

CITY OF WILDOMAR CITY COUNCIL

6:30 P.M. – SPECIAL MEETING

OCTOBER 28, 2014
Council Chambers
23873 Clinton Keith Road



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

Gary Nordquist
City Manager

Thomas D. Jex
City Attorney

CALL TO ORDER – SPECIAL SESSION 6:30 P.M.

ROLL CALL

FLAG SALUTE

PUBLIC COMMENTS

1.0 SPECIAL MEETING BUSINESS

- 1.1 **Western Riverside Council of Governments (WRCOG) Presentation**
RECOMMENDATION: Staff recommends that the City Council receive and file the update.
- 1.2 **Riverside County Flood Control – Five Year Capital Improvement Program beginning Fiscal Year 2014-2015**
RECOMMENDATION: Staff recommends that the City Council authorize the Mayor to submit a letter of support for the Riverside County Flood Control District Capital Improvement Plan.
- 1.3 **Grading Agreement with Wildomar Springs, LLC - City Project 11-0254: Tract Map 31479**
RECOMMENDATION: Staff recommends that the City Council authorize the City Engineer to execute the Grading Agreement for TR 31479 with Wildomar Springs, LLC.
- 1.4 **Grading Agreement with CV Communities, LLC - City Project 13-0031: Tentative Tract Map 32078**
RECOMMENDATION: Staff recommends that the City Council authorize the City Engineer to execute the Grading Agreement with CV Communities, LLC a Delaware Limited Liability Company.

ADJOURNMENT

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

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

I, Debbie A. Lee, Wildomar City Clerk, do certify that on October 24, 2014, 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.



Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.1
SPECIAL MEETING
Meeting Date: October 28, 2014

TO: Mayor and City Council Members
FROM: Dan York, Assistant City Manager
SUBJECT: Western Riverside Council of Governments (WRCOG) Presentation

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council receive and file the update.

BACKGROUND:

The WRCOG presentation provides an update to the various programs and services provided to the County and member agencies. In addition to transportation improvement projects, WRCOG will provide an update on the Clean Cities Coalition, the HERO Program, the Water Task Force and the Climate Action Plan.

FISCAL IMPACTS:

There is no fiscal impact by this presentation of information to the City Council.

ATTACHMENTS:

Presentation

WRCOG Year in Review:
City of Wildomar
October 28, 2014



Issues ...

Growth

Housing

Education

Water

Air Quality

Energy

Economy

Transportation

... transcend political boundaries

Context...

You are here 



Compared to other regional bodies, what makes WRCOG different, *specifically*?

“What do members want to achieve?”



NOT

“What do we have to do?”



City of Wildomar
October 29, 2014



Flexibility has resulted in a diverse array of activities

- Transportation
- Alternative fuels and infrastructure
- Legislative networking
- Energy retrofit and water conservation financing
- Electricity rate restructuring
- Interregional partnerships
- Solid waste
- SCAG and AQMD coordination



City of Wildomar
October 29, 2014



Western Riverside County Clean Cities Coalition

- Helps jurisdictions acquire alternative fuel vehicles and infrastructure
- Recognized by the Department of Energy as one of the nation's top performers
- Annual Youth Conference
- "Car Care for Clean Air" events



City of Wildomar
October 29, 2014





Put Your
Community
on the Map!



HERO is the leading
**ENERGY EFFICIENT
FINANCING**
program in the nation.

Results (January 2012 thru current)

(Western Riverside County Residential only)

Approved Apps: 19,000

Approved Financing: \$700,000,000 +

Projects Completed: 11,000 +

Projects Funded: \$198,000,000 +

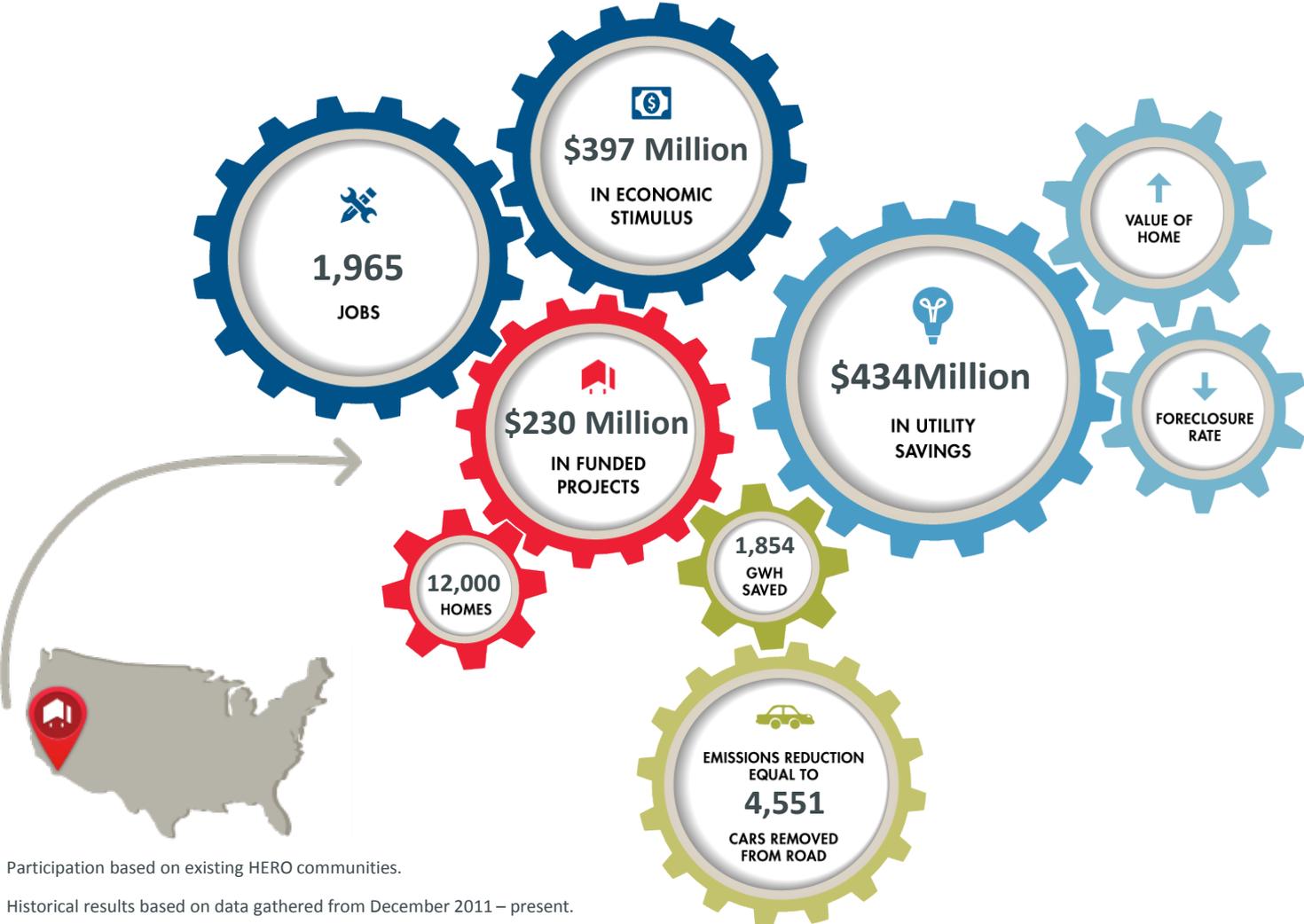
Wildomar Properties Approved: 485

Wildomar Properties Funded: 289

Funded Amount \$5.3 million



Economic and Environmental Results - Cumulative



Participation based on existing HERO communities.

Historical results based on data gathered from December 2011 – present.



