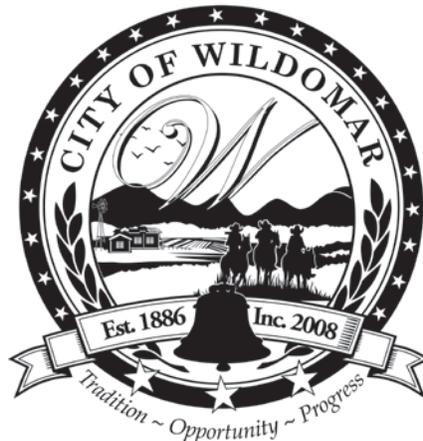


CITY OF WILDOMAR CITY COUNCIL AGENDA

5:30 P.M. – CLOSED SESSION

6:30 P.M. – REGULAR MEETING AND SPECIAL
MEETING OF WILDOMAR CEMETERY BOARD

NOVEMBER 9, 2011
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

City Manager
Frank Oviedo

City Attorney
Julie Hayward Biggs

WILDOMAR CITY COUNCIL REGULAR MEETING AGENDA November 9, 2011

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

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

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

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

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

PLEASE TURN ALL CELLULAR DEVICES TO VIBRATE OR OFF FOR THE DURATION OF THE MEETING. YOUR COOPERATION IS APPRECIATED.

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

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

The City Council will meet in closed session pursuant to the provisions of Government Code Section 54958.6 to give direction to Frank Oviedo, its property negotiator, for negotiations with the property owner regarding one matter of possible acquisition of property located at 23873 Clinton Keith Avenue. Under negotiation are terms and conditions of possible purchase.

The City Council will meet in closed session pursuant to the provisions of Government Code Section 54958.6 to give direction to Frank Oviedo, its property negotiator, for negotiations with the property owner regarding one matter of possible acquisition of property located at La Estrella and George Ave, APN 376-410-020, Wildomar, CA 92595. Under negotiation are terms and condition of acquisition Ronald Reagan.

The City Council will meet in closed session pursuant to the provisions of Government Code Section 54958.9(b) to confer with legal counsel regarding one matter of pending litigation: Alliance for Intelligent Planning v. City of Wildomar RIC1114945.

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

PRESENTATIONS

Proclamation – Pancreatic Cancer Awareness Month
November 2011

Fire Department Monthly Update

PUBLIC COMMENTS

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

APPROVAL OF THE AGENDA AS PRESENTED

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

SPECIAL ORDER OF BUSINESS

A.1 Presentation by Gil Rasmussen, President Wildomar Cemetery District

A.2 Establishment of Wildomar Cemetery District As A Subsidiary District of the City of Wildomar

RECOMMENDATION: Staff recommends that the City Council:

1. Adopt an Urgency Ordinance entitled:

ORDINANCE NO. _____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADDING A NEW CHAPTER 2.08 TO THE WILDOMAR MUNICIPAL CODE ESTABLISHING THE WILDOMAR CEMETERY DISTRICT AS A SUBSIDIARY DISTRICT OF THE CITY

2. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE WILDOMAR CEMETERY DISTRICT AS A SUBSIDIARY DISTRICT OF THE CITY AND ADOPTING THE RESTATED POLICIES AND PROCEDURES MANUAL

A.3 Convene Special Meeting of Wildomar Cemetery Board for Election of Officers

A.4 Adjourn Special Meeting of Wildomar Cemetery Board

RECONVENE THE CITY COUNCIL

1.0 CONSENT CALENDAR

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

1.1 Reading of Ordinances

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

1.2 Warrant and Payroll Registers

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

1. Warrant Register dated October 13, 2011 in the amount of \$381,805.29;
2. Warrant Register dated October 20, 2011 in the amount of \$6,961.26;
3. Warrant Register dated October 27, 2011 in the amount of \$218,177.64;
4. Payroll Register dated October 28, 2011 in the amount of \$40,978.00.

1.3 Claim Rejection for Damages Against the City of Wildomar

RECOMMENDATION: Staff recommends that the City Council reject the claim made by Elizabeth Wales and direct Staff to notify the claimants.

2.0 PUBLIC HEARINGS

No Items Scheduled

3.0 GENERAL BUSINESS

3.1 Unpaved Roadways Update

RECOMMENDATION: Staff recommends that the City Council receive and file the report regarding unpaved roadway maintenance.

3.2 Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreements with Western Riverside Council of Governments (WRCOG) for Clinton Keith Road Widening and Grand Avenue Widening Projects

RECOMMENDATION: Staff recommends that the City Council approve TUMF Reimbursement Agreements with WRCOG for Clinton Keith Road Widening and Grand Avenue Widening Projects.

3.3 Sidewalks to Schools Improvement Project Central Street Area Improvements

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

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CONTRACT CHANGE ORDER NUMBERS 7, 9, 10, AND 11, ACCEPTING THE SIDEWALKS TO SCHOOLS IMPROVEMENT PROJECT CENTRAL STREET AREA IMPROVEMENTS AS COMPLETE, AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

3.4 Rescinding Letter of Intent for the Jean Hayman Elementary School Property

RECOMMENDATION: Staff recommends the City Council rescind the City's Letter of Intent to purchase Jean Hayman Elementary School.

3.5 Repeal E-Verify Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING CHAPTER 3.09 OF THE WILDOMAR MUNICIPAL CODE PERTAINING TO THE E-VERIFY PROGRAM

CITY MANAGER REPORT

CITY ATTORNEY REPORT

COUNCIL COMMUNICATIONS

FUTURE AGENDA ITEMS

ADJOURNMENT

2011 City Council Regular Meeting Schedule

December 14

2012 City Council Regular Meeting Schedule

January 11	July 11
February 8	August 8
March 7	September 12
April 11	October 10
May 9	November 14
June 13	December 12

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 November 4, 2011, 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 #A.2
SPECIAL ORDER OF BUSINESS
Meeting Date: November 9, 2011

TO: Mayor and Council Members

FROM: Julie Hayward Biggs, City Attorney

SUBJECT: Establishment of the Wildomar Cemetery District as a Subsidiary District of the City of Wildomar

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt an Ordinance entitled:

