with Section 9101) of the California Commercial Code and Sections 954.5 to 955.1 of the California Civil Code, inclusive, shall not apply to the sale of its Proposition 1A Receivable, and (iv) after such transfer, the Seller shall have no right, title, or interest in or to the Proposition 1A Receivable sold to the Purchaser and the Proposition 1A Receivable will thereafter be owned, received, held and disbursed only by the Purchaser or a trustee or agent appointed by the Purchaser;

WHEREAS, the Seller acknowledges that the Purchaser will grant a security interest in the Proposition 1A Receivable to the Trustee and any credit enhancer to secure payment of the Bonds;

WHEREAS, a portion of the proceeds of the Bonds will be used by the Purchaser to, among other things, pay the purchase price of the Proposition 1A Receivable;

WHEREAS, the Seller will use the proceeds received from the sale of the Proposition 1A Receivable for any lawful purpose as permitted under the applicable laws of the State;

NOW THEREFORE, the City Council of the City of Wildomar hereby resolves as follows:

Section 1. All of the recitals set forth above are true and correct, and this City Council hereby so finds and determines.

Section 2. The Seller hereby authorizes the sale of the Proposition 1A Receivable to the Purchaser for a price equal to the amount certified as the Initial Amount (as defined in the Sale Agreement) by the County auditor pursuant to the Act. The form of Sale Agreement presented to the City Council is hereby approved. An Authorized Officer (as set forth in Appendix A of this Resolution, attached hereto and by this reference incorporated herein) is hereby authorized and directed to execute and deliver the Sale Agreement on behalf of the Seller, which shall be in the form presented at this meeting.

Section 3. Any Authorized Officer is hereby authorized and directed to send, or to cause to be sent, an irrevocable written instruction to the State Controller (the "Irrevocable Written Instruction") notifying the State of the sale of the Proposition 1A Receivable and instructing the disbursement pursuant to Section 6588.6(c) of California Government Code of the Proposition 1A Receivable to the Trustee, on behalf of the Purchaser, which Irrevocable Written Instruction shall be in the form presented at this meeting.

Section 4. The Authorized Officers and such other Seller officers, as appropriate, are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, including but not limited to, if required, appropriate escrow instructions relating to the delivery into escrow of executed documents prior to the closing of the Bonds, and such other documents mentioned in the Sale Agreement or the Indenture, which any of them may deem necessary or desirable in order to implement the Sale Agreement and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution; and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the sale of the Proposition 1A Receivable or the issuance of the Bonds, including without limitation any of the foregoing that may be necessary or desirable in connection with any default under or amendment of such documents, may be given or taken by an Authorized Officer without further authorization by this City Council, and each Authorized Officer is hereby authorized and directed to give any such consent, approval, notice, order or request, to execute any necessary or appropriate documents or amendments, and to take any such action that such Authorized Officer may deem necessary or desirable to further the purposes of this Resolution.

Section 6. The City Council acknowledges that, upon execution and delivery of the Sale Agreement, the Seller is contractually obligated to sell the Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement and the Seller shall not have any option to revoke its approval of the Sale Agreement or to determine not to perform its obligations thereunder.

Section 7. This Resolution shall take effect from and after its adoption and approval.

PASSED AND ADOPTED by the City Council of the City of Wildomar, State of California, this _____ day of _____, 2009, by the following vote:

AYES:

NOES:

ABSENT:

Mayor

Attest:

City Clerk

Approved as to form :

SELLER'S COUNSEL

By _____

Dated: _____

APPENDIX A

CITY OF WILDOMAR

Authorized Officers: Scott Farman, Mayor

Bridgette Moore, Mayor Pro Tem

Frank Oviedo, City Manager

any designee of any of them, as appointed in a written certificate of such Authorized Officer delivered to the Trustee.

CITY OF WILDOMAR, CALIFORNIA,
as Seller

and

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY,
as Purchaser

PURCHASE AND SALE AGREEMENT

Dated as of November 1, 2009

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, dated as of November 1, 2009 (this "Agreement"), is entered into by and between:

(1) CITY OF WILDOMAR, a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code (the "Seller"); and

(2) CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Purchaser").

RECITALS

A. Pursuant to Section 25.5 of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, local agencies within the meaning of Section 6585(f) of the California Government Code are entitled to receive certain payments to be made by the State of California (the "State") on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year, which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code.

B. The Seller is the owner of the Proposition 1A Receivable (as defined below) and is entitled to and has determined to sell all right, title and interest in and to the Proposition 1A receivable, namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund any lawful purpose as permitted under the applicable laws of the State.

C. The Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require.

D. The Purchaser, a joint exercise of powers authority organized and existing under the laws of the State, has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable.

E. The Seller is willing to sell, and the Purchaser is willing to purchase, the Proposition 1A Receivable upon the terms specified in this Agreement.

F. Pursuant to its Proposition 1A Receivable Financing Program (the "Program"), the Purchaser will issue its bonds (the "Bonds") pursuant to an Indenture (the "Indenture"), between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), and will use a portion of the proceeds thereof to purchase the Proposition 1A Receivable from the Seller.

G. The Purchaser will grant a security interest in such Proposition 1A Receivable to the Trustee and each Credit Enhancer to secure the Bonds.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Definitions and Interpretation.

(a) For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in Exhibit A attached hereto and which is incorporated by reference herein.

(b) The words “hereof,” “herein,” “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; section and exhibits references contained in this Agreement are references to sections and exhibits in or to this Agreement unless otherwise specified; and the term “including” shall mean “including without limitation.”

(c) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time may be amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments and exhibits thereto and instruments incorporated therein; and any references to a Person are also to its permitted successors and assigns.