California HERO - 173 cities and counties and counting

Alameda County

Albany

Contra Costa

Concord

Fresno County

Clovis

Fresno

Fresno County

Unincorporated

Kingsburg

Reedley

Sanger

Imperial County

Brawley

El Centro

Imperial County

Unincorporated

Kern County

California City

Delano

Kern County

Unincorporated

McFarland

Ridgecrest

Taft

Wasco

Kings County

Lemoore

Los Angeles County

Alhambra

Arcadia

Azusa

Baldwin Park

Bellflower

Bradbury

Carson

Claremont

Covina

Diamond Bar

El Monte

El Segundo

Gardena

Glendora

Hawthorne

Hermosa Beach

Industry

Inglewood

Irwindale

La Cañada Flintridge

La Verne

Lancaster

Lawndale

Lomita

Monrovia

Montebello

Monterey Park

Palmdale

Pomona

Rancho Palos Verdes

Rolling Hills

Rolling Hills Estates

Rosemead

San Dimas

San Gabriel

San Marino

Santa Monica

Sierra Madre

South El Monte

South Pasadena

Temple City

Torrance

Walnut

West Covina

Madera County

Madera

Merced County

Atwater

Merced County

Unincorporated

Mono County

Mammoth Lakes

Mono County

Unincorporated

Monterey County

Monterey

Monterey County

Unincorporated

Napa County

American Canyon

Calistoga

Napa

Napa County

Unincorporated

St. Helena

Yountville

Orange County

Aliso Viejo

Anaheim

Brea

Buena Park

Costa Mesa

Cypress

Garden Grove

Huntington Beach

La Palma

Lake Forest

Laguna Hills

Newport Beach

Placentia

Santa Ana

Stanton

Tustin

Westminster

Riverside County

Beaumont

Indio

Sacramento County

Citrus Heights

Rancho Cordova

San Diego County

Carlsbad

Coronado

El Cajon

Encinitas

Escondido

Imperial Beach

La Mesa

Lemon Grove

National City

Oceanside

San Diego

San Diego County

Unincorporated

San Marcos

Santee

Solana Beach

Vista

San Joaquin County

Stockton

Tracy

San Mateo County

Menlo Park

Santa Barbara County

Lompoc

Santa Clara County

San Jose

Santa Cruz County

Scotts Valley

Santa Cruz County

Unincorporated

Solano County

Benicia

Solano County

Unincorporated

Vacaville

Vallejo

Stanislaus County

Modesto

Newman

Oakdale

Riverbank

Turlock

Waterford

Tulare County

Visalia

Ventura County

Fillmore

Ojai

Santa Paula

WRCOG

Banning

Calimesa

Canyon Lake

Corona

Eastvale

Hemet

Jurupa Valley

Lake Elsinore

Menifee

Moreno Valley

Murrieta

Norco

Perris

Riverside

Riverside County

Unincorporated

San Jacinto

Temecula

Wildomar

HERO Communities
as of August 2014

Indicates launched

Riverside County Water Task Force Administration



HOME ABOUT US WATER MANAGEMENT RESOURCES MEMBERS MEETINGS AND EVENTS



Riverside County Water Task Force Reliability, Sustainability, and Quality



Welcome to the Riverside County Water Task Force



Thank you for taking an interest in water issues that affect our region.

Water is our most precious resource. Without it, we are not able to live or thrive. The water we use in our arid Riverside County climate is limited due to

Featured News

[Customer costs still uncertain for new water supply](#)

[Imperial Irrigation District weighs benefits of water pact with Mexico](#)

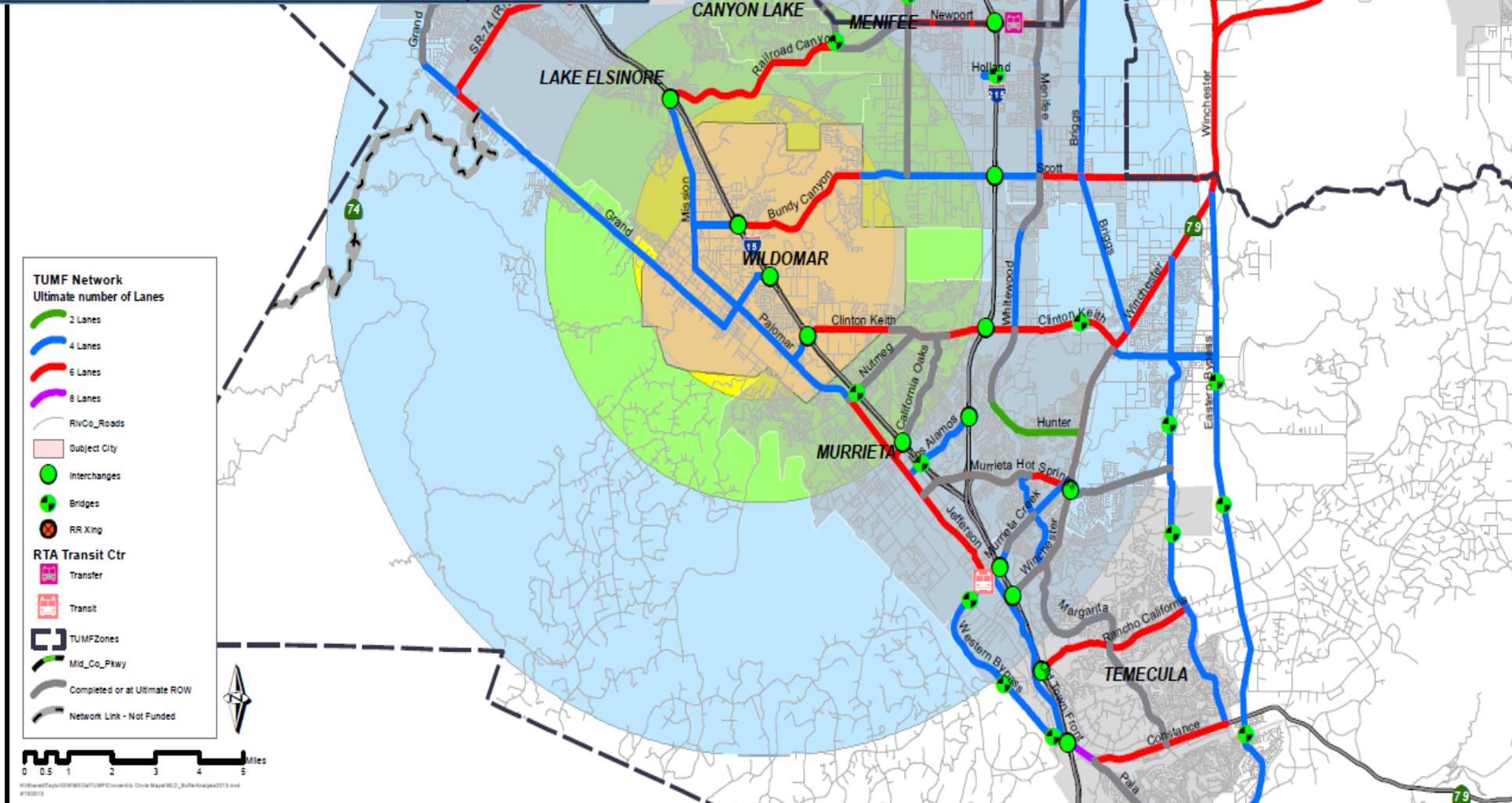


Largest Multi-Jurisdictional Fee Program in the U.S.

Nearly \$4 billion for transportation and transit improvements

TUMF Improvements From Wildomar Center

Value of Improvements (3 miles)	\$141,790,000
Value of Improvements (3+5 miles)	\$192,235,946
Value of Improvements (3+5+10 miles)	\$770,627,794



©2013 RTA. All rights reserved. TUMF is a registered trademark of RTA. Map data by Google.

Transportation

Uniform

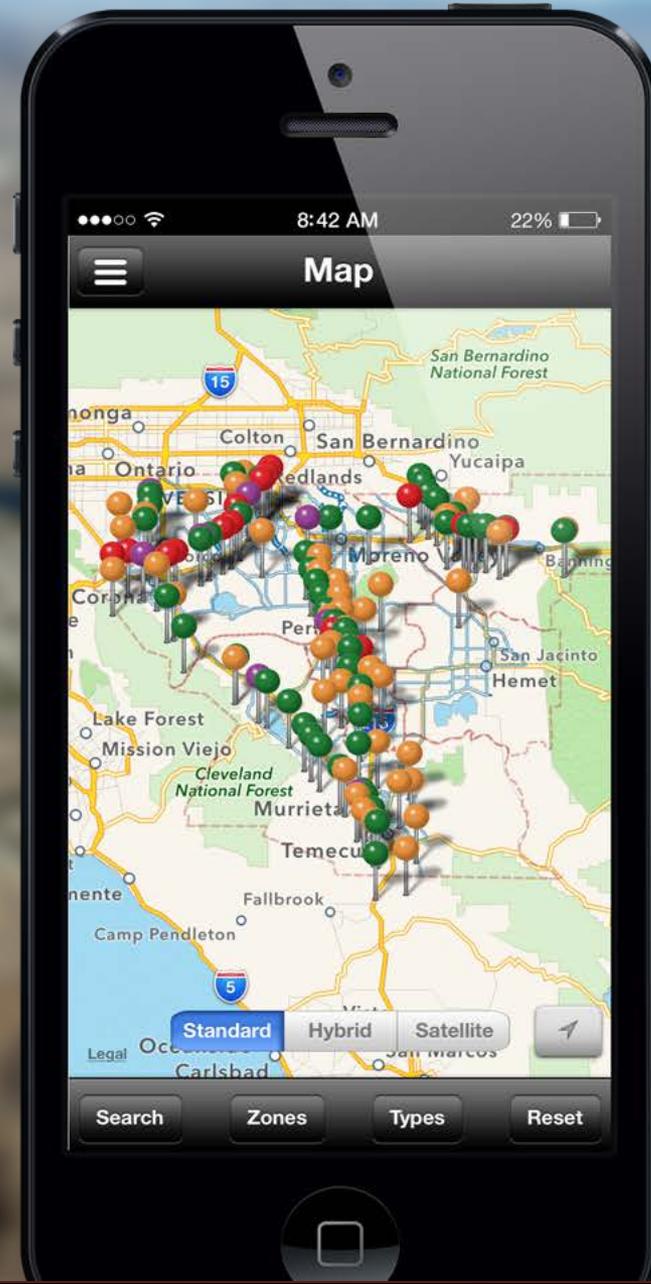
Mitigation

Fee

Program

Mobile App

- Find TUMF projects
- Check project status
- View pictures
- Share details



Sustainability Framework

Responds to Executive Committee / TAC workshop identified priority issues for potential future WRCOG involvement:

Focus on Economic development

- Education / higher education
- Environment / Energy
- Healthcare
- Water / wastewater
- Transportation

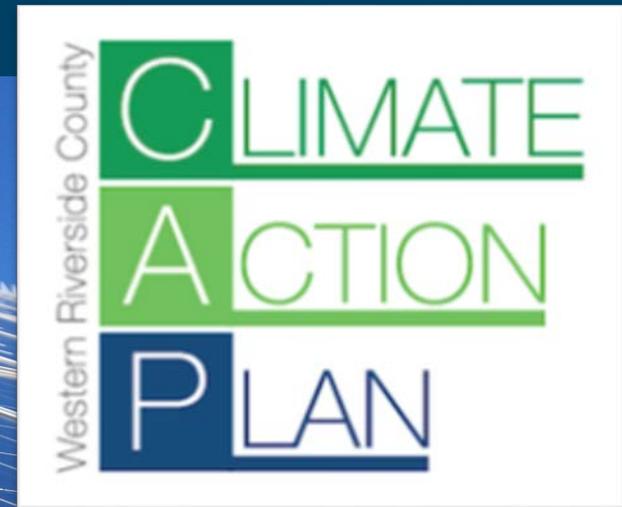


City of Wildomar
October 29, 2014



Western Riverside County Climate Action Plan

- Inventory of GHG emissions
- Establishes emission reduction targets
- Provides GHG emission reduction strategies





Western Riverside jurisdictions leading the way in creating energy efficiencies

ARCOG
ESTER
OF GOVERNMENTS
VERSIDE



President George W. Bush - 2013 General Assembly



James Carville and Mary Matalin - 2014 General Assembly

2013 /2014 Awards and Recognitions



Visionary Planning



Orange County/
Inland Empire



Vision Award
Sustainability Framework



Governor's Award

What's working for WRCOG?

1. Seek niches that serve member agency interests
2. Be the sounding board for ideas
3. Stay true to the mission (*Respect local control... provide regional perspective*)
4. Provide cost effective solutions
5. Political leadership (elected officials and executives)



City of Wildomar
October 29, 2014





Thank you to the City of Wildomar for your support and participation!



wrcog.cog.ca.us



City of Wildomar
October 29, 2014



CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.2
SPECIAL MEETING
Meeting Date: October 28, 2014

TO: Mayor and City Council Members

FROM: Dan York, Public Works Director/City Engineer

SUBJECT: Riverside County Flood Control – Five Year Capital Improvement Program beginning Fiscal Year 2014-2015

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the Mayor to submit a letter of support for the Riverside County Flood Control District Capital Improvement Plan.

BACKGROUND:

Enhancing flood control and drainage improvements is a high priority for the City of Wildomar. A portion of the infrastructure required to improve the City's drainage system requires support from the Riverside County Flood Control and Water Conservation District (RCFC). The City of Wildomar is supported by funding from RCFC Zone 3 and Zone 7 Operating and Capital Improvement Plan budgets. Attachment 1 includes FY 2014-2015 CIP budget for Zone 3 and Zone 7. The five year budget proposal for the City of Wildomar is \$10.5 million. The Five Year plan includes:

SEDCO Line G	\$5,000,000
Wildomar MDP Lateral C	\$4,100,000
Wildomar MDP Lat C-1 (Billie Ann Rd SD)	\$1,400,000

Attachment 2 shows the general location of the proposed Drainage facilities.

FISCAL IMPACTS:

There are no fiscal impacts to the City's budget for supporting the Fiscal Year 2014-2015 RCFC CIP budget.

ATTACHMENTS:

Attachment A – RCFC Five Year CIP.
Attachment B – Location of Projects

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



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Wildomar, CA 92595
951/677-7751 Phone
951/698-1463 Fax
www.CityofWildomar.org

October 29, 2014

The Honorable Kevin Jeffries
Riverside County Board of Supervisors
31569 Canyon Estates Drive, Ste. 113
Lake Elsinore, CA 92532

Subject: Riverside County Flood Control FY 2014-2015 Proposed Budget

Dear Supervisor Jeffries,

On behalf of the City of Wildomar City Council, thank you for your continued support of our community. Our community historically experiences storm water flooding. The City Council places high value and commitment to provide infrastructure to mitigate flood damage. Therefore, the City urges your approval of the Riverside County Flood Control (District) FY 2014-2015 Proposed Budget.

Earlier this year you supported a co-operative agreement that allowed the City to expend District funds to facilitate the engineering and design for the Lateral C-1 (aka Billie Ann Storm Drain). Our staff's have been diligently working on this project. The design is 50% complete, the environmental review has commenced; and the appraisal of easement acquisition has just begun. We are planning on advertising this project for construction in CY 2015.

The Proposed FY 2014-2015 budget identifies improvement to Lateral C. Lateral C cuts through the center of the City and receives many citizen complaints of flooding even with the slightest amount of rain. Your District staff has concluded that the myriad of regulatory permits to construct this necessary facility makes the reality of construction nearly impossible. The proposed budget identifies an alternative that will detain a large amount of water. The City supports the District's efforts to work with our staff in selecting an optimal site for this detention facility.

The proposed budget identifies improvement to SEDCO Line G. Line G is the first in a series of improvements necessary to convey the drainage in this basin to the lake and protect miles of impacted residents. The City understands that funding for this project will start in FY 2015-2016. The City encourages Line F to be designed in concert with Line G also to be included in next year's budget.

Finally, I want to acknowledge the supportive work of your District staff and Flood Zone Commissioners.

Sincerely,
City of Wildomar

Marsha Swanson, Mayor

cc: Richard Heil, Zone 3 Flood Commissioner
Chris Hyland, Zone 3 Flood Commissioner
Steve Beswick, Zone 7 Flood Commissioner
Bill Green, Zone 7 Flood Commissioner
Dusty Williams, District General Manager, Chief Engineer

ATTACHMENT A

Riverside County Flood Control And Water Conservation District



CAPITAL IMPROVEMENT PLAN

Fiscal Year 2014-2015

(July 1, 2014 – June 30, 2015)

Zone 3

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
DESIGN & CONSTRUCTION AND FIVE YEAR CIP PROJECT SUMMARY - ZONE 3
FISCAL YEARS 2014-15 THROUGH 2018-19**

Project Number	Stg No.	Project Title	Budget and CIP Year 1 - FY 2014-15				CIP Years 2 through 5 - FY 2015-19			
			Project Cost	Project Specific Funding			Project Cost	Project Specific Funding		
				Tax Revenue	ADP Contrb	Outside Revenue		Tax Revenue	ADP Contrb	Outside Revenue
3-8-00020	01	LAKELAND VILLAGE MDP LINE H (aka ADELFA C	\$218,390	\$218,390	\$0	\$0	\$2,235,000	\$2,235,000	\$0	\$0
3-8-00069	00	ORTEGA CHANNEL DEBRIS BASIN	43,110	43,110	0	0	3,000,000	3,000,000	0	0
3-8-00170	01	ARROYO DEL TORO CHANNEL	3,833,080	3,833,080	0	0	0	0	0	0
3-8-00175	02	THIRD STREET CHANNEL	100,000	100,000	0	0	700,000	700,000	0	0
3-8-00215	50	WEST ELSINORE MDP, LINE A PERC BASIN	15,440	15,440	0	0	259,000	259,000	0	0
3-8-00142	01	SEDCO LINE G					5,000,000	5,000,000	0	0
ZONE 3 TOTALS			\$4,210,020	\$4,210,020	\$0	\$0	\$11,194,000	\$11,194,000	\$0	\$0

FIVE YEAR CIP SUMMARY

FUND BALANCE FORWARD - JULY 1, 2014:

Zone 3 Fund	\$13,456,574
ADP Sub Fund	1,835
Total Fund Balance Forward	\$13,458,408

REVENUE:

Taxes	\$10,725,000
Interest	206,000
ADP Fees	0
Outside Revenue	0
Rental	0
Total Revenue	\$10,931,000
Total Funds Available	\$24,389,408

APPROPRIATIONS:

D&C Capital Projects Expense	\$15,404,020
Capital Project Cost Inflation @ 1.6% per Year	246,464
Water Conservation Projects Expense	1,014,418
Operating Expenses	6,559,000
Contingencies	700,000
Subtotal Appropriations	\$23,923,902

ENDING FUND BALANCE - JUNE 30, 2019:

Zone 3 Fund	\$463,643
ADP Sub Fund	1,863
Total Ending Fund Balance	\$465,506

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
OPERATIONS & MAINTENANCE BUDGET AND FIVE YEAR CIP PROJECT SUMMARY - ZONE 3
FISCAL YEARS 2014-15 THROUGH 2018-19**