ORDINANCE NO. _____
AN URGENCY ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF WILDOMAR, CALIFORNIA, ADDING A NEW
CHAPTER 2.08 TO THE WILDOMAR MUNICIPAL CODE
ESTABLISHING THE WILDOMAR CEMETERY DISTRICT
AS A SUBSIDIARY DISTRICT OF THE CITY

2. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, ACCEPTING THE WILDOMAR
CEMETERY DISTRICT AS A SUBSIDIARY DISTRICT OF
THE CITY AND ADOPTING THE RESTATED POLICIES
AND PROCEDURES MANUAL

DISCUSSION:

Pursuant to the direction of the City Council, staff prepared and processed an application to the Riverside County Local Agency Formation Commission ("LAFCO") seeking to establish the Wildomar Cemetery District as a subsidiary district of the City and replacing the current three member Board of Directors with the elected City Council Members serving as Trustees on that Board. On July 28, 2011, LAFCO approved that application. In order to complete the process, the City Council should now adopt an ordinance establishing the Wildomar Cemetery District as a subsidiary district of the City and a resolution accepting the district and implementing the action taken by LAFCO.

FISCAL IMPACTS:

The Wildomar Cemetery District is self-funded and establishment of it as a subsidiary district of the City should have no fiscal effect on the City.

Submitted By:

Approved By:

Julie Hayward Biggs
City Attorney

Frank Oviedo
City Manager

ATTACHMENTS:

Proposed Ordinance No. ____

Proposed Resolution No. ____

ORDINANCE NO. _____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF WILDOMAR, CALIFORNIA, ADDING A NEW
CHAPTER 2.08 TO THE WILDOMAR MUNICIPAL CODE
ESTABLISHING THE WILDOMAR CEMETERY DISTRICT
AS A SUBSIDIARY DISTRICT OF THE CITY**

THE CITY COUNCIL OF THE CITY OF WILDOMAR ORDAINS AS FOLLOWS:

SECTION 1. Addition of Chapter 2.08. A new Chapter 2.08 "Wildomar Cemetery District" is hereby added to Title 2 "Administration and Personnel" of the Wildomar Municipal Code, and shall read as follows:

"CHAPTER 2.08

Sections:

- 2.08.010 Statement of Authority
- 2.08.020 Subsidiary District Established
- 2.08.030 Board of Trustees
- 2.08.040 Compensation

2.08.010 Statement of Authority. The City Council is authorized under California law to establish subsidiary districts within its boundaries to provide public services. The Wildomar Cemetery District is a validly organized cemetery district under the provisions of Section 9000 et seq. of the Health and Safety Code operating within the City of Wildomar. Pursuant to action taken by the Local Agency Formation Commission for the County of Riverside ("LAFCO"), the City of Wildomar has been authorized to establish the Wildomar Cemetery District as a subsidiary district of the City.

2.08.020 Subsidiary District Established. Pursuant to the provisions of section 9000 et seq. of the Health and Safety Code and the Plan of Services approved by LAFCO, the Wildomar Cemetery District is hereby established as a subsidiary district of the City of Wildomar.

2.08.030 Board of Trustees. The City Council for the City of Wildomar shall serve as the Board of Trustees for the Wildomar Cemetery District.

2.08.040 Compensation. In accord with the provisions of Health and Safety Code Section 9031(A), members of the Board of Trustees may

receive compensation in the amount of one hundred dollars (\$100.00) for attendance at each public meeting of the Board; however, no trustee shall received more that four hundred dollars (\$400.00) in compensation in any calendar month. The necessary expenses of each Trustee for actual traveling in connection with meetings or business of the Board of Trustees shall be allowed and paid pursuant to the provisions of Health and Safety Code Section 9031(C).”

SECTION 2. Declaration of Facts Constituting Urgency. Unless this ordinance takes effect immediately upon its adoption, the functions of the Wildomar Cemetery District for the community will be interrupted until such time as this ordinance can become effective. Therefore, the City Council finds that this ordinance is necessary for the immediate preservation of the public peace, health and safety, and declares that it shall take effect immediately upon its adoption as an urgency ordinance.

SECTION 3. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. Effective Date. This ordinance shall take immediate effect upon its passage by the City Council.

SECTION 5. Publication. The City Clerk shall cause this ordinance to be published or posted in accordance with Government Code section 36933.

PASSED, APPROVED, AND ADOPTED this 9th day of November, 2011.

Marsha Swanson, Mayor

ATTEST:

Debbie Lee, City Clerk

APPROVED AS TO FORM:

Julie Hayward Biggs, City Attorney

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE WILDOMAR CEMETERY DISTRICT AS A SUBSIDIARY DISTRICT OF THE CITY AND ADOPTING THE RESTATED POLICIES AND PROCEDURES MANUAL

Whereas, on March 28, 1955 the Wildomar Cemetery District was formed under Section 8890 et. seq. of the Health and Safety Code by resolution of the Riverside County Board of Managers; and

Whereas, by action taken on July 28, 2011, the Riverside County Local Agency Formation Commission (“LAFCO”) approved establishment of the Wildomar Cemetery District as a subsidiary district of the City of Wildomar and the Plan of Services proposed; and

Whereas, the Plan of Services provides that the elected members of the Wildomar City Council shall serve as the Trustees for the Wildomar Cemetery District; and

Whereas, the Plan of Services calls for the City Manager or his or her designee to serve as the General Manager of the Wildomar Cemetery District; and

Whereas, a Restated Policies and Procedures Manual has been prepared to implement the Plan of Services; and

Whereas, the City Council of the City of Wildomar wishes to ratify the actions taken by LAFCO and accept the Wildomar Cemetery District and the Plan of Services as a subsidiary district of the City of Wildomar and adopt the Restated Policies and Procedures Manual.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES HEREBY RESOLVE AS FOLLOWS:

SECTION I. The Wildomar Cemetery District is hereby accepted as a subsidiary district of the City of Wildomar.

SECTION II. The Plan of Services approved by LAFCO and set forth as Exhibit A hereto is ratified and accepted.

SECTION III. The elected members of the City Council are hereby appointed to serve as the Board of Trustees for the Wildomar Cemetery District for the term of their tenure in office as members of the City Council.

SECTION IV. The City Manager is hereby designated as the General Manager of the Wildomar Cemetery District.