2. Agreement to Sell and Purchase; Conditions Precedent.

(a) The Seller agrees to sell, and the Purchaser agrees to purchase, on the Closing Date, for an amount equal to the Purchase Price, all right, title and interest of the Seller in and to the “Proposition 1A receivable” as defined in Section 6585(g) of the California Government Code (the “Proposition 1A Receivable”), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code. The Purchase Price shall be paid by the Purchaser to the Seller in two equal cash installment payments, without interest (each, an “Installment Payment” and, collectively, the “Installment Payments”), on January 15, 2010, and May 3, 2010 (each a “Payment Date” and, collectively, the “Payment Dates”). The Purchaser shall pay the Purchase Price by wire transfer pursuant to wire instructions provided by the Seller to the Trustee by e-mail to john.delaray@wellsfargo.com or by facsimile to 213-614-3355, Attention: John Deleray. If wire instructions are not provided to the Trustee (or if such wire instructions are invalid) payment will be made by check mailed to the Seller’s Principal Place of Business.

(b) The performance by the Purchaser of its obligations hereunder shall be conditioned upon:

- (i) Transaction Counsel receiving on or before the date the Bonds are sold (the “Pricing Date”), to be held in escrow until the Closing Date and then delivered to the Purchaser on the Closing Date, the following documents

duly executed by the Seller or its counsel, as applicable: (1) an opinion of counsel to the Seller dated the Pricing Date in substantially the form attached hereto as Exhibit B1, (2) certificates dated the Pricing Date in substantially the forms attached hereto as Exhibit C1 and Exhibit C2, (3) irrevocable instructions to the Controller dated as of the Closing Date in substantially the form attached hereto as Exhibit D, (4) this Agreement, (5) a certified copy of the resolution of the Seller's City Council approving this Agreement, the transactions contemplated hereby and the documents attached hereto as exhibits, and (6) an escrow instruction letter in substantially the form attached hereto as Exhibit E;

- (ii) Transaction Counsel receiving on or before the Pricing Date, (1) a bringdown opinion of counsel to the Seller dated as of the Closing Date in substantially the form attached hereto as Exhibit B2, and (2) a bill of sale and bringdown certificate of the Seller (the "Bill of Sale") in substantially the form attached hereto as Exhibit C3; provided that the Purchaser may waive, in its sole discretion, the requirements of Section 2(b)(ii)(1);
- (iii) the Purchaser issuing Bonds in an amount which will be sufficient to pay the Purchase Price; and
- (iv) the receipt by the Purchaser of a certification of the County Auditor confirming the Initial Amount of the Proposition 1A Receivable pursuant to the Act.

(c) The performance by the Seller of its obligations hereunder shall be conditioned solely upon the Purchaser's issuance of the Bonds its execution and delivery of this Agreement, pursuant to which it is legally obligated to pay the Installment Payments to the Seller on the Payment Dates as set forth in this Agreement, and no other act or omission on the part of the Purchaser or any other party shall excuse the Seller from performing its obligations hereunder. Seller specifically disclaims any right to rescind this Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make Installment Payments in the requisite amounts on the Payment Dates.

3. Purchase Price, Conveyance of Proposition 1A Receivable and Payment of Purchase Price.

(a) Upon pricing of the Bonds by the Purchaser, the Purchaser will inform the Seller that it will pay the Purchase Price in Installment Payments on the Payment Dates.

(b) In consideration of the Purchaser's agreement to pay and deliver to the Seller the Installment Payments on the Payment Dates, the Seller agrees to (i) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided herein, and the Purchaser agrees to purchase, accept and receive, the Proposition 1A Receivable, and (ii) assign to the Purchaser, to the extent permitted by law, all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other

applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. This is the statement referred to in Sections 6588.6(b) and (c) of the California Government Code.

4. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Seller, as of the date hereof, as follows:

(a) The Purchaser is duly organized, validly existing and in good standing under the laws of the State of California.

(b) The Purchaser has full power and authority to enter into this Agreement and to perform its obligations hereunder and has duly authorized such purchase and assignment of the Proposition 1A Receivable by the Purchaser by all necessary action.

(c) Neither the execution and delivery by the Purchaser of this Agreement, nor the performance by the Purchaser of its obligations hereunder, shall conflict with or result in a breach or default under any of its organizational documents, any law, rule, regulation, judgment, order or decree to which it is subject or any agreement or instrument to which it is a party.

(d) To the best of the knowledge of the Purchaser, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Purchaser affecting the existence of the Purchaser or the titles of its commissioners or officers, or seeking to restrain or to enjoin the purchase of the Proposition 1A Receivable or to direct the application of the proceeds of the purchase thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Purchaser contemplated by any of said documents, or in any way contesting the powers of the Purchaser or its authority with respect to the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Purchaser contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Purchaser from purchasing the Proposition 1A Receivable or which if determined adversely to the Purchaser would have an adverse effect upon the Purchaser's ability to purchase the Proposition 1A Receivable, nor to the knowledge of the Purchaser is there any basis therefor.

(e) This Agreement, and its execution, delivery and performance hereof have been duly authorized by it, and this Agreement has been duly executed and delivered by it and constitutes its valid and binding obligation enforceable against it in accordance with the terms hereof, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(f) The Purchaser is a separate legal entity, acting solely through its authorized representatives, from the Seller, maintaining separate records, books of account, assets, bank accounts and funds, which are not and have not been commingled with those of the Seller.

(g) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the purchase by the Purchaser of the Proposition 1A Receivable or the performance by the Purchaser of its obligations under the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

(h) Insofar as it would materially adversely affect the Purchaser's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Purchaser is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Purchaser, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the execution and delivery by the Purchaser of the Transaction Documents to which it is a party, and compliance by the Purchaser with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Purchaser a breach of or default under any agreement or other instrument to which the Purchaser is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Purchaser is subject.

5. Representations and Warranties of the Seller. The Seller hereby represents and warrants to the Purchaser, as of the date hereof, as follows:

(a) The Seller is a local agency within the meaning of Section 6585(f) of the California Government Code, with full power and authority to execute and deliver this Agreement and to carry out its terms.