Project Number	Stg No.	Project Title	Budget and CIP Year 1 - FY 2014-15			CIP Years 2 through 5 - FY 2015-19		
			Project Cost	Project Specific Funding		Project Cost	Project Specific Funding	
				Tax Revenue	Outside Revenue		Tax Revenue	Outside Revenue
O&M MAINTENANCE (NON-CAPITAL PROJ) BUDGET - FY 2014-15:								
3-6-00000	00	ZONE 3 MAINTENANCE	\$590,640	\$590,640	\$0	\$0	\$0	\$0
WATER CONSERVATION PROJECTS								
3-6-00993	00	MISC WATERSHED PROTECTION PROJECTS				800,000	800,000	0
MAINT (NON-CAPITAL PROJ) BUDGET SUBTOTALS			\$590,640	\$590,640	\$0	\$0	\$0	\$0
WATER CONSERVATION PROJECTS			0	0	0	800,000	800,000	0
ZONE 3 TOTALS			\$590,640	\$590,640	\$0	\$800,000	\$800,000	\$0

PROJECT NOTES FY 2014-2015

DESIGN & CONSTRUCTION/CIP PROJECTS CONTINUED

PROJ. NO.	STG.	DESCRIPTION
3-8-00020	01	LAKELAND VILLAGE LINE H (aka ADELFA CHANNEL) - This project will be designed to capture flows in four existing lows and route it to Lake Elsinore. The Lakeland Village Master Drainage Plan shows the alignment along Blackwell Avenue from the lake south to Cottrell Boulevard and west on Cottrell to Adelfa Street. The potential laterals will be located within Landerville Boulevard, Adelfa Street and Coleman Avenue. The major pickup points are (1) at Gillette Street south of Coleman Avenue, (2) just west of Adelfa Street at the intersection with Peeler, (3) southwest corner of Anthony Avenue and Brand Street, and (4) just east of Landerville Boulevard at the intersection with Anthony Boulevard. A consultant, Cozad & Fox, has been selected to prepare a Preliminary Design Report to evaluate alternative alignments. Cozad & Fox began work in January 2014. After an acceptable alignment has been determined, design will begin. Proposition "F" Project.
3-8-00069	00	ORTEGA CHANNEL DEBRIS BASIN - Debris basin easterly of Ortega Highway and southerly of Grand Avenue.
3-8-00142*	01	SEDCO MDP LINE G – Project collects flows from existing I-15 culverts near Cherry Street, then carries them west 5,600 feet in Canyon Drive, then northwest across Mission Trail 3,300 feet to outlet just west of Skylark Airport Road.
3-8-00170	01	ARROYO DEL TORO CHANNEL - From Elsinore Outlet Channel downstream of State Highway 74, northwesterly approximately 3,800 feet to I-15. PROJECT SPECIFIC FUNDING: The City of Lake Elsinore will contribute \$461,572 toward this project and Caltrans will contribute \$250,000 from "Minor 'B' Funds". Note: These contributions should occur in FY 2013-2014.
3-8-00175	02	THIRD STREET CHANNEL STAGE 2 – Cooperative project with the City of Lake Elsinore to extend facility to serve area upstream of Interstate 15. Form and cost of project not yet known. \$700,000 CIP figure shown based on City request letter (50% cost share).

PROJECT NOTES FY 2014-2015

DESIGN & CONSTRUCTION/CIP PROJECTS CONTINUED

PROJ. NO.	STG.	DESCRIPTION
3-8-00215	03	WEST ELSINORE MDP LINE A (MARINA CHANNEL) - Detailed mapping budgeted. Needs feasibility study to assess alternatives and right-of-way requirements before design proceeds. Elsinore Valley Water District may partner with District to share expertise and storm water capture related maintenance responsibilities. One parcel acquired from willing seller between Grand Avenue and Laguna Avenue in FY 2012-2013.

* Projects with an asterisk following the Project Number are not included in the FY 2014-2015 budget (CIP Year One), but are included in Years Two through Five of the CIP.

PROJECT NOTES FY 2014-2015

OPERATIONS & MAINTENANCE/CIP PROJECTS

PROJ. NO.	STG.	DESCRIPTION
3-6-00000	00	GENERAL ZONE 3 MAINTENANCE - Annual maintenance of all Zone 3 projects except major restoration or reconstruction.

PROJECT NOTES FY 2014-2015

WATER CONSERVATION PROJECTS

PROJ. NO.	STG.	DESCRIPTION
3-6-00993*	00	MISCELLANEOUS WATERSHED PROTECTION PROJECTS – Resources allocated to the identification and development of potential partnerships for future multi-benefit projects addressing flood hazard reduction, water conservation, water quality and/or other water resource needs.

Zone 7

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
DESIGN & CONSTRUCTION AND FIVE YEAR CIP PROJECT SUMMARY - ZONE 7
FISCAL YEARS 2014-15 THROUGH 2018-19**

Project Number	Stg No.	Project Title	Budget and CIP Year 1 - FY 2014-15					CIP Years 2 through 5 - FY 2015-19				
			Project Cost	Project Specific Funding				Project Cost	Project Specific Funding			
				Tax Revenue	ADP Contrb	Tem/Pech Contrb	Outside Revenue		Tax Revenue	ADP Contrb	Tem/Pech Contrb	Outside Revenue
7-8-00021	00	MURRIETA CREEK CHANNEL (PH II & III)	\$6,498,430	\$2,586,430	\$3,912,000	\$0	\$0	\$10,000,000	\$10,000,000	\$0	\$0	\$0
7-8-00075	03	WILDOMAR MDP LATERAL C	2,081,510	2,081,510	0	0	0	2,000,000	2,000,000	0	0	0
7-8-00076	01	WILDOMAR MDP LAT C-1 (BILLIE ANN RD SD)	200,890	200,890	0	0	0	1,200,000	1,200,000	0	0	0
7-8-00133	01	MURRIETA CREEK MDP LINE A						448,000	8,000	440,000	0	0
7-8-00190	01	TUCALOTA CREEK						170,000	3,000	167,000	0	0
7-8-00430	90	TEMECULA PECHANGA CRK RESTORATION						580,000	25,000	0	555,000	0
7-8-00760	03	WARM SPRINGS CHANNEL						1,500,000	1,020,000	480,000	0	0
ZONE 7 TOTALS			\$8,780,830	\$4,868,830	\$3,912,000	\$0	\$0	\$15,898,000	\$14,256,000	\$1,087,000	\$555,000	\$0

FIVE YEAR CIP SUMMARY

FUND BALANCE FORWARD - JULY 1, 2014:

Zone 7 Fund	\$9,422,351
Maintenance Sub Fund	1,269,682
ADP Sub Fund	5,255,350
Temecula/Pechanga Restoration Sub Fund	559,897
Total Fund Balance Forward	\$16,507,280

REVENUE:

Taxes	\$21,108,000
Interest	567,000
ADP Fees	94,800
Rental	0
Total Revenue	\$21,769,800
Total Funds Available	\$38,277,080

APPROPRIATIONS:

D&C Capital Projects Expense	\$24,678,830
Capital Project Cost Inflation @ 1.6% per Year	394,861
Water Conservation Projects Expense	931,035
Operating Expenses	9,273,000
Contingencies	1,000,000
Subtotal Appropriations	\$36,277,726

ENDING FUND BALANCE - JUNE 30, 2019:

Zone 7 Fund	\$765,269
Maintenance Sub Fund	678,293
ADP Sub Fund	531,663
Temecula/Pechanga Restoration Sub Fund	24,128
Total Ending Fund Balance	\$1,999,353

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
OPERATIONS & MAINTENANCE BUDGET AND FIVE YEAR CIP PROJECT SUMMARY - ZONE 7
FISCAL YEARS 2014-15 THROUGH 2018-19**

Project Number	Stg No.	Project Title	Budget and CIP Year 1 - FY 2014-15				CIP Years 2 through 5 - FY 2015-19			
			Project Cost	Project Specific Funding			Project Cost	Project Specific Funding		
				Tax Revenue	Maint Contrb	Outside Revenue		Tax Revenue	Maint Contrb	Outside Revenue
O&M MAINTENANCE (NON-CAPITAL PROJ) BUDGET - FY 2014-15:										
7-6-00000	00	ZONE 7 MAINTENANCE	\$1,431,543	\$1,248,543	\$183,000	\$0	\$0	\$0	\$0	
7-6-00020	00	MURRIETA CREEK RESTORATION	583,110	583,110	0	0	0	0	0	
7-6-00070	00	WILDOMAR CHANNEL LOW FLOW CHANNEL	207,480	207,480	0	0	0	0	0	
WATER CONSERVATION PROJECTS:										
7-6-00993	00	MISC WATERSHED PROTECTION PROJECTS				500,000	500,000	0	0	
MAINT (NON-CAPITAL PROJ) BUDGET SUBTOTALS			\$2,222,133	\$2,039,133	\$183,000	\$0	\$0	\$0	\$0	
WATER CONSERVATION PROJECTS			0	0	0	500,000	500,000	0	0	
ZONE 7 TOTALS			\$2,222,133	\$2,039,133	\$183,000	\$0	\$500,000	\$0	\$0	