SECTION V. The Restated Policies and Procedures Manual set forth as Exhibit B is hereby adopted for the Wildomar Cemetery District.

SECTION VI. Regular meetings of the Wildomar Cemetery District shall be convened at the first regular meeting each month of the Wildomar City Council following the conclusion of the City Council meeting.

SECTION VII. At the first meeting of the Wildomar Cemetery District following adoption of this resolution, the Board of Trustees shall select a Chairman and Vice Chairman.

PASSED, APPROVED, AND ADOPTED this 9th day of November, 2011.

Marsha Swanson, Mayor

ATTEST:

Debbie Lee, City Clerk

APPROVED AS TO FORM:

Julie Hayward Biggs, City Attorney

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EXHIBITS

- Exhibit "A" - Rules and Regulations
- Exhibit "B" - Certificate of Burial Rights
- Exhibit "C" - Policies on Artificial Flowers and Markers
- Exhibit "D" - Waiver of Responsibility
- Exhibit "E" - The Flexible Medical/Dental Reimbursement Program

THE WILDOMAR CEMETERY DISTRICT

RESTATED POLICY AND PROCEDURES MANUAL

I. GENERAL PROVISIONS AND GOVERNMENT

A. PURPOSE

The **WILDOMAR CEMETERY DISTRICT** is a public cemetery district formed March 28, 1955 under Section 8890 et. seq. of the Health and Safety Code by resolution of the Riverside County Board of General Managers. On July 28, 2011, the Riverside County Local Agency Formation Commission approved establishment of the Wildomar Cemetery District as a subsidiary district of the City of Wildomar. On November 9, 2011, the City Council for the City of Wildomar accepted and ratified that action.

The **WILDOMAR CEMETERY DISTRICT** maintains the **WILDOMAR CEMETERY** for the use and needs of the residents and taxpayers of the District within the limits set forth by the Health and Safety Code.

B. THE BOARD OF TRUSTEES

The District is governed by a Board of Trustees consisting of the five elected members of the Wildomar City Council three (3) members appointed by the County Board of General Managers. The Trustees shall hold office for four (4) years and until the appointment of qualified successors as Trustees for the term of their election to the Wildomar City Council. Trustees may receive an amount of One Hundred dollars (\$100.00) for attendance at each public meeting; however, no trustee shall receive more than Four Hundred Dollars (\$400.00) in compensation in any calendar month (Health and Safety Code 9031(A)). The necessary expenses of each Trustee for actual traveling in connection with meetings or business of the Board of Trustees shall be allowed and paid (Health and Safety Code Section 9031(C)).

The Board of Trustees sets policy and makes proper rules and regulations for the management of the cemetery in accordance with the rules of the Health and Safety Code.

Pursuant to Chapter 1805 of Government Code Section 53051 (Roster of Public Agencies), each time a change is made in name, address or membership of the governing board, a statement of facts will be filed with the Secretary of State, and a copy with the County Clerk within ten (10) days of the change.

The Officers of the Board shall consist of a president, a secretary and a treasurer selected from the membership for a term of at least one year and/or until their successors have been selected.

The office of a member of the Board of Trustees shall become vacant upon

the member's ceasing to discharge the duties of his office for the period of three (3) consecutive months, except when prevented by sickness or when absent from the state with the permission required by law (Government Code Section 1770[g]).

C. MEETINGS

Regular business meetings are held monthly at the District Office, 21400 Palomar Street, City Hall 28373 Clinton Keith Road, Wildomar, California, at the regularly scheduled meeting of the City Council which is held on the first Thursdaysecond Wednesday of the month beginning at 7:00 a.m.6:30 p.m. On-site maintenance meetings are held on the third Wednesday of the month and commence at 7:00 a.m.

The time and date of all meetings are posted at least 72 hours before the meetings pursuant to Section 54954.2 of the Government Code.

Special meetings may be called at any time by the presiding officer or by a majority of the members by way of personal notification or mail. The posting of this notice shall be at least 24 hours prior to the time of such meeting. The call and notice shall specify the time and place of the special meeting. All meetings and notices are "freely accessible to all members of the public."

Closed sessions may be called during a regular or special meeting. The general reason for a closed meeting must be made public either before or after the closed session of the regular meeting and in the advance notice of a special meeting. Closed sessions not expressly authorized by the Brown Act (Government Code Section 54940 through 54926) are prohibited.

II. RULES AND REGULATIONS

The Wildomar Cemetery District is a Community Cemetery District supported by property tax payers in the district and a subsidiary district of the City of Wildomar.

Residents must live within the T.R.A. (tax rate area) boundaries set forth by the Tax Assessors Office. Residency must be verified prior to any pre-need or at need sales.

The Wildomar Cemetery District will not provide services or sell plots to anyone not residing in the district.

An out of district fee will apply to those who purchased plots as residents and now live outside of the district. **(See EXHIBIT I 9, a)**

This fee does not allow non residents to be interred in the Cemetery. See resolution # 3 dated July 1, 2004. **(See EXHIBIT J)**

The Board of Trustees has created and maintains an endowment care fund for the Wildomar District Cemetery.

The Trustees establish rates for the sale of burial rights, endowment care fund deposits and all services performed by the district.

The Trustees shall maintain all records and reports in a safe and secure manner as required by the Health and Safety Code, The County of Riverside and State of California offices.

The Board has agreed that a fee be charged for any checks returned for "lack of sufficient funds" This fee shall be in the amount of \$20 per returned check. In the event our bank account is charged more than \$20 per returned check, then a like amount shall apply to the party initiating the wrongful check.

A one-page listing of specific rules and regulations follows **(See EXHIBIT A)**. This listing is identified as **"RULES AND REGULATIONS"** of the Wildomar Cemetery and requires the signature line of purchaser and witness as well as date of signatures.

Within two weeks of receipt of full payment, the secretary shall mail a properly executed deed to the owner of the plot. **(See EXHIBIT B.)**

The Board of Trustees of the Wildomar Cemetery District has in place rules and regulation policies regarding burials in this Cemetery as they are empowered to do by section 9041 (k) of the Health and Safety code. These policies will be acknowledged by the purchaser when signing Wildomar Cemetery District rules and regulations. Those being.