(b) The Seller has full power, authority and legal right to sell and assign the Proposition 1A Receivable to the Purchaser and has duly authorized such sale and assignment to the Purchaser by all necessary action; and the execution, delivery and performance by the Seller of this Agreement has been duly authorized by the Seller by all necessary action.

(c) This Agreement has been, and as of the Closing Date the Bill of Sale will have been, duly executed and delivered by the Seller and, assuming the due authorization, execution and delivery of this Agreement by the Purchaser, each of this Agreement and the Bill of Sale constitutes a legal, valid and binding obligation of the Seller enforceable in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(d) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the sale by the Seller of the Proposition 1A Receivable or the performance by the Seller of its

obligations under the Resolution and the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

(e) Insofar as it would materially adversely affect the Seller's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Seller is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Seller, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the adoption of the Resolution and the execution and delivery by the Seller of the Transaction Documents to which it is a party, and compliance by the Seller with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Seller a breach of or default under any agreement or other instrument to which the Seller is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Seller is subject.

(f) To the best of the knowledge of the Seller, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller affecting the existence of the Seller or the titles of its **City Council** members or officers to their respective offices, or seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents, or in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Seller contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Seller from selling the Proposition 1A Receivable or which if determined adversely to the Seller would have an adverse effect upon the Seller's ability to sell the Proposition 1A Receivable, nor to the knowledge of the Seller is there any basis therefor.

(g) Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller was the sole owner of the Proposition 1A Receivable, and has such right, title and interest to the Proposition 1A Receivable as provided in the Act. From and after the conveyance of the Proposition 1A Receivable by the Seller to Purchaser on the Closing Date, the Seller shall have no right, title or interest in or to the Proposition 1A Receivable. Except as provided in this Agreement, the Seller has not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor has the Seller created, or to the best knowledge of the Seller permitted the creation of, any lien, pledge, security interest or any other encumbrance (a "Lien") thereon. Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller held title to the Proposition 1A Receivable free and clear of any Liens. As of the Closing Date, this Agreement, together with the Bill of Sale, constitutes a valid and absolute sale to the Buyer of all of the Seller's right, title and interest in and to the Proposition 1A Receivable.

(h) The Seller acts solely through its authorized officers or agents.

(i) The Seller maintains records and books of account separate from those of the Purchaser.

(j) The Seller maintains its respective assets separately from the assets of the Purchaser (including through the maintenance of separate bank accounts); the Seller's funds and assets, and records relating thereto, have not been and are not commingled with those of the Purchaser.

(k) The Seller's principal place of business and chief executive office is located at 23873 Clinton Keith Road, Suite 201, Wildomar, California 92595.

(l) The aggregate amount of the Installment Payments is reasonably equivalent value for the Proposition 1A Receivable. The Seller acknowledges that the amount payable to or on behalf of the Purchaser by the State with respect to the Proposition 1A Receivable will be in excess of the Purchase Price and the Initial Amount of the Proposition 1A Receivable and confirms that it has no claim to any such excess amount whatsoever.

(m) The Seller does not act as an agent of the Purchaser in any capacity, but instead presents itself to the public as an entity separate from the Purchaser.

(n) The Seller has not guaranteed and shall not guarantee the obligations of the Purchaser, nor shall it hold itself out or permit itself to be held out as having agreed to pay or as being liable for the debts of the Purchaser; and the Seller has not received nor shall the Seller accept any credit or financing from any Person who is relying upon the availability of the assets of the Purchaser in extending such credit or financing. The Seller has not purchased and shall not purchase any of the Bonds or any interest therein.

(o) All transactions between or among the Seller, on the one hand, and the Purchaser on the other hand (including, without limitation, transactions governed by contracts for services and facilities, such as payroll, purchasing, accounting, legal and personnel services and office space), whether existing on the date hereof or entered into after the date hereof, shall be on terms and conditions (including, without limitation, terms relating to amounts to be paid thereunder) which are believed by each such party thereto to be both fair and reasonable and comparable to those available on an arms-length basis from Persons who are not affiliates.

(p) The Seller has not, under the provisions of Section 100.06(b) of the California Revenue and Taxation Code, received a reduction for hardship or otherwise, nor has it requested, made arrangements for, or completed a reallocation or exchange with any other local agency, of the total amount of the ad valorem property tax revenue reduction allocated to the Seller pursuant to Section 100.06(a) of the California Revenue and Taxation Code.

6. Covenants of the Seller.

(a) The Seller shall not take any action or omit to take any action which adversely affects the interests of the Purchaser in the Proposition 1A Receivable and in the proceeds thereof. The Seller shall not take any action or omit to take any action that shall adversely affect

the ability of the Purchaser, and any assignee of the Purchaser, to receive payments of the Proposition 1A Receivable.

(b) The Seller shall not take any action or omit to take any action that would impair the validity or effectiveness of the Act, nor, without the prior written consent of the Purchaser or its assignees, agree to any amendment, modification, termination, waiver or surrender of, the terms of the Act, or waive timely performance or observance under the Act. Nothing in this agreement shall impose a duty on the Seller to seek to enforce the Act or to seek enforcement thereof by others, or to prevent others from modifying, terminating, discharging or impairing the validity or effectiveness of the Act.

(c) Upon request of the Purchaser or its assignee, (i) the Seller shall execute and deliver such further instruments and do such further acts (including being named as a plaintiff in an appropriate proceeding) as may be reasonably necessary or proper to carry out more effectively the purposes and intent of this Agreement and the Act, and (ii) the Seller shall take all actions necessary to preserve, maintain and protect the title of the Purchaser to the Proposition 1A Receivable.