PROJECT NOTES FY 2014-2015

DESIGN & CONSTRUCTION/CIP PROJECTS

PROJ. NO.	STG.	DESCRIPTION
7-8-00021	00	MURRIETA CREEK CHANNEL (PHASE II & III) - Murrieta Creek Flood Control Project from Old Town Temecula to Elm Street in Murrieta. Figures from ACOE estimates circulated in April 2012 - Phase II Channel Construction ±\$28 million, (likely to be constructed in 2-3 segments). Phase III Basin Construction ±\$34 million for total of \$62 million.
7-8-00075	03	WILDOMAR MDP LATERAL C - From existing improved channel near Pasadena Street upstream to Central Street. This project is not fully budgeted in the CIP (total project cost unknown, pending feasibility study). Placeholder funding for land acquisition provided in Year One.
7-8-00076	01	WILDOMAR MDP LATERAL C-1 (BILLIE ANN ROAD STORM DRAIN) - This project combines Billie Ann Road Storm Drain (7-8-9079) and Wildomar MDP Lateral C-1 (7-8-9076). Construct 66" RCP in Charles Street from 500' northerly of Refa Street and 84" RCP from 500' southerly of Refa Street, traveling downstream in Refa Street to the existing RCB at Palomar Avenue. City of Wildomar and District are entering into a design-build cooperative agreement. City to administer design and construction, District to fund both and maintain facility upon completion.
7-8-00133*	01	MURRIETA CREEK MDP LINE A - From Del Rio Road to Jefferson Avenue does not include upgrade of these two undersized street crossings. This project is not fully budgeted in the CIP. PROJECT SPECIFIC FUNDING: <u>Current Year</u> – None. <u>Years 2-5</u> - \$438,000 Temecula Valley Local ADP.
7-8-00190*	01	TUCALOTA CREEK - Sage Road (State Route 3) crossing of Tucalota Creek. Project is not fully funded in the CIP. PROJECT SPECIFIC FUNDING: <u>Current Year</u> – None. <u>Years 2-5</u> - \$167,000 Santa Gertrudis Valley Local ADP.

PROJECT NOTES FY 2014-2015

DESIGN & CONSTRUCTION/CIP PROJECTS CONTINUED

PROJ. NO.	STG.	DESCRIPTION
7-8-00430	90	TEMECULA/PECHANGA CREEKS - RESTORATION - Reconstruct storm damaged concrete slope protection. PROJECT SPECIFIC FUNDING: <u>Current Year</u> - \$555,000 Contribution from Temecula/Pechanga Creek Restoration Sub Fund.
7-8-00760	03	WARM SPRINGS CHANNEL – Cost shown is for approximately 630 feet of soft-bottom, rock sideslope trapezoidal channel from Madison Avenue downstream to the existing improved channel. PROJECT SPECIFIC FUNDING: \$480,000 from Warm Springs Channel portion of Warm Springs Valley ADP.

* Projects with an asterisk following the Project Number are not included in the FY 2014-2015 budget (CIP Year One), but are included in Years Two through Five of the CIP.

PROJECT NOTES FY 2014-2015

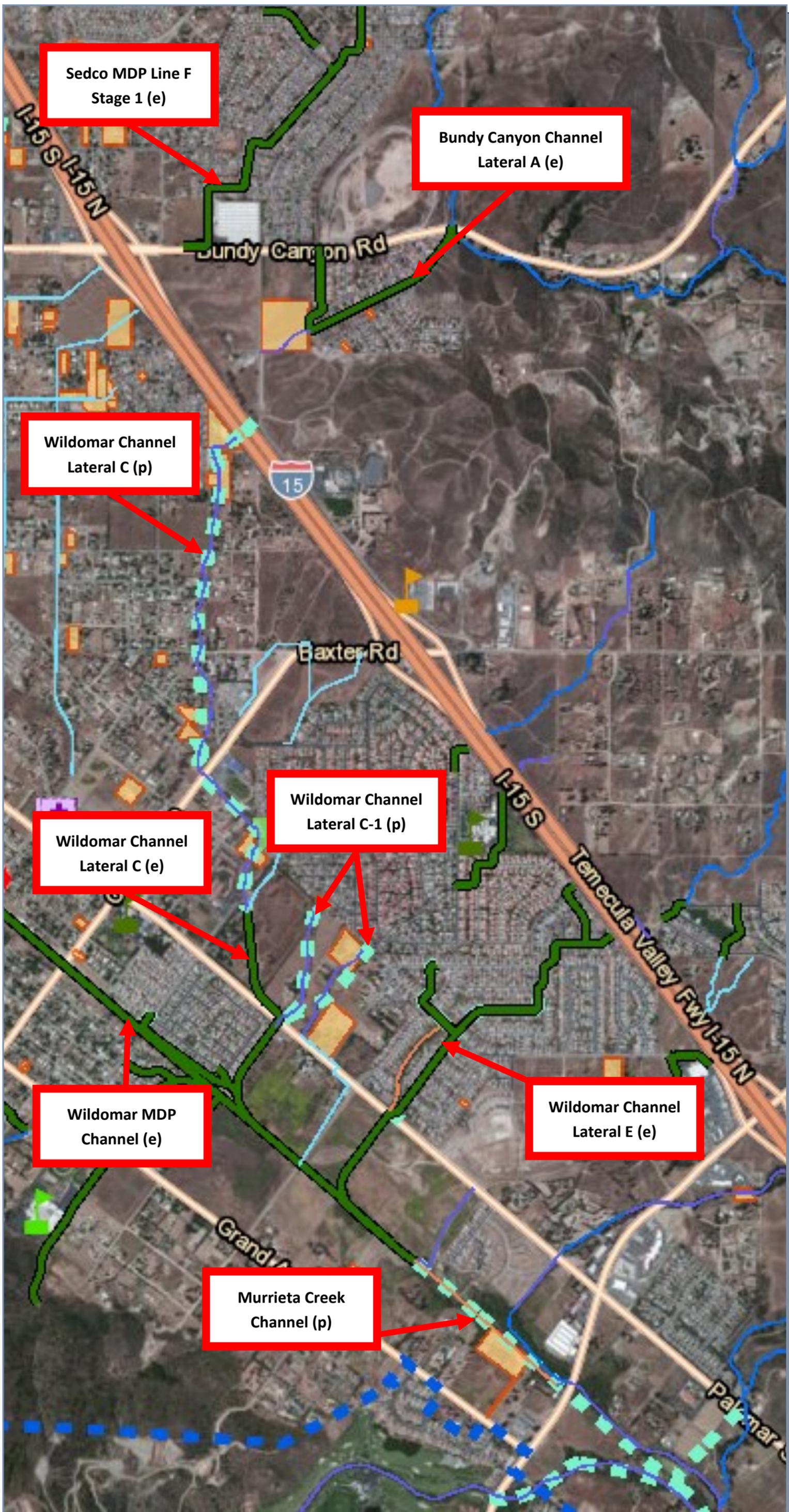
OPERATIONS & MAINTENANCE PROJECTS

PROJ. NO.	STG.	DESCRIPTION
7-6-00000	00	GENERAL ZONE 7 MAINTENANCE - Annual maintenance of all Zone 7 projects except major restoration or reconstruction.

PROJECT NOTES FY 2014-2015

WATER CONSERVATION PROJECTS

PROJ. NO.	STG.	DESCRIPTION
7-6-00993*	00	MISCELLANEOUS WATERSHED PROTECTION PROJECTS – Resources allocated to the identification and development of potential partnerships for future multi-benefit projects addressing flood hazard reduction, water conservation, water quality and/or other water resource needs.





Sedco MDP
Line E (p)

Sedco MDP
Line E-2 (p)

Sedco MDP
Line E-1 (p)

Sedco MDP
Line F, Stage 1 (e)

Sedco MDP
Line E (e)

Sedco MDP
Line G (p)

Sedco Beech Dr.
Storm Drain (e)

Bundy Canyon Channel,
Lateral A (e)

Wildomar Channel
Lateral C (p)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.3
SPECIAL MEETING
Meeting Date: October 28, 2014

TO: Mayor and Council Members

FROM: Dan York, Assistant City Manager

PREPARED: Jason Farag, Assistant Engineer

SUBJECT: Grading Agreement with Wildomar Springs, LLC - City Project 11-0254:
Tract Map 31479

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the City Engineer to execute the Grading Agreement for TR 31479 with Wildomar Springs, LLC.

BACKGROUND:

Tract Map 31479 is an approved and recorded 52-lot single family residential subdivision located between George Ave. and Iodine Springs Rd. and south of La Estrella St. The vicinity map, Attachment A, illustrates the location of the project site and surrounding area. Tract Map No. 31479 was recorded on September 10, 2013. The City's Public Works/Engineering Department has previously reviewed and approved the grading and improvement plans for TR 31479.

Prior to issuing a grading permit, the developer is required to enter into a Grading Agreement, Attachment B, with the City. The Grading Agreement provides a guarantee that the project grading will be accomplished.