1. Only one Burial per Plot — There may be exceptions; i.e. hardship, two cremations, or a child cremated atop a parent buried in a full size plot. Board approval required.
2. The Cemetery must be provided 48 hours notice in advance of any interment.
3. The Cemetery is closed on weekends and does not provide any service on those days. Weekends are for visitation only. No exceptions.
4. All fees must be paid in full prior to interment. No interment shall be allowed in a plot that is not entirely paid.
5. No burial shall be permitted in the Cemetery until a properly signed burial permit is delivered to the General Manager or District secretary.
6. No caskets will be opened upon arrival at the Wildomar Cemetery.
7. All services shall be concluded by 12:00 p.m. The Wildomar Cemetery normally operates with only a two man groundskeeper crew. In order for these two men to have enough time to adequately perform the closing of an interment Wildomar Cemetery. District must insist that all services be concluded by 12:00 P.M. (There may be exceptions in the case of Cremation Services). The Wildomar Cemetery District is a special District of the County of Riverside, (a Government Agency) and subject to the State of California Health and Safety Code, which provides penalties and can therefore show no special consideration for Religious or Cultural preferences.
8. Only flat markers laid flush with the ground shall be accepted in this Cemetery. **(See EXHIBIT C)**.

9. No artificial flowers are allowed. Fresh flowers only **(See EXHIBIT C)**.
10. All plots placed "on hold" will remain on hold for a period not to exceed 90 days.
11. All burial services will be conducted in the staging area after 1-1-2006; there will be no graveside services. Committal service concludes in the staging area. No equipment will be moved while there are still mourners in the Cemetery. One witness will be allowed to observe the lowering from a safe distance. That place to be determined by the manager or person in charge of the Burial. Cemetery supplies eight (8) chairs for immediate family, one (1) podium if requested for Clergy.
12. The cemetery only allows Plastic Vaults. **(See A. VAULTS)**.

A. VAULTS

Wildomar Cemetery District allows only vaults made of plastic. Wildomar Cemetery supplies appropriate required vaults at cost to the public. Families or Mortuaries may supply their own plastic vault as long as it meets the minimum test standards (Available on request) as established by the Utah State University —College of Engineering Buried Structures Laboratory and substantiated by C.R.T. Laboratories. **(See EXHIBIT G)**

Wildomar Cemetery District requires plastic vaults for several reasons: some of which are as follows.

1. Wildomar Cemetery provides the same vaults as used by the United States Government at V.A. facilities.
2. Wildomar Cemetery is a member of the Office of Emergency Services and is required to inventory a supply of material in order to perform many funerals in the event of a major disaster. Plastic vaults are easier to store and inventory in large quantities.
3. Plastic vaults require no special or extra equipment to move or place therefore do no damage to the turf or markers when placing as well as reduce the risk of injury to personnel.
4. Our risk management and insurance broker have both advised against the use of concrete products **(See EXHIBIT F)**.

III. EMPLOYMENT POLICIES

A. PERSONNEL POLICY

Every employee is required to fill out the necessary paper work to obtain employment. This includes, but is not limited to the following:

Application form

W-4 form
EED form
1-9 form

In addition, each new employee is required to have two (2) pieces of legal identification, e.g., driver's license, social security card, passport, or equivalent, which will be duplicated and kept in the personnel file

Other necessary employment documents will be filled out by the District Secretary, signed by the employee and forwarded to the proper departments.

An employee reporting for work who is unable to perform his assigned duties in a safe and reasonable manner will not be allowed on the job.

Alcoholic beverages and non-prescription drugs are not allowed on the premises.

Wildomar Cemetery in order to maintain a safe work environment and may require drug testing. Employees in safety-sensitive positions may be subjected to suspicionless testing. All other employees may be tested if there is a reasonable suspicion to believe that the employee is under the influence of drugs or alcohol.

No employee shall be assigned a task without first being properly instructed on the procedures. **(See EXHIBIT H).**

The Wildomar Cemetery District maintains an additional Injury and Illness Prevention Program **(See IIPP Manual).**

B. PERSONAL VEHICLES

A **"Waiver of Liability"** form is required for any individual driving his/her personal vehicle for cemetery business. **(See EXHIBIT D.)**

All California vehicle codes shall be strictly adhered. Each driver must have a valid driver's license on his/her person.

Operators will be held responsible for the condition of his/her vehicle.

No one shall be allowed to jump off or on a moving vehicle. Only the employee is authorized in the use of the vehicle.

All company vehicles must be adequately insured for personal injury and property damage coverage.

No one is allowed to ride in the bed of the dump truck.

C. VACATION

Each employee is required to complete one year of employment prior to being eligible for paid vacation time. Vacation may be accumulated for a two-year period.

<u>Years of Employment</u>	<u>Vacation Accrued</u>
One year	One week
Two years	Two weeks
Five years	Three weeks
10 years	Four weeks

Employee may not take more than four (4) weeks at one time.

Vacation time may be accumulated for an amount earned over the previous two (2) years of employment. Once an employee has reached the two-year accrual limit, no further vacation time will accrue until the employee has used vacation to reduce the accrual limit below the maximum.

D. SICK LEAVE/ PREGNANCY LEAVE

Full-time employees are granted 12 days of sick leave per year. The time is accrued at one day per month and is to be accumulated and may be applied toward retirement credit.

Employees are permitted to use up to fifty percent (50%) of their sick leave accruals to take care of ill spouses and children.

If disabled by pregnancy, childbirth, or related medical conditions, an employee is entitled to take a pregnancy disability leave ("PDL") of up to four months, depending on the period(s) of actual disability. When medically necessary, leave may be taken on an intermittent or reduced work schedule. The District may require certification from a health care provider before allowing a leave for pregnancy. Upon return from leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

E. PERSONAL TIME

No personal time will be allowed if it interferes with scheduling of a funeral. If personal time is requested the day before or the day after any three-day holiday, the Board of Trustees must approve the request. The District Secretary must be notified 24 hours in advance of time off.