(d) On or before the Closing Date, the Seller shall send (or cause to be sent) an irrevocable instruction to the Controller pursuant to Section 6588.6(c) of California Government Code to cause the Controller to disburse all payments of the Proposition 1A Receivable to the Trustee, together with notice of the sale of the Proposition 1A Receivable to the Purchaser and the assignment of all or a portion of such assets by the Purchaser to the Trustee. Such notice and instructions shall be in the form of Exhibit D hereto. The Seller shall not take any action to revoke or which would have the effect of revoking, in whole or in part, such instructions to the Controller. Upon sending such irrevocable instruction, the Seller shall have relinquished and waived any control over the Proposition 1A Receivable, any authority to collect the Proposition 1A Receivable, and any power to revoke or amend the instructions to the Controller contemplated by this paragraph. Except as provided in Section 2(c) of this Agreement, the Seller shall not rescind, amend or modify the instruction described in the first sentence of this paragraph. The Seller shall cooperate with the Purchaser or its assignee in giving instructions to the Controller if the Purchaser or its assignee transfers the Proposition 1A Receivable. In the event that the Seller receives any proceeds of the Proposition 1A Receivable, the Seller shall hold the same in trust for the benefit of the Purchaser and the Trustee and each Credit Enhancer, as assignees of the Purchaser, and shall promptly remit the same to the Trustee.

(e) The Seller hereby covenants and agrees that it will not at any time institute against the Purchaser, or join in instituting against the Purchaser, any bankruptcy, reorganization, arrangement, insolvency, liquidation, or similar proceeding under any United States or state bankruptcy or similar law.

(f) The financial statements and books and records of the Seller prepared after the Closing Date shall reflect the separate existence of the Purchaser and the sale to the Purchaser of the Proposition 1A Receivable.

(g) The Seller shall treat the sale of the Proposition 1A Receivable as a sale for regulatory and accounting purposes.

(h) From and after the date of this Agreement, the Seller shall not sell, transfer, assign, set over or otherwise convey any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor shall the Seller create, or to the knowledge of the Seller permit the creation of, any Lien thereon.

7. The Purchaser's Acknowledgment. The Purchaser acknowledges that the Proposition 1A Receivable is not a debt or liability of the Seller, and that the Proposition 1A Receivable is payable solely by the State from the funds of the State provided therefor. Consequently, neither the taxing power of the Seller, nor the full faith and credit thereof is pledged to the payment of the Proposition 1A Receivable. No representation is made by the Seller concerning the obligation or ability of the State to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any representation made with respect to the ability of the State to enact any change in the law applicable to the Transaction Documents (including without limitation Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). The Purchaser acknowledges that the Seller has no obligation with respect to any offering document or disclosure related to the Bonds.

8. Notices of Breach.

(a) Upon discovery by the Seller or the Purchaser that the Seller or Purchaser has breached any of its covenants or that any of the representations or warranties of the Seller or the Purchaser are materially false or misleading, in a manner that materially and adversely affects the value of the Proposition 1A Receivable or the Purchase Price thereof, the discovering party shall give prompt written notice thereof to the other party and to the Trustee, as assignee of the Purchaser, who shall, pursuant to the Indenture, promptly thereafter notify each Credit Enhancer and the Rating Agencies.

(b) The Seller shall not be liable to the Purchaser, the Trustee, the holders of the Bonds, or any Credit Enhancer for any loss, cost or expense resulting from the failure of the Trustee, any Credit Enhancer or the Purchaser to promptly notify the Seller upon the discovery by an authorized officer of the Trustee, any Credit Enhancer or the Purchaser of a breach of any covenant or any materially false or misleading representation or warranty contained herein.

9. Liability of Seller; Indemnification. The Seller shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Seller under this Agreement. The Seller shall indemnify, defend and hold harmless the Purchaser, the Trustee and each Credit Enhancer, as assignees of the Purchaser, and their respective officers, directors, employees and agents from and against any and all costs, expenses, losses, claims, damages and liabilities to the extent that such cost, expense, loss, claim, damage or liability arose out of, or was imposed upon any such Person by the Seller's breach of any of its covenants contained herein or any materially false or misleading representation or warranty of the Seller contained herein. Notwithstanding anything to the contrary herein, the Seller shall have no liability for the payment of the principal of or interest on the Bonds issued by the Purchaser.

10. Limitation on Liability.

(a) The Seller and any officer or employee or agent of the Seller may rely in good faith on the advice of counsel or on any document of any kind, prima facie properly executed and submitted by any Person respecting any matters arising hereunder. The Seller shall not be under any obligation to appear in, prosecute or defend any legal action regarding the Act that is unrelated to its specific obligations under this Agreement.

(b) No officer or employee of the Seller shall have any liability for the representations, warranties, covenants, agreements or other obligations of the Seller hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Seller.

11. The Seller's Acknowledgment. The Seller hereby agrees and acknowledges that the Purchaser intends to assign and grant a security interest in all or a portion of (a) its rights hereunder and (b) the Proposition 1A Receivable, to the Trustee and each Credit Enhancer pursuant to the Indenture. The Seller further agrees and acknowledges that the Trustee, the holders of the Bonds, and each Credit Enhancer have relied and shall continue to rely upon each of the foregoing representations, warranties and covenants, and further agrees that such Persons are entitled so to rely thereon. Each of the above representations, warranties and covenants shall survive any assignment and grant of a security interest in all or a portion of this Agreement or the Proposition 1A Receivable to the Trustee and each Credit Enhancer and shall continue in full force and effect, notwithstanding any subsequent termination of this Agreement and the other Transaction Documents. The above representations, warranties and covenants shall inure to the benefit of the Trustee and each Credit Enhancer.

12. Notices. All demands upon or, notices and communications to, the Seller, the Purchaser, the Trustee or the Rating Agencies under this Agreement shall be in writing, personally delivered or mailed by certified mail, return receipt requested, to such party at the appropriate notice address, and shall be deemed to have been duly given upon receipt.