The developer engineer's Grading Bond Estimate, in the amount of \$298,500, has been accepted by the Public Works/Engineering department. At the time that this staff report was finalized, the developer had not yet provided a signed agreement or Faithful Performance Bond. Therefore staff requests the authorization to execute the grading agreement with the current owner upon receipt of the required agreement and bond.

FISCAL IMPACTS:

The proposed Grading Agreement has no fiscal impact to the City.

ATTACHMENTS:

Attachment A – Aerial Image of Tract Map 31479
Attachment B – Grading Agreement

ATTACHMENT A

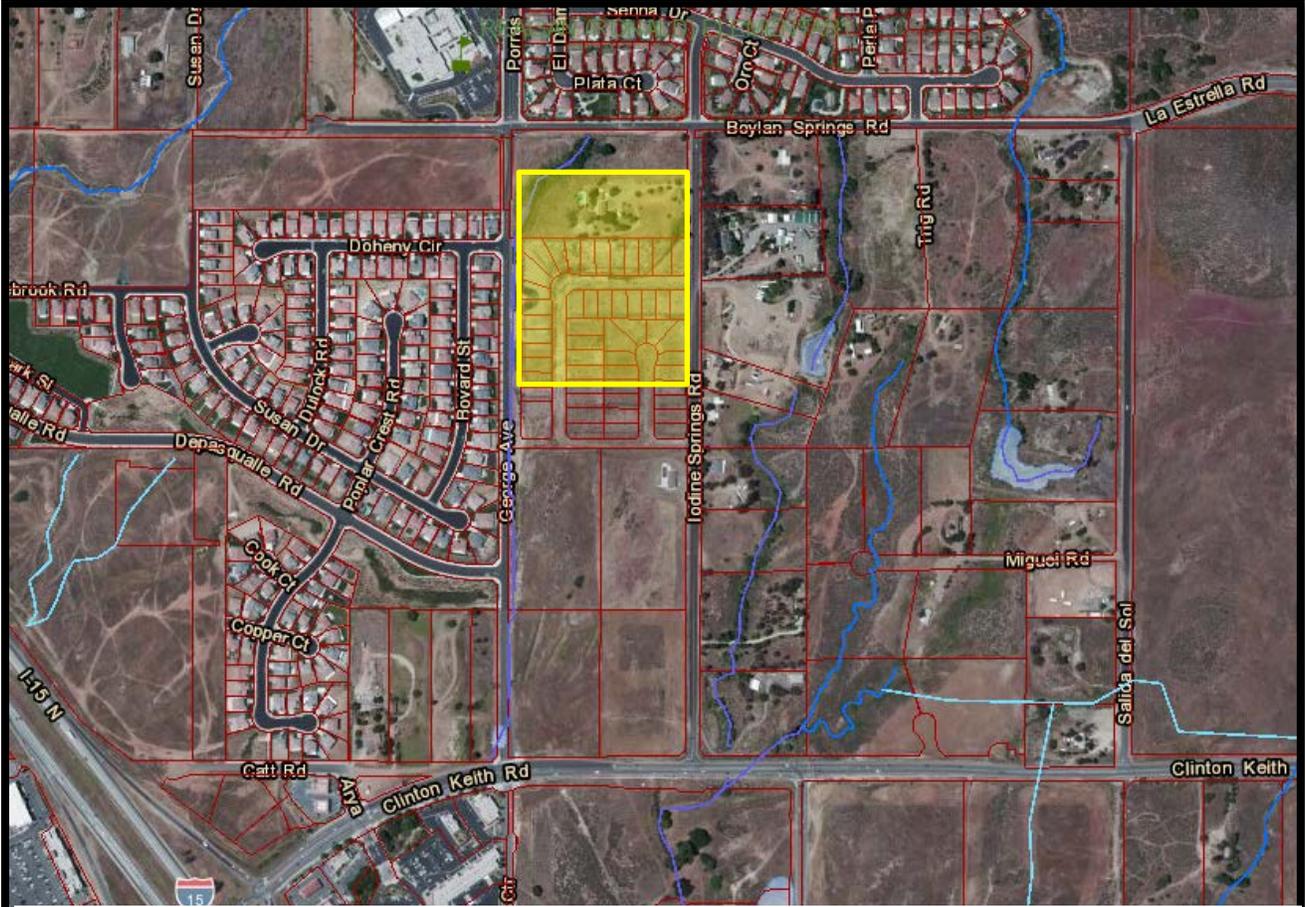


Figure 1 - Aerial Image of Tract Map 31479

ATTACHMENT B

**AGREEMENT
FOR GRADING PROJECTS**

This Agreement, made and entered into by and between the City of Wildomar, Riverside County, State of California, hereinafter called City, and WILDOMAR SPRINGS, LLC, a Delaware limited liability company, hereinafter called Landowner.

WITNESSETH

FIRST: Landowner, for and in consideration of the approval of a grading plan and the issuance of a grading permit on that certain land division known as TR 31479 (the "Property") agrees, at Landowner's own cost and expense, to furnish all labor, equipment, and material necessary to perform and complete in a good and workmanlike manner, within 12 months from the date this agreement is executed, said grading and all work incidental thereto (the "Work") in accordance with the grading plans for the development of the Property which have been approved by the Chief Building Official, and are on file in the Office of the City of Wildomar, Building Safety & Inspection Department, and the standards set forth in Wildomar Municipal Code Chapter 15, as it may be amended from time to time, which are expressly made a part of this agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the Chief Building Official and shall not be deemed complete until approval of the Work is made by the Chief Building Official. The estimated cost of said Work is the sum of ****TWO HUNDRED NINETY EIGHT THOUSAND AND FIVE HUNDRED DOLLARS & 00/100**** _ (\$298,500.00), which covers rough grading only.

SECOND: Landowner agrees to pay to the City the actual cost of such inspections of the Work as may be required by the Chief Building Official. Landowner further agrees that if suit is brought upon this agreement or any security guaranteeing the completion of the Work, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Landowner, including reasonable attorney's fees, and that upon entry of judgment, such costs, expenses, and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss or damage happening or occurring to the Work specified in this agreement prior to the completion and approval hereof, nor shall City or any officer or employee thereof be liable for any persons or property injured by reason of the acts or omissions of Landowner, his agents or employees in the performance of the Work, and all of said liabilities are assumed by Landowner. Landowner agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Landowner, his agents and employees, in the performance of this agreement, or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Landowner hereby grants to the City, and to any agent or employee of the City, the irrevocable permission to enter upon the Property for the purpose of inspecting or completing the Work. This permission shall terminate in the event that Landowner has completed the Work within the time specified or any extension thereof granted by the Chief Building Official.

FIFTH: Landowner agrees at all times, up to the completion and approval of the Work by the Chief Building Official, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the Work, and to protect the traveling public from such defective or dangerous conditions.

SIXTH: The Landowner, or his agents and employees shall give notice to the Chief Building Official at least 48 hours before beginning the Work and shall furnish the Chief Building Official all reasonable facilities for obtaining full information respecting the progress and manner of the Work.

SEVENTH: If the Landowner, or his agents or employees, neglects, refuses, or fails to prosecute the Work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the Chief Building Official, or if the Landowner violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications for the Work, the Landowner shall be in default of this agreement. The Chief Building Official shall have the power to terminate all rights of the Landowner because of such default. The determination of the Chief Building Official of the question as to whether any of the terms of this agreement or the plans and specifications for the Work have been violated or have not been performed satisfactorily shall be conclusive upon the Landowner, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all rights and remedies available to the City under law.

EIGHTH: The Landowner agrees to file with City prior to the date this agreement is executed a good and sufficient security as provided in subsections (1), (2) and (3) of subdivision (a) of Section 66499 of the Government Code in any amount not less than the estimated cost of the Work for the faithful performance of the terms and conditions of this agreement, except that when the estimated cost of said Work is \$2,500 or less, the security shall be a deposit of cash or its equivalent as determined acceptable by the Chief Building Official. Landowner further agrees that if in the opinion of the Chief Building Official the security becomes insufficient, Landowner agrees to renew each and every security with good and sufficient sureties or increase the amount of the security, within ten days after being notified by the Chief Building Official that the sureties or amounts are insufficient.

Notwithstanding any other provision herein, if landowner fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless the Work is completed within 90 days of the date on which the Chief Building Official notifies the Landowner of the insufficiency of the sureties or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or the issuers of any instruments or letters of credit securing this agreement that, in the event it is deemed necessary to extend the time of completion of the Work, extensions of time may be granted from time to time by the Chief Building Official either at his own option or upon request of the Landowner, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on said bonds. Landowner further agrees to maintain the aforesaid bond or bonds or the issuance of any instruments or letters of credit in full force and effect during the terms of this agreement, including any extensions of time as may be granted thereon.

TENTH: When the Work described in the first paragraph of this agreement consists of only rough or precise grading, upon the satisfactory completion and final approval of said Work by the Chief Building Official, the entire amount of the security applicable thereto shall be released or returned by City to the Landowner.