F. HOLIDAYS

Unless otherwise specified by the County, the **WILDOMAR CEMETERY DISTRICT** observes 14 holidays each year. Both full- and part-time employees are eligible for paid holidays. Part-time employees are paid for holidays on a pro-rata basis. Employees will only receive holiday pay if they work the day before and the day after a designated paid holiday. The holidays are as follows:

- New Year's Day
- Martin Luther King's Day
- Abraham Lincoln's Day
- George Washington's Day

Memorial Day
July 4
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

G. MILEAGE

Mileage reimbursement is the Federal Government prevailing rate when employee uses his/her vehicle for cemetery business.

H. LEAVE OF ABSENCE

Request for leave of absence forms must be used for vacations, sick leave and personal leave. These forms are to be submitted to the General Manager for approval. The General Manager will submit his/her personal request to the Board of Trustees for its approval. The white copy is to be kept in the respective personnel file, and the yellow copy shall be retained by the employee.

Employees who exceed approved leave time will have excess hours deducted from their vacation or sick leave banks. In the event an employee does not have accrued vacation or sick leave, he or she will be on unpaid status for all hour in excess of approved leave.

I. JURY DUTY

The **WILDOMAR CEMETERY DISTRICT** encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees may request unpaid jury duty leave for the length of absence. If desired, employees may use any available paid time off, e.g., vacation benefits).

Employees must show the jury duty summons to their General Manager as soon as possible so that the General Manager may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either the **WILDOMAR CEMETERY DISTRICT** or the employee may request an excuse from jury duty if, in the General Manager's judgment, the employee's absence would create serious operational difficulties.

The **WILDOMAR CEMETERY DISTRICT** will continue to provide health insurance benefits for a maximum period of 30 calendar days after the unpaid jury duty leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue when the employee returns from jury duty, benefits will again be provided by according to the applicable plans.

Vacation, sick leave and holiday benefits will continue to accrue during unpaid jury duty leave.

J. BEREAVEMENT LEAVE

Employees who wish to take time off due to the death of an immediate family member should notify the General Manager immediately.

Up to three (3) days of paid bereavement leave will be provided to eligible employees.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with the General Manager's approval, use any available paid leave for additional time off as necessary.

The **WILDOMAR CEMETERY DISTRICT** defines "immediate family" as the employee's spouse or registered domestic partner, parent, child, sibling, the employee's spouse's parent, child, sibling, the employee's child's spouse, grandparents or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

K. FLEX MEDICAL/DENTAL REIMBURSEMENT PROGRAM

The **WILDOMAR CEMETERY DISTRICT** offers a flex program to full-time employees. The program reimburses employees up to a maximum of \$1200 per calendar year. This amount is to be accrued quarterly at \$300 per quarter and covers employee and dependents for qualified medical and dental expenses in excess of refunds under any health plan, which may be either carried by the District or carried personally by, said employee or his/her spouse. **(See EXHIBIT E for specific details.)**

L. WORKERS' COMPENSATION INSURANCE

The **WILDOMAR CEMETERY DISTRICT** provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work related injuries or illnesses must inform their supervisors immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. Failure to report a work-related injury or illness will result in discipline, up to and including termination.

Neither the Wildomar Cemetery nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or

athletic activity sponsored by.

M. TIME OFF TO VOTE

The **WILDOMAR CEMETERY DISTRICT** encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours, The **WILDOMAR CEMETERY DISTRICT** will grant up to two (2) hours of paid time off to vote.

Employees should request from their General Manager time off to vote at least two (2) working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the day of or on the first working day following the election to qualify for paid time off.

N. HEALTH INSURANCE

WILDOMAR CEMETERY DISTRICT's health insurance plan provides employees and their dependents access to medical insurance benefits.

At the present time, the **WILDOMAR CEMETERY DISTRICT** provides the eligible employees with the health insurance coverage programs provided by the County of Riverside. The General Manager and/or the District Secretary should be contacted to make arrangements for the employee to read over his/her choices of carrier as well as provide the necessary enrollment forms.

Upon termination of employment, employees may be eligible to continue health insurance benefits on a self-paid basis in accordance with Cal-COBRA.

O. DRUG AND ALCOHOL POLICY

I. Overview

It is the policy of the Wildomar Cemetery District ("Employer") to prohibit its employees from using alcohol or drugs in connection with their employment in order to maintain a work environment free from the effects of drug and alcohol use. Substance abuse can affect job performance, employee and public safety, and the public's perception of the Employer and its operations.

The Employer will be firm in identifying and disciplining those employees who do not voluntarily seek assistance and who continue to use drugs or alcohol in violation of the Employer's policies. The Employer has a significant interest in ensuring the health and safety of its employees. In addition, the Employer has an obligation to the public to ensure its economic health. Finally, the Employer has an obligation to ensure that its employees do not present a safety risk to the public at large. The use of drugs, alcohol, or any other substance which alters an employee's behavior can affect an employee's ability to perform his or her duties safely and effectively, and

increase the potential for accidents, absenteeism, substandard performance, poor employee moral, and can damage the Employer's reputation

II. Definitions

For the purposes of this policy, the following terms shall have the following meanings:

- A. "Alcohol" means any alcoholic beverage as defined in California Business and Professional Code Sections 23000, et seq..
- B. "Reasonable Suspicion" is defined as a good faith belief, based on articulated facts or evidence that a person may be under the influence of alcohol or drugs, while on duty.
- C. "Drug" means any drug, including but not limited to illegal drugs, prescription medications, and/or over-the-counter medications.
- D. "Illegal Drug" means any substance, drug, narcotic, or immediate precursor which may subject an individual to criminal penalties, or a legal drug which has not been legally obtained or is being used in a manner for which it was not prescribed or intended.
- E. "Legal Drug" means any "over-the-counter" drug or prescription drug which has been legally obtained and is being used in a manner, combination and quantity for which it was manufactured, prescribed, or intended.
- F. "On Duty" means the span of time between the time the employee reports for his or her work shift through the time the employee ends duty for the same shift. It also includes any time an employee is on paid on-call or standby duty.
- G. "Under the influence" means that a drug or alcohol is present in the employee's system in any detectable amount that may impair the employee's ability to work safely and efficiently.