13. Amendments. This Agreement may be amended by the Seller and the Purchaser, with (a) the consent of the Trustee, (b) the consent of each Credit Enhancer, and (c) a Rating Agency Confirmation, but without the consent of any of the holders of the Bonds, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement.

Promptly after the execution of any such amendment, the Purchaser shall furnish written notification of the substance of such amendment to the Trustee and to the Rating Agencies.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Seller, the Purchaser and their respective successors and permitted assigns. The Seller may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Purchaser. Except as specified herein, the Purchaser may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Seller.

15. Third Party Rights. The Trustee and each Credit Enhancer are express and intended third party beneficiaries under this Agreement. Nothing expressed in or to be implied from this Agreement is intended to give, or shall be construed to give, any Person, other than the parties hereto, the Trustee, and each Credit Enhancer, and their permitted successors and assigns hereunder, any benefit or legal or equitable right, remedy or claim under or by virtue of this Agreement or under or by virtue of any provision herein.

16. Partial Invalidity. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

17. Counterparts. This Agreement may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes.

18. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter hereof.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be duly executed as of the date first written above.

CITY OF WILDOMAR, as Seller

By: _____
Authorized Officer

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY, as Purchaser

By: _____
Authorized Signatory

EXHIBIT A DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings set forth below.

“Act” means Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended.

“Bill of Sale” has the meaning given to that term in Section 2(b)(ii) hereof.

“Closing Date” means the date on which the Bonds are issued. The Closing Date is expected to be November 19, 2009, but the Purchaser may change the Closing Date by providing e-mail notification to gnordquist@cityofwildomar.org not later than one day prior to the Closing Date.

“Controller” means the Controller of the State.

“County Auditor” means the auditor or auditor-controller of the county within which the Seller is located.

“Credit Enhancer” means any municipal bond insurance company, bank or other financial institution or organization which is performing in all material respects its obligations under any Credit Support Instrument for some or all of the Bonds.

“Credit Support Instrument” means a policy of insurance, a letter of credit, a stand-by purchase agreement, a revolving credit agreement or other credit arrangement pursuant to which a Credit Enhancer provides credit or liquidity support with respect to the payment of interest, principal or purchase price of the Bonds.

“Initial Amount” means, with respect to the Proposition 1A Receivable, the amount of property tax revenue reallocated away from the Seller pursuant to the provisions of Section 100.06 of the Revenue and Taxation Code, as certified by the County Auditor pursuant to the Act.

“Installment Payments” have the meaning set forth in Section 2(a).

“Payment Dates” have the meaning set forth in Section 2(a).

“Pricing Date” means the date on which the Bonds are sold. The Pricing Date is expected to be November 10, 2009, but the Purchaser may change the Pricing Date by providing e-mail notification to gnordquist@cityofwildomar.org not later than one day prior to the Pricing Date.

“Principal Place of Business” means, with respect to the Seller, the location of the Seller’s principal place of business and chief executive office located at 23873 Clinton Keith Road, Suite 201, Wildomar, California 92595.

“Proposition 1A Receivable” has the meaning set forth in Section 2(a).

“Purchase Price” means an amount equal to the Initial Amount.

“Rating Agency” means any nationally recognized rating agency then providing or maintaining a rating on the Bonds at the request of the Purchaser.

“Rating Agency Confirmation” means written confirmation from each Rating Agency that any proposed action will not, in and of itself, cause the Rating Agency to lower, suspend or withdraw the rating then assigned by such Rating Agency to any Bonds.

“Resolution” means the resolution adopted by the City Council approving the sale of the Proposition 1A Receivable.

“State” means the State of California.

“Transaction Counsel” means Orrick, Herrington & Sutcliffe LLP.

“Transaction Documents” mean this Agreement, the Bill of Sale, the Indenture, the Bonds and the Irrevocable Instructions For Disbursement of Proposition 1A Receivable of City of Wildomar, dated as of the Closing Date.

OPINION OF COUNSEL
to
CITY OF WILDOMAR

Dated: Pricing Date

California Statewide Communities Development Authority
Sacramento, California

Wells Fargo Bank, National Association
Los Angeles, California

Re: Sale of Proposition 1A Receivable

Ladies & Gentlemen:

[I have/This Office has] acted as counsel for the City of Wildomar (the “Seller”) in connection with the adoption of that certain resolution (the “Resolution”) of the City Council of the Seller (the “Governing Body”) pursuant to which the Seller authorized the sale to the California Statewide Communities Development Authority (the “Purchaser”) of the Seller’s “Proposition 1A Receivable”, as defined in and pursuant to the Purchase and Sale Agreement dated as of November 1, 2009 (the “Sale Agreement”) between the Seller and the Purchaser. In connection with these transactions, the Seller has issued certain Irrevocable Instructions For Disbursement of the Seller’s Proposition 1A Receivable to the Controller of the State of California (the “Disbursement Instructions”) and a Bill of Sale and Bringdown Certificate of the Seller (the “Bill of Sale” and, collectively with the Sale Agreement and the Disbursement Instructions, the “Seller Documents”).

Unless the context otherwise requires, capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Sale Agreement. [I/We] have examined and are familiar with the Seller Documents and with those documents relating to the existence, organization, and operation of the Seller, the adoption of the Resolution, and the execution of the Seller Documents, and have satisfied ourselves as to such other matters as [I/we] deem necessary in order to render the following opinions. As to paragraphs numbered 3 and 4 below, [I/we] have relied as to factual matters on the representations and warranties of the Seller contained in the Sale Agreement.

Based upon the foregoing, and subject to the limitations and qualifications set forth herein, [I/we] are of the opinion that:

1. The Seller is a local agency, within the meaning of Section 6585(f) of the California Government Code. The Governing Body is the governing body of the Seller.