ELEVENTH: This agreement shall be binding upon the Landowner and his heirs, executors, administrators, successors or assigns, all and each both jointly and severally.

TWELFTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is determined by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid.

THIRTEENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

[SIGNATURES ON THE FOLLOWING PAGE]

City

City of Wildomar
Building Safety & Inspection Department
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595
(951) 677-7751
(951) 698-1463

Landowner

Wildomar Springs, LLC, a Delaware limited liability company
10621 Civic Center Drive
Rancho Cucamonga, CA 91730
Phone Number: 909-481-1150
Fax Number: 909-481-1154

IN WITNESS WHEREOF LANDOWNER HAS AFFIXED HIS NAME, ADDRESS AND SEAL.

Wildomar Springs, LLC, a Delaware limited Liability company

By: Diversified Pacific Communities, LLC, a Delaware limited liability company

It's: Manager

By:  _____

Matthew A. Jordan

It's: Managing Member

Date _____

City of Wildomar

By _____

Date _____

Approved as to Form:
Thomas D. Jex, City Attorney

By: _____

(SIGNATURES OF LANDOWNER(S) MUST BE ACKNOWLEDGED BY A NOTARY AND EXECUTED IN DUPLICATE, WITH THE NOTARY ACKNOWLEDGMENT ATTACHED HERETO. ALL SIGNATURES TO BE INCLUDED ON THIS DOCUMENT OR IDENTIFY THIS DOCUMENT WHEN INCLUDING A SIGNATURE PAGE.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On October 21, 2014 before me, Simone Basso, Notary Public

personally appeared Matthew A. Jordan



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

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

WITNESS my hand and official seal.

Signature [Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement for Grading Projects

Document Date: 10-21-14 Number of Pages: 3

Signer(s) Other Than Named Above: City of Wildomar; Thomas D. Jex

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

Subdivision Bond
Faithful Performance

Bond No. PB03010401641
Premium \$8,955.00 / Two Years

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: That Wildomar Springs, LLC, a Delaware Limited Liability Company as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact surety business in the State of California, as Surety are held and firmly bound unto City of Wildomar in the sum of Two Hundred Ninety-eight Thousand Five Hundred Dollars and NO/100 (298,500), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS the above Named Principal has entered into an agreement, dated _____, _____, with the City of Wildomar to do and perform the following work, to wit:

Tract 31479 /City Project No. 11-0254

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such agreement, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact at Irvine, California this 20th day of October, 2014.

Wildomar Springs, LLC,
a Delaware Limited Liability Company

(Principal)

(Seal)

By: (see attached signature page)

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

By:

Michelle Haase

Michelle Haase, Attorney-In-Fact

Bond Number: PB03010401641

Wildomar Springs, LLC,
a Delaware Limited Liability Company

By: Diversified Pacific Communities, LLC,
a Delaware Limited Liability Company
Its: Manager

By:


Matthew A. Jordan, Managing Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On OCT 20 2014 before me, M. Barreras
Date Here Insert Name and Title of the Officer

personally appeared Michelle Haase
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michelle Haase

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



Signer Is Representing:

Signer's Name: _____

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



Signer Is Representing:

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN AND MICHELLE HAASE OF LOCKTON COMPANIES, LLC

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed,



(Notary Seal)

Notary Public: Danielle Porath
residing at: Bala Cynwyd, PA
My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

OCT 20 2014

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20____.

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Bernardino

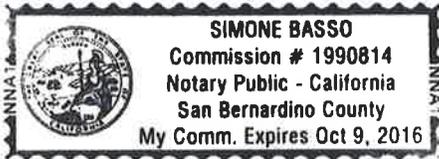
On October 22, 2014 before me, Simone Basso Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Matthew A. Jordan

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature: [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.4
SPECIAL MEETING
Meeting Date: October 28, 2014

TO: Mayor and City Council Members
FROM: Dan York, Assistant City Manager
PREPARED: Jason Farag, Assistant Engineer
SUBJECT: Grading Agreement with CV Communities, LLC - City Project 13-0031:
Tentative Tract Map 32078

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the City Engineer to execute the Grading Agreement with CV Communities, LLC a Delaware Limited Liability Company.

BACKGROUND:

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

Prior to issuing a grading permit, the developer (CV Communities, LLC a Delaware Limited Liability Company) is required to enter into a “Grading Agreement (Attachment B)” with the City. The Grading Agreement provides a guarantee that the project grading will be accomplished.

The developer engineer’s “Grading Bond Estimate,” in the amount of \$193,500, has been accepted by the Public Works/Engineering department. The developer has provided a “Faithful Performance Bond” (Attachment C) in the amount of the grading bond estimate, as part of the Grading Agreement.

FISCAL IMPACTS:

The proposed Grading Agreement has no fiscal impact to the City.

ATTACHMENTS:

Attachment A – Aerial Image of Tentative Tract Map 32078
Attachment B – Grading Agreement
Attachment C – Faithful Performance Bond

ATTACHMENT A

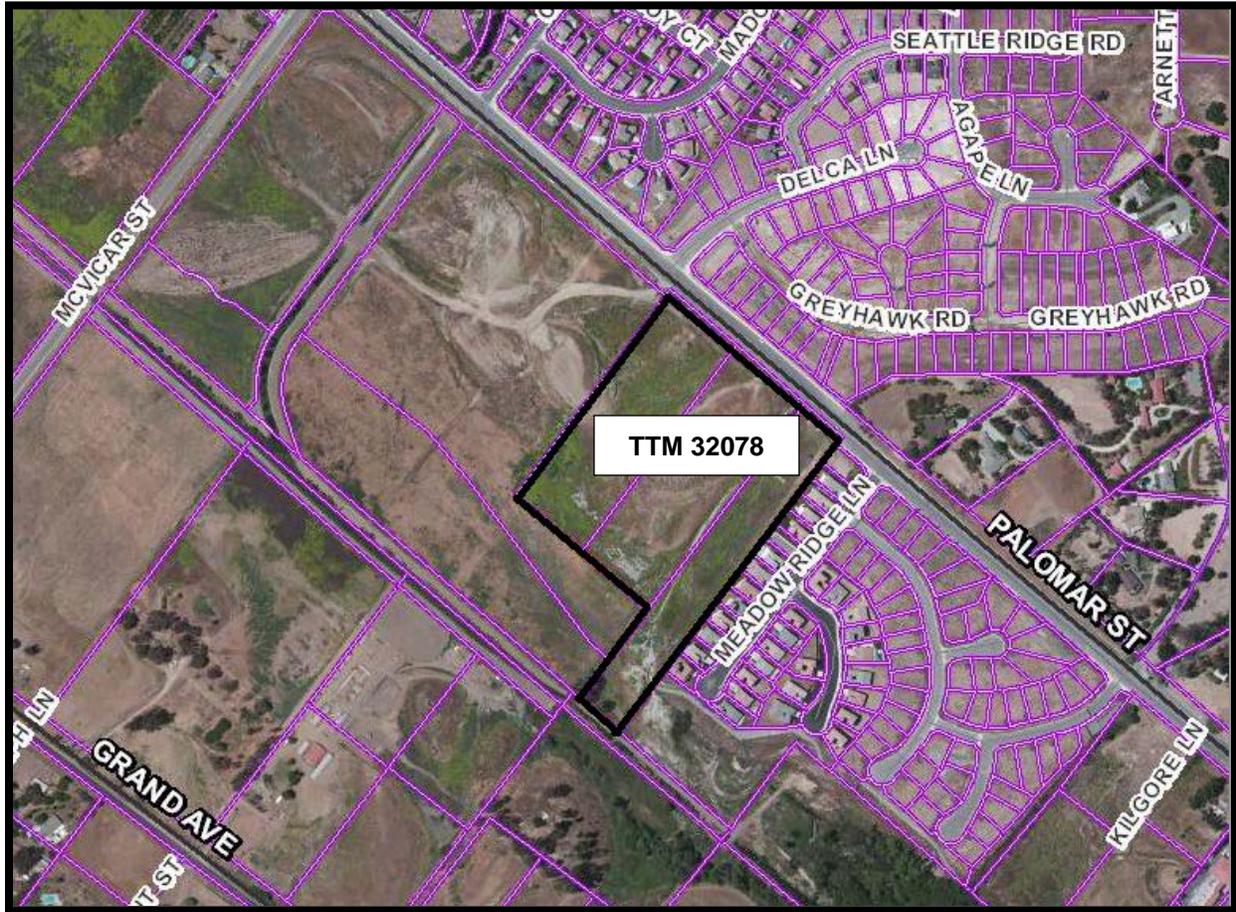


Figure 1 - Aerial Image of Tentative Tract Map 32078

ATTACHMENT B

AGREEMENT
FOR GRADING PROJECTS

This Agreement, made and entered into by and between the City of Wildomar, Riverside County, State of California, hereinafter called City, and **CV Communities, LLC** , hereinafter called Landowner.