III. Policy

- A. On-Duty Use, Being under the Influence, Possession, Distribution, or Manufacture of Drugs or Alcohol
 - 1. Alcohol

The use of alcohol by any employee or being under the influence of alcohol while on duty, while on Employer property is prohibited.
 - 2. Legal Drugs

The use or being under the influence of any legally obtained drug by an employee while performing Employer business, while on Employer property, or while on standby is prohibited to the extent that such use or influence may affect the safety of the employee, co-workers, members of the public; the employee's job performance; or the safe or

efficient operation of the Employer's business. An employee may continue to work, even though under the influence of a legal drug, if management has determined, after consulting with competent medical authority, that the employee does not pose a threat to his or her own safety or the safety of co-workers and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be reassigned to an alternative position, if available, or be required to take a leave of absence or comply with other appropriate action as determined by the Employer.

An employee shall notify his or her supervisor if the employee is using a legal drug which may impair the employee's ability to perform work safely and efficiently. (The employee will not be required to disclose the type of drug or the reason for taking the drug, but the employee may be required to provide verification from his or her doctor or physician that he or she may continue working safely and efficiently while taking the drug. If the employee's doctor or physician cannot verify that the employee can work safely and efficiently while taking the drug, the employee may be placed in an alternative position, if available, or on a leave of absence until the employee is no longer taking the drug in question.)

3. Illegal Drugs

The use, being under the influence, manufacture, distribution, purchase, transfer, or possession of an illegal drug by an employee while on Employer property, while performing Employer business, or while on standby is prohibited.

B. Disciplinary Action

Violation of this policy may result in disciplinary action, up to and including termination, even for a first offense.

C. Searches

The Employer reserves the right to search all places under the common control of the Employer and employees and to enlist the assistance of law enforcement personnel in connection with the enforcement of this policy.

D. Off-Duty Use, Being under the Influence, Possession, Distribution, or Manufacture of Illegal Drugs

Off-duty use, being under the influence, possession, distribution, or manufacture of illegal drugs, will be reviewed on a case by case basis and may result in disciplinary action, up to and including termination, if it impacts the Employer's operations or interests. Factors to be considered when reviewing such off-duty conduct include:

1. Whether the employee's work performance, or the work performance of other employees, is impaired.

2. Whether damage is caused to Employer property or the property of a customer or the general public.
3. Whether the safety of the employee, co-workers, customers, or the general public is jeopardized.
4. Whether confidence in the Employer is undermined because the employee is recognized by others as an employee and such conduct:
 - i. Causes embarrassment to members of the public or other employees or management;
 - ii. Infers mismanagement of Employer affairs or imputes misconduct on the part of other employees or management; or
 - iii. Infers that the Employer condones such conduct.

IV. Reasonable Suspicion Drug and Alcohol Testing

Reasonable Suspicion Drug and Alcohol Testing

The Employer may require a blood test, urinalysis, or other drug and/or alcohol test of those persons reasonably suspected of using or being under the influence of a drug or alcohol at work or when on standby or on-call duty. An employee's consent to submit to such a test is required as a condition of employment, and the employee's refusal to consent may result in disciplinary action, up to and including termination, for even a first refusal or any subsequent refusal.

Only a department manager or higher authority with the concurrence of another supervisor or department manager may request a drug or alcohol test based on reasonable suspicion. The department manager requesting an employee to submit to a drug or alcohol test based on a reasonable suspicion must document in writing the facts constituting reasonable suspicion that the employee in question is using or under the influence of drugs or alcohol.

Employees reasonably believed to be under the influence of drugs or alcohol shall not be permitted to engage in further work. In addition, such employees shall not be permitted to drive themselves from the worksite.

Any employee who has drugs or alcohol in his or her system at the time a drug test is performed based upon a reasonable suspicion shall be subject to disciplinary action, up to and including termination.

V. Department of Transportation and Other Federally Mandated Testing

The Employer will institute and comply with any drug and alcohol testing program mandated by state and federal law, including the Drug-free Workplace Act and the Department of Transportation's testing requirements. These mandates may require employees to undergo testing not specifically covered by this policy.

VI. Compliance with Applicable Laws.

The Employer is committed to complying with all legal requirements, including those imposed by the Americans with Disabilities Act, in the implementation and administration of this policy.

P. POLICY AGAINST WORKPLACE HARASSMENT

Policy Statement.

The District strictly prohibits unlawful harassment. This includes harassment on the basis of sex, sexual orientation, race, color, ancestry, religious creed, handicap or disability, medical condition, age (over 40), marital status, gender identity or any other protected class under applicable law.

Application.

This policy applies to all phases of the employment relationship, including recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.

This policy applies to all employees of the District, including, but not limited to, full- and part-time employees, per diem employees, temporary employees, and persons working under contract for the District.

Harassment Defined.

Harassment may consist of offensive verbal, physical, or visual conduct when such conduct is based on or related to an individual's sex and/or membership in one of the above-described protected classifications, and:

- a. Submission to the offensive conduct is an explicit or implicit term or condition of employment;
- b. Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or
- c. The offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
- d. Examples of what may constitute prohibited harassment include, but are not limited to, the following:
 - (i) Kidding or joking about sex or membership in one of the protected classifications;
 - (ii) Hugs, pats, and similar physical contact;
 - (iii) Assault, impeding or blocking movement, or any physical interference with normal work or movement;
 - (iv) Cartoons, posters, and other materials referring to sex or membership in one of the protected classifications;

- (v) Threats intended to induce sexual favors;
- (vi) Continued suggestions or invitations to social events outside the workplace after being told such suggestions are unwelcome;
- (vii) Degrading words or offensive terms of a sexual nature or based on the individual's membership in one of the protected classifications;
- (viii) Prolonged staring or leering at a person;
- (ix) Similar conduct directed at an individual on the basis of race, color, ancestry, religious creed, handicap or disability, medical condition, age (over 40), marital status, sexual orientation, or any other protected classification under applicable law.

Procedure.

Internal Reporting Procedure:

1. Any employee who believes that he or she has been the victim of sexual or other prohibited harassment by co workers, supervisors, clients or customers, visitors, vendors, or others should immediately notify his or her supervisor or, in the alternative, the Human Resources Director, depending on which individual the employee feels most comfortable in contacting.
2. Additionally, supervisors who observe or otherwise become aware of harassment that violates this policy have a duty to take steps to investigate and remedy such harassment and prevent its recurrence.