2. The Resolution was duly adopted at a meeting of the Governing Body, which was called and held pursuant to law and with all public notice required by law, and at which a quorum was present and acting throughout, and the Resolution is in full force and effect and has not been modified, amended or rescinded since the date of its adoption.

3. To the best of [my/our] knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller (i) affecting the existence of the Seller or the titles of its Governing Body members or officers to their respective offices; (ii) seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or materially adversely affecting the sale of the Proposition 1A Receivable; (iii) in any way contesting or affecting the validity or enforceability of the Resolution, Seller Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents; or (iv) in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Seller Documents or any other applicable agreement, or any action on the part of the Seller contemplated by any of said documents.

4. To the best of [my/our] knowledge, prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller had not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Seller's Proposition 1A Receivable, nor had the Seller created, or permitted the creation of, any Lien thereon.

5. The Seller has duly authorized and executed the Seller Documents and, assuming the due authorization execution and delivery of the Sale Agreement by the Purchaser, each Seller Document will be legal, valid and binding against the Seller and enforceable against the Seller in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or laws relating to or affecting creditors' rights, and the application of equitable principles and the exercise of judicial discretion in appropriate areas.

No opinion is expressed concerning the obligation or ability of the State of California to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any opinion expressed with respect to the ability of the State to enact any change in the law applicable to the Seller Documents (including, without limitation, Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). Furthermore, [I/we] express no opinion as to the value of the Proposition 1A Receivable or as to any legal or equitable remedies that may be available to any person should the Proposition 1A Receivable have little or no value. No opinion is expressed with respect to the sale of Bonds by the Purchaser.

The legal opinion set forth herein is intended for the information solely of the addressees hereof and for the purposes contemplated by the Sale Agreement. The addressees may not rely on it in connection with any transactions other than those described herein, and it is not to be relied upon by any other person or entity, or for any other purpose, or quoted as a whole or in part, or otherwise referred to, in any document, or to be filed with any governmental or administrative agency other than the Purchaser or with any other person or entity for any purpose without [my/our] prior written consent. In addition to the addressees hereof, each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. [I/We] do not undertake to advise you of matters that may come to [my/our] attention subsequent to the date hereof that may affect the opinions expressed herein.

Very truly yours,

By: _____
Seller's Counsel

OPINION OF COUNSEL
to
CITY OF WILDOMAR

Dated: Closing Date

California Statewide Communities Development Authority
Sacramento, California

Wells Fargo Bank, National Association
Los Angeles, California

Re: Sale of Proposition 1A Receivable (Bringdown Opinion)

Ladies & Gentlemen:

Pursuant to that certain Purchase and Sale Agreement dated as of November 1, 2009 (the "Sale Agreement") between the City of Wildomar (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), this Office delivered an opinion (the "Opinion") dated the Pricing Date as counsel for the Seller in connection with the sale of the Seller's Proposition 1A Receivable (as defined in the Sale Agreement), the execution of documents related thereto and certain other related matters.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

I confirm that you may continue to rely upon the Opinion as if it were dated as of the date hereof. Each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. This letter is delivered to you pursuant to Section 2(b)(ii)(1) of the Sale Agreement.

Very truly yours,

By: _____
Seller's Counsel

**EXHIBIT C1
CLERK'S CERTIFICATE**

**CERTIFICATE OF THE
CITY CLERK OF
CITY OF WILDOMAR, CALIFORNIA**

Dated: Pricing Date

The undersigned City Clerk of the City of Wildomar (the "Seller"), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, does hereby certify that the foregoing is a full, true and correct copy of Resolution No. _____ duly adopted at a regular meeting of the City Council of said Seller duly and legally held at the regular meeting place thereof on the _____ day of _____, 2009, of which meeting all of the members of said City Council had due notice and at which a quorum was present and acting throughout, and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I do hereby further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes and that said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

I do hereby further certify that an agenda of said meeting was posted at least 72 hours before said meeting at a location in the City of Wildomar, California freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase and Sale Agreement, dated as of November 1, 2009, between the Seller and the California Statewide Communities Development Authority.

WITNESS by my hand as of the Pricing Date.

By: _____
City Clerk of the City of Wildomar,
California

**EXHIBIT C2
SELLER CERTIFICATE**

SELLER CERTIFICATE

Dated: Pricing Date

We, the undersigned officers of the City of Wildomar (the "Seller"), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, holding the respective offices herein below set opposite our signatures, do hereby certify that on the date hereof the following documents (the "Seller Transaction Documents") were officially executed and delivered by the Authorized Officer or Officers whose names appear on the executed copies thereof, to wit:

Document

1. Purchase and Sale Agreement, dated as of November 1, 2009 (the "Sale Agreement"), between the Seller and the California Statewide Communities Development Authority (the "Purchaser").
2. Irrevocable Instructions For Disbursement of Seller's Proposition 1A Receivable to the Controller of the State of California, dated the Closing Date.
3. Bill of Sale, dated the Closing Date.

Capitalized terms used herein and not defined herein shall have the meaning given such terms in the Sale Agreement.

We further certify as follows:

1. At the time of signing the Seller Transaction Documents and the other documents and opinions related thereto, we held said offices, respectively, and we now hold the same.
2. The representations and warranties of the Seller contained in the Seller Transaction Documents are true and correct as of the date hereof in all material respects.
3. The City Council duly adopted its resolution (the "Resolution") approving the sale of the Seller's Proposition 1A Receivable at a meeting of the City Council which was duly called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the Resolution was adopted, and such Resolution is in full force and effect and has not been amended, modified, supplemented or rescinded.

Name, Official Title _____

Signature

Scott Farman, Mayor

Bridgette Moore, Mayor Pro Tem

Frank Oviedo, City Manager

I HEREBY CERTIFY that the signatures of the officers named above are genuine.