WITNESSETH

FIRST: Landowner, for and in consideration of the approval of a grading plan and the issuance of a grading permit on that certain land division known as **Rancho Fortunado Tract 32078** (the "Property") agrees, at Landowner's own cost and expense, to furnish all labor, equipment, and material necessary to perform and complete in a good and workmanlike manner, within 12 months from the date this agreement is executed, said grading and all work incidental thereto (the "Work") in accordance with the grading plans for the development of the Property which have been approved by the Chief Building Official, and are on file in the Office of the City of Wildomar, Building Safety & Inspection Department, and the standards set forth in Wildomar Municipal Code Chapter 15, as it may be amended from time to time, which are expressly made a part of this agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the Chief Building Official and shall not be deemed complete until approval of the Work is made by the Chief Building Official. The estimated cost of said Work is the sum of **One Hundred Ninety Three Thousand Five Hundred Dollars and 00/100 (\$193,500)**, which covers rough grading operations.

SECOND: Landowner agrees to pay to the City the actual cost of such inspections of the Work as may be required by the Chief Building Official. Landowner further agrees that if suit is brought upon this agreement or any security guaranteeing the completion of the Work, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Landowner, including reasonable attorney's fees, and that upon entry of judgment, such costs, expenses, and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss or damage happening or occurring to the Work specified in this agreement prior to the completion and approval hereof, nor shall City or any officer or employee thereof be liable for any persons or property injured by reason of the acts or omissions of Landowner, his agents or employees in the performance of the Work, and all of said liabilities are assumed by Landowner. Landowner agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Landowner, his agents and employees, in the performance of this agreement, or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Landowner hereby grants to the City, and to any agent or employee of the City, the irrevocable permission to enter upon the Property for the purpose of inspecting or completing the Work. This permission shall terminate in the event that Landowner has completed the Work within the time specified or any extension thereof granted by the Chief Building Official.

FIFTH: Landowner agrees at all times, up to the completion and approval of the Work by the Chief Building Official, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the Work, and to protect the traveling public from such defective or dangerous conditions.

SIXTH: The Landowner, or his agents and employees shall give notice to the Chief Building Official at least 48 hours before beginning the Work and shall furnish the Chief Building Official all reasonable facilities for obtaining full information respecting the progress and manner of the Work.

SEVENTH: If the Landowner, or his agents or employees, neglects, refuses, or fails to prosecute the Work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the Chief Building Official, or if the Landowner violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications for the Work, the Landowner shall be in default of this agreement. The Chief Building Official shall have the power to terminate all rights of the Landowner because of such default. The determination of the Chief Building Official of the question as to whether any of the terms of this agreement or the plans and specifications for the Work have been violated or have not been performed satisfactorily shall be conclusive upon the Landowner, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all rights and remedies available to the City under law.

EIGHTH: The Landowner agrees to file with City prior to the date this agreement is executed a good and sufficient security as provided in subsections (1), (2) and (3) of subdivision (a) of Section 66499 of the Government Code in any amount not less than the estimated cost of the Work for the faithful performance of the terms and conditions of this agreement, except that when the estimated cost of said Work is \$2,500 or less, the security shall be a deposit of cash or its equivalent as determined acceptable by the Chief Building Official. Landowner further agrees that if in the opinion of the Chief Building Official the security becomes insufficient, Landowner agrees to renew each and every security with good and sufficient sureties or increase the amount of the security, within ten days after being notified by the Chief Building Official that the sureties or amounts are insufficient.

Notwithstanding any other provision herein, if landowner fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless the Work is completed within 90 days of the date on which the Chief Building Official notifies the Landowner of the insufficiency of the sureties or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or the issuers of any instruments or letters or credit securing this agreement that, in the event it is deemed necessary to extend the time of completion of the Work, extensions of time may be granted from time to time by the Chief Building Official either at his own option or upon request of the Landowner, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on said bonds. Landowner further agrees to maintain the aforesaid bond or bonds or the issuance of any instruments or letters of credit in full force and effect during the terms of this agreement, including any extensions of time as may be granted thereon.

TENTH: When the Work described in the first paragraph of this agreement consists of only rough or precise grading, upon the satisfactory completion and final approval of said Work by the Chief Building Official, the entire amount of the security applicable thereto shall be released or returned by City to the Landowner.

ELEVENTH: This agreement shall be binding upon the Landowner and his heirs, executors, administrators, successors or assigns, all and each both jointly and severally.

TWELFTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is determined by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid.

THIRTEENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

[SIGNATURES ON THE FOLLOWING PAGE]

City

City of Wildomar
Building Safety & Inspection Department
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595
(951) 677-7751
(951) 698-1463

Landowner

CV Communities, LLC
1900 Quail Street
Newport Beach, CA 92660

Phone Number: 949-258-7555

IN WITNESS WHEREOF LANDOWNER HAS AFFIXED HIS NAME, ADDRESS AND SEAL.

CV Communities, LLC_

By Adrian
VICE PRESIDENT
Date 9/16/2014

City of Wildomar

By _____

Date _____

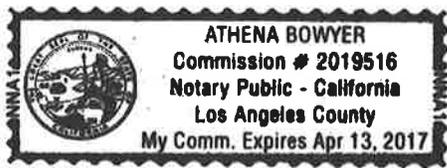
Approved as to Form:
Thomas D. Jex, City Attorney

By: _____

(SIGNATURES OF LANDOWNER(S) MUST BE ACKNOWLEDGED BY A NOTARY AND EXECUTED IN DUPLICATE, WITH THE NOTARY ACKNOWLEDGMENT ATTACHED HERETO. ALL SIGNATURES TO BE INCLUDED ON THIS DOCUMENT OR IDENTIFY THIS DOCUMENT WHEN INCLUDING A SIGNATURE PAGE.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California }
 County of Orange }
 On September 16, 2014 before me, Athena Bowyer Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Adam Smith
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature: Athena Bowyer
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: _____ Signer Is Representing: _____

FAITHFUL PERFORMANCE BOND

CITY OF WILDOMAR, RIVERSIDE COUNTY, STATE OF CALIFORNIA

(On-Site Grading)

FOR:

On-site Grading
\$ 193,500.00

Tract No.
32078

Premium
\$ 1,451.00

Parcel Map No.

Bond No.
0657829

Surety
International Fidelity Insurance Company

Principal
CV Communities, LLC a Delaware limited liability company

Address
233 Wilshire Blvd., Suite 820

Address
1900 Quail Street

City/State
Santa Monica, CA

City/State
Newport Beach, CA

Zip
90401

Zip
92660

Phone
(310) 395-7887

Phone
(949) 258-7519

CV Communities, LLC a Delaware

WHEREAS, the City of Wildomar, Riverside County, State of California, and limited liability company
(hereinafter designated as ("principal")) have entered into, or are about to enter into, the attached agreement(s)
whereby principal agrees to complete the above on-site grading relating to (Tract/Parcel Map)
32078 On-Site Grading, which agreement(s) is/are hereby referred to and made a
part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful
performance of said agreement(s);

NOW, THEREFORE, we the principal and International Fidelity Insurance Company, as surety, are held
and firmly bound unto the City of Wildomar in the penal sum of
One Hundred Ninety Three Thousand Five Hundred Dollars (\$ 193,500.00) lawful money of the United
States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors
and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors,
administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and
perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as
therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified,
and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of
Wildomar, its officers, agents and employees, as therein stipulated, then this obligation shall become null and
void; otherwise, it shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be

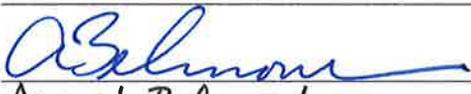
included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety. When the work covered by the agreement is complete as determined by the City of Wildomar, the City will release the obligation of this bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on
June 26, 2014

NAME OF PRINCIPAL CV Communities, LLC a Delaware limited liability company

AUTHORIZED SIGNATURE(S): By:  President
August Belmont Title

Title

Title
(If Corporation, Affix Seal)

NAME OF SURETY: International Fidelity Insurance Company

AUTHORIZED SIGNATURE: 
Michelle Haase, Its Attorney-in-Fact Title
(If Corporation, Affix Seal)

Attach Notarial Acknowledgment Of Signatures Of Principal And Attorney-In-Fact.

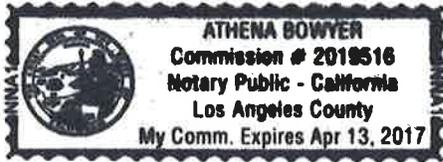
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Orange }

On June 27, 2014 before me, Athena Bowyer, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared August Belmont
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature: Athena Bowyer
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer's Name: _____

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

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On JUN 26 2014 before me, Melissa A. Lopez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michelle Haase
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Melissa Lopez
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michelle Haase

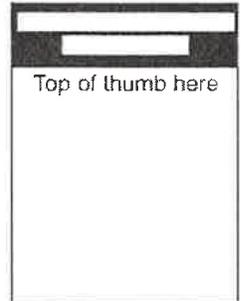
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JANINA MONROE, PAUL BOUCHER, MICHELLE HAASE

Irvine, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of

JUN 26 2014

MARIA BRANCO, Assistant Secretary