External Reporting Procedure:

1. Any employee who believes that he or she has been the victim of sexual or other prohibited harassment by co workers, supervisors, clients or customers, visitors, vendors, or others may file a complaint with the California Department of Fair Employment and Housing ("DFEH"). The phone number for DFEH is located in the phone book under government agencies.

Investigation.

Upon the filing of a complaint with the District, the complainant will be provided with a copy of this policy. The Human Resources Director is the person designated by the District to investigate complaints of harassment. The Human Resources Director may, however, delegate the investigation at his/her discretion. In the event the harassment complaint is against the Human Resources Director, an investigator shall be appointed by the President or the Board of Trustees.

Charges filed with the DFEH are investigated by the DFEH.

Internal Documentation Procedure:

When an allegation of harassment is made by an employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the Human Resources Director.

The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of harassment, witnesses interviewed during the investigation, the person against whom the complaint of harassment was made, and any other person contacted by the investigator in connection with the investigation. The investigator's notes shall be made at the time the verbal interview is in progress. Any other documentary evidence shall be retained as part of the record of the investigation. Upon completion of the investigation, the results shall be given to the complainant, the alleged harasser, and the Human Resources Director.

Based on the report and any other relevant information, the Human Resources Director shall, within a reasonable period of time, determine whether the conduct of the person against whom a complaint has been made constitutes harassment. In making that determination, the Human Resources Director shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question; the context in which the conduct, if any, occurred; and the conduct of the person complaining of harassment. The determination of whether harassment occurred will be made on a case-by-case basis by the Human Resources Director.

Confidentiality.

All records and information relating to the investigation of any alleged harassment and resulting disciplinary action shall be confidential, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary.

Remedies.

Disciplinary Action:

If the Human Resources Director determines that the complaint of harassment is founded, the Human Resources Director shall take immediate and appropriate disciplinary action consistent with the requirements of law and any personnel rules or regulations pertaining to employee discipline. Other steps may be taken to the extent reasonably necessary to prevent recurrence of the harassment and to remedy the complainant's loss, if any.

Disciplinary action shall be consistent with the nature and severity of the offense, the rank of the harasser, and any other factors relating to the fair and efficient administration of the Company's operations.

In the event a complaint is filed with the DFEH, and the DFEH finds that the complaint has merit, the DFEH will attempt to negotiate a settlement between the parties. If not settled, DFEH may issue a determination on the merits of the case.

Where a case is not settled and the DFEH finds a violation to exist, it can prosecute the charging party's case before the Fair Employment and Housing Commission ("FEHC"). Legal remedies available through DFEH and FEHC for a successful claim by an applicant, employee, or former employee include possible reinstatement to a former job; award of a job applied for; back pay; front pay; attorneys' fees; and under appropriate circumstances, actual damages and/or administrative fines.

In the alternative, DFEH may grant the employee permission to withdraw the case and pursue a private lawsuit seeking similar remedies.

Retaliation.

Retaliation against anyone for opposing conduct prohibited by this policy or for filing a complaint with or otherwise participating in an investigation, proceeding or hearing conducted by the District, DFEH, or FEHC is strictly prohibited and may subject the offending person to, among other things, disciplinary action, up to and including, termination of employment.

Employee Obligation.

Employees are not only encouraged to report instances of harassment; they are obligated to report instances of harassment.

Employees are obligated to cooperate in every investigation of harassment, including, but not necessarily limited to:

Coming forward with evidence, both favorable and unfavorable to a person accused of harassment; and

Fully and truthfully making a written report or verbally answering questions when required to do so during the course of a Company investigation of alleged harassment.

Knowingly, falsely accusing someone of harassment or otherwise knowingly giving false or misleading information in an investigation of harassment shall be grounds for disciplinary action, up to and including, termination of employment.

Q. POLICY AGAINST WORKPLACE-RELATED VIOLENCE

The District will not tolerate workplace related violence or threats of workplace related violence of any type. Thus, any act or threat of workplace related violence against a co worker, customer, or any other individual will lead to discipline, up to and including termination of employment.

Conduct prohibited under this policy includes, but is not limited to:

- Physical assaults;
- Verbal abuse or threat (oral or in writing);
- Physical gestures or other actions intended to threaten, intimidate, or coerce another person;
- Harassment;
- Sabotage of equipment or other property;
- Bomb threats or similar activities;
- Menacing or inappropriately aggressive behavior towards another person;
- Stalking;
- Possession of a weapon.

These rules apply at any time an employee is on duty, on District premises, or otherwise acting in connection to the employee's employment with the District.

In addition to taking disciplinary action against an employee engaging in prohibited conduct under this policy, the District will take aggressive legal action against any employee that engages in workplace related violence or constitutes a threat of workplace related violence.

Any employee that feels that he or she has been the victim of workplace related violence or threat of workplace related violence is expected to report such to the employee's supervisor or any other supervisory or management employee immediately. Further, any employee that has knowledge of an incident of workplace related violence or a threat of workplace related violence must report such to his or her immediate supervisor or any other supervisory or management employee immediately.

R. EMPLOYEE CONDUCT

All employees are expected to conduct themselves in an appropriate manner for the circumstances in which they are working. Misconduct will not be tolerated and may lead to discipline or termination of employment.

The District reserves its right to use discretion in deciding when and how discipline is imposed. No formal system, procedure or proof of cause is required.

Following is a list of typical violations of District rules and regulations, but these are only examples:

- Unauthorized or excess absence or tardiness;
- Failure to report absences from work or failure to return immediately

from authorized leave; - Failure to follow the instruction of a supervisor, manager, or other proper authority;

- Disorderly conduct on District premises or while on duty elsewhere, such as, but not limited to, fighting and use of abusive or threatening language;

- Possession, using, receiving, distributing, or being under the influence of an alcoholic beverage or drug;

- Falsifying or altering District records, including, but not limited to, employment, medical, or paycheck records, job cards, requests for employee benefits, and permitting one's time card to be recorded by another employee;

- Thefts of, unauthorized possession of, or harm to, District or personal property;

- Dishonesty of any type;

- Violation of safety rules;

- Unauthorized removal of District documents, records, or other property;

- Indecent conduct;

- Negligent or careless performance of duties;

- Failure to maintain proper standards of efficiency, workmanship, or production;

- Unauthorized posting of any literature, poster, handbills, petitions, or any other notices on District premises;

- Failure to observe work schedules or assignments;

- Unauthorized personal use of District phone or other District property; - Unauthorized departure from job, department, or District premises;

- Engaging in or failure to withdraw from outside activities or interests which conflict with, detract from, or adversely affect the interest of the District;

- Loitering or sleeping on the job;

- Gambling on District premises or while on duty elsewhere;

- A personal appearance or mode of dress that is unconventional to the point of being detrimental to the business environment of the District.