Dated: Pricing Date

By: _____
City Clerk of the City of Wildomar,
California

EXHIBIT C3
BILL OF SALE AND BRINGDOWN CERTIFICATE

BILL OF SALE AND BRINGDOWN CERTIFICATE

Pursuant to terms and conditions of the Purchase and Sale Agreement (the "Sale Agreement"), dated as of November 1, 2009, between the undersigned (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), and in consideration of the obligation of the Purchaser to pay and deliver to the Seller the Purchase Price (as defined in the Sale Agreement), in two equal installment payments to be made on January 15, 2010, and May 3, 2010 (collectively, the "Payment Dates"), the Seller does hereby (a) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided in the Sale Agreement, the Proposition 1A Receivable as defined in the Sale Agreement (the "Proposition 1A Receivable"), and (b) assign to the Purchaser, to the extent permitted by law (as to which no representation is made), all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. Seller specifically disclaims any right to rescind the Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make the installment payments in the requisite amounts on the Payment Dates.

The Seller hereby certifies that the representations and warranties of the Seller set forth in the Certificate of the City Clerk dated the Pricing Date, the Seller Certificate dated the Pricing Date and in the Transaction Documents to which the Seller is a party are true and correct in all material respects as of the date hereof (except for such representations and warranties made as of a specified date, which are true and correct as of such date). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

Dated: Closing Date

CITY OF WILDOMAR

By: _____
Authorized Officer

EXHIBIT D
IRREVOCABLE INSTRUCTIONS TO CONTROLLER

IRREVOCABLE INSTRUCTIONS FOR DISBURSEMENT
OF PROPOSITION 1A RECEIVABLE OF
CITY OF WILDOMAR

Dated: Closing Date

Office of the Controller
State of California
P.O. Box 942850
Sacramento, California 94250-5872

Re: Notice of Sale of Proposition 1A Receivable by the City of Wildomar
and Wiring Instructions Information Form

Dear Sir or Madam:

Pursuant to Section 6588.6(c) of the California Government Code, City of Wildomar (the "Seller") hereby notifies you of the sale by Seller, effective as of the date of these instructions written above, of all right, title and interest of the Seller in and to the "Proposition 1A Receivable" as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

By resolution, the Seller's City Council authorized the sale of the Proposition 1A Receivable to the California Statewide Communities Development Authority (the "Purchaser") pursuant to a Purchase and Sale Agreement, dated as of November 1, 2009 (the "Purchase and Sale Agreement") and a Bill of Sale, dated the Closing Date (as defined in the Purchase and Sale Agreement). The Proposition 1A Receivable has been pledged and assigned by the Purchaser pursuant to an Indenture, dated as of November 1, 2009 (the "Indenture") between the Purchaser and Wells Fargo Bank, National Association, as Trustee (the "Trustee").

The Seller hereby irrevocably requests and directs that, commencing as of the date of these instructions written above, all payments of the Proposition 1A Receivable (and documentation related thereto) be made directly to Wells Fargo Bank, National Association, as Trustee, in accordance with the wire instructions and bank routing information set forth below.

Please note that the sale of the Proposition 1A Receivable by the Seller is irrevocable and that: (i) the Seller has no power to revoke or amend these instructions at any time; (ii) the Purchaser shall have the power to revoke or amend these instructions only if there are no notes of the Purchaser outstanding under the Indenture and the Indenture has been discharged; and (iii) so long as the Indenture has not been discharged, these instructions cannot be revoked or amended by the Purchaser without the consent of the Trustee. Should

the Purchaser, however, deliver a written notice to the Office of the Controller stating that: (a) the Seller failed to meet the requirements set forth in the Purchase and Sale Agreement; (b) the Purchaser has not waived such requirements; and (c) the Purchaser has not purchased the Proposition 1A Receivable as a result of the circumstances described in (a) and (b) above, then these instructions shall be automatically rescinded and the Seller shall again be entitled to receive all payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

Bank Name: Wells Fargo Bank, N.A.
Bank ABA Routing #: 121000248
Bank Account #: 0001038377
Bank Account Name: Corporate Trust Clearing
Further Credit To: CSCDA Proposition 1A Bonds
Bank Address: 707 Wilshire Blvd., 17th Floor
MAC E2818-176
Los Angeles, CA 90017
Bank Telephone #: (213) 614-3353
Bank Contact Person: Robert Schneider

Please do not hesitate to call the undersigned if you have any questions regarding this transaction. Thank you for your assistance in this matter.

Very truly yours,

CITY OF WILDOMAR

By: _____
Authorized Officer

EXHIBIT E
ESCROW INSTRUCTION LETTER

ESCROW INSTRUCTION LETTER

_____, 2009

California Statewide Communities Development Authority
1100 K Street
Sacramento, CA 95814

Re: Proposition 1A Receivable Financing

Dear Sir or Madam:

The City of Wildomar (the "Seller") hereby notifies you of its agreement to participate in the California Statewide Communities Development Authority Proposition 1A Receivable Financing. By adoption of a resolution (the "Resolution") authorizing the sale of its Proposition 1A Receivable, the Seller's City Council has agreed to sell to the California Statewide Communities Development Authority (the "Purchaser"), for a purchase price that meets the conditions set forth in the Resolution, all of its right, title and interest in the Proposition 1A Receivable.

Enclosed herewith are the following documents which have been duly approved and executed by the Seller and which are to be held in escrow by Orrick, Herrington & Sutcliffe LLP, as transaction counsel ("Transaction Counsel"), as instructed below:

1. certified copy of the Resolution, together with a certificate of the City Clerk, dated the Pricing Date;
2. the Seller Certificate, dated the Pricing Date;
3. the Opinion of Seller's Counsel, dated the Pricing Date;
4. the Opinion of Seller's Counsel (bringdown opinion), dated the Closing Date;
5. the Purchase and Sale Agreement, dated as of November 1, 2009;
6. the Bill of Sale and Bringdown Certificate, dated the Closing Date; and
7. the Irrevocable Instructions to Controller, dated the Closing Date.

The foregoing documents are to be held in escrow by Transaction Counsel and shall be delivered on the Closing Date (as defined in the Purchase and Sale Agreement), provided that such Closing Date occurs on or before December 31, 2009.

Should (i) the Closing Date not occur on or before December 31, 2009, or (ii) Transaction Counsel receive prior to the Closing Date written notification from Seller or Seller's Counsel stating, respectively and in good faith, that the representations made in the Seller's Certificate are not true and accurate, or the opinions set forth in the Opinion of Seller's Counsel are not valid, in each case as of the Closing Date and provided that the Purchaser may, in its sole discretion, choose to waive receipt of such representations or opinions, then this agreement shall terminate and Transaction Counsel shall destroy all of the enclosed documents.

Very truly yours,

CITY OF WILDOMAR

By: _____
Authorized Officer

Enclosures

cc: Orrick, Herrington & Sutcliffe LLP

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: October 14, 2009

TO: Honorable Mayor and Members of the City Council
FROM: Frank Oviedo, City Manager
SUBJECT: Lake Elsinore Unified School District Ad Hoc Committee

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council select the Mayor and Mayor Pro Tem to serve as an Ad Hoc Committee for one year to meet from time to time with the Lake Elsinore Unified School District Representatives to exchange information regarding City and School District activities.

BACKGROUND:

On August 27, 2009 the Mayor and Mayor Pro Tem were asked to meet with the Lake Elsinore Unified School District Representatives which included the Superintendent, an Assistant Superintendent, and a School Board President.

Information was shared about School District activities and it was an opportunity to meet the City's new City Manager. In the course of the meeting the idea was raised to meet more regularly as needed to share information from agency to agency.

With the City undertaking more capital improvement projects as well as general community activities around the City both agencies recognize that coordination and information sharing will become more critical over time to ensure cooperation as a new public agency operating within each others boundaries.

Staff recommends that the City Council select the Mayor and Mayor Pro Tem to serve as an Ad Hoc Committee for one year to meet with Lake Elsinore Unified School District Representatives in an effort to exchange information. If the Council chooses to establish the Ad Hoc Committee the City Manager and staff will be available to attend meetings as needed to provide status reports of projects that the School District may have an interest in.

FISCAL IMPACT:

There is no fiscal impact anticipated with the above scope of services.

Submitted & Approved By:

Frank Oviedo
City Manager

Approved as to form:

Julie Hayward Biggs
City Attorney

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.4
GENERAL BUSINESS
Meeting Date: October 14, 2009

TO: Honorable Mayor and Members of the City Council
FROM: Frank Oviedo, City Manager
SUBJECT: Alternative City Hall Hours of Operation

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to change the hours of operation at City Hall to four days a week with an opening time of 7:30 AM and a closing time of 6:00 PM and return to Council in six months with a report evaluating whether the change should be made permanent.

BACKGROUND:

At the September 23, 2009 City Council meeting the Mayor asked Staff, and Council concurred, to evaluate and return with a report determining whether moving City Hall to a four day work week would be appropriate. Staff approached the issue from two aspects: Could it assist the city in addressing budget concerns and help us be consistent with surrounding agencies that have reduced hours on Fridays.

A number of cities around the State have had to close on Fridays due to cost saving measures associated with furloughs. Specifically, in Wildomar's immediate area the City of Lake Elsinore and Perris have implemented furlough Fridays for the remainder of the 2009-10 fiscal year. In addition, many of the County of Riverside's departments do not operate on Fridays due to budget reductions and furloughs.

With our City continuing to be fiscally prudent, and maintaining our attention to customer service, staff evaluated whether we could accomplish both goals of saving money without compromising customer service.

Currently, very few transactions take place on Friday. In fact, there is very little front counter activity occurring on Fridays at City Hall. Most interaction with the public and business community takes place from Monday through Thursday. After surveying Staff, many staff members use Fridays to "catch up" on all the work they were unable to complete during the regular 8 AM to 5 PM work week.

As a result of Staff's review it was determined that the cost savings would be minimal. The Finance Department estimates the City could save \$6,240 annually by taking this action. Primarily, the saving would come from reduced use of utilities, maintenance and vehicle costs on those days city hall would be closed. However, in this fiscal

environment streamlining operations and procedures where even minor costs savings are achieved make sense and should be considered for the purpose of refining the City's operational business model. This would serve as an initial step in our continuing effort to develop efficiencies in our new City.

Secondarily, as Staff reviewed how implementation would work an unanticipated benefit was identified. The City could keep longer operational hours for the public in the four days we are open. In order to implement a four day work week staff would have to increase their work day from eight to ten hours to achieve a forty hour work week. Since Staff would be physically at work earlier and would work later, this would allow us to open City Hall earlier and close later in the evening so that residents and the business community could have more time to interact and transact business.

For both fiscal and operational reasons Staff is recommending that the Council authorize the City Manager to change the hours of operation at City Hall to four days a week with an opening time of 7:30 AM and a closing time of 6:00 PM. The only exception will be inspections occurring for projects in the City. Staff would recommend building inspectors still be available five days a week so as to not disrupt development project timelines that have a positive economic development impact on the City. If Council agrees to move forward with this action, Staff will ensure the public and business community is aware of the change through all advertising means available to the City.

FISCAL IMPACT:

Cost savings would occur primarily from reduced facility and vehicle use costs. Closing City Hall 1 day a week could result in annual savings of approximately \$6,240 (weekly savings of \$60 utilities, \$20 maintenance and \$40 vehicle costs).

Submitted & Approved By:

Frank Oviedo
City Manager

Approved as to form:

Julie Hayward Biggs
City Attorney