S. DISTRICT AND PERSONAL PROPERTY

Desks, file cabinets, lockers, credenzas and furniture, computers and printers, and other property are District property and must be maintained accordingly. They must be kept clean and are to be used only for work related purposes. The District reserves the right to access and/or inspect all District property, without notice to the employee and/or in the employee's absence. Personal locks are not permitted on desks, cabinets, and lockers or other items that lock. The District will provide you with locks, keys, and other locking devices, where appropriate, and reserves the right to access such locked items.

Voice-mail and/or electronic mail (e-mail) are to be used for business purposes only. The District reserves the right to listen to voice-mail messages and to access e-mail messages to ensure compliance with this rule, without notice to the employee and/or in the employee's absence.

It may be necessary to assign and/or change passwords and personal codes for the voice-mail and computer. These items are to be used for District business, and they remain the property of the District. The District may keep a record of all passwords and codes used and/or may be able to override any such password system.

Prior authorization must be obtained before any District property may be removed from the premises.

For security reasons, employees should not leave personal belongings of value in the workplace.

Terminated employees should remove any personal items at the time they leave the District. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination.

JOB DESCRIPTION

GENERAL MANAGER

Description

The City Manager for the City of Wildomar or his or her designee shall serve as the General Manager of the District. Serves as the Executive Officer of the District and for the Board of Trustees. The General Manager is directly responsible to the Board of Trustees for implementation and adherence to the Board policies, rules and regulations.

Duties and Responsibilities:

1. Supervises the overall program of maintenance, construction and beautification of the District grounds and facilities.
2. Plans and carry out the short, medium, and long term work programs for the District.
3. Ensures internal District policies and procedures are implemented and recommends revision of personnel policies and procedures to the Board of Trustees.
4. Makes arrangement for funeral services with general public and funeral directors.,
5. Plans and directs internal supportive services for organizational effectiveness and efficiency.
6. Maintains records of maps in connection with funeral services, sale of plots and other District services.
7. Prepares certificates of interment rights.
8. Assists with burials as needed.
9. Manages recordkeeping and filing systems, mail distribution, office supply inventory, phone systems and office equipment.
10. Responsible for accounting function of District and has knowledge of specialized accounting techniques.
11. Analyzes and interprets accounts payable. Prepares warrants and checks for same.
12. Prepares annual District budget
13. Receives cash for sales and services; maintains accurate records and prepare deposits.
14. Handles petty cash transactions
15. Maintains special cost accounts and prepares financial reports.
16. Monitor water usage and determine where cost saving coverage can be made.
17. Prepares Board meeting agenda and monthly reports of District activities.

18. Attends all Board of Trustee meeting and prepares Board minutes for approval.
19. Participates in posting procedures.
20. Performs the recruiting, screening and hiring of potential employees.
21. Analyzes the classification and salary and fringe benefit program and presents recommendations to the Board of Trustees for updating annually.
22. Completes annual reviews of all employees.
23. Develops training and safety programs.
24. Investigates complaints and inquires concerning the District.
25. Completes other administrative duties assigned by the Board of Trustees.
26. Other duties as assigned by the Board of Trustees.

Employment Standards; Knowledge of:

1. Principles, problems and methods of public administration including organization, personnel and fiscal management.
2. Office management principles, methods and procedures.
3. State and local laws and regulations relating to the operation of a public Cemetery District.
4. Occupational Safety & Health Administration (OSHA)
5. Principles of employee supervision and training.

Must have the Ability to:

1. Plan, layout, and coordinate and control through staff the maintenance and operation of a medium Cemetery District.
2. Analyze and solve problems of organization and management.
3. Prepare reports and make recommendations for setting District policies.
4. Train and supervise the work of personnel.
5. Establish cooperative and effective working relations with staff, public groups and organizations, trustees and other governmental agencies.
6. Analyze and interpret fiscal and accounting records and data and prepare reports.
7. Devise and implement new and improved accounting and record keeping procedures.
8. Secure an annual outside audit.

9. Speak and write effectively.
10. Must possess a valid California Driver's License and have an acceptable driving record.

JOB DESCRIPTION

MAINTENANCE/OPERATIONS MANAGER

Description

Plans, organizes, directs, and controls the activities of the District's maintenance and operations including preventative maintenance, repair and rehabilitations. Enforces safety regulations; supervises and directs the work of the facilities/grounds maintenance personnel in the construction, repair and cleaning of District property/infrastructure.

Duties and Responsibilities:

1. Adheres to and enforces state and local laws and District regulations relating to the operation of the District Cemeteries.
2. Supervises and participates in the maintenance and upkeep of the lawn, shrubs, trees, streets and building.
3. Supervises and participates in digging graves and setting up equipment for funeral services.
4. May assist in selling interment plots and maintain maps and record of same.
5. May assist in maintaining records of cash received for sales and services
6. Ensures gates are opened and locked at the appointed times 365 days per year.
7. Maintains ground crew employee time records.
8. Picks up supplies and materials as needed.
9. Maintains and makes minor repairs and maintenance of equipment.
10. Maintains and makes repairs to sprinkler systems.
11. Prepares work assignments, inspects work in progress and upon completion.
12. Provides safety training for grounds crew.
13. Keeps General Manager and Board of Directors informed of cemetery operations, including status of projects and problems.
14. Trains employees as necessary for grounds management.
15. Maintains a list of capital equipment, including a repair and replacement schedule.
16. Ensures and assists in the correct placement and procedures to install grave liners and vaults.
17. Ensures and assists in the correct set up of lowering device, chairs and staging area for funeral services.

18. Ensures and assists in the correct location of graves and makes grave layouts.
19. Ensures the correct placement and assists in setting of markers and monuments.
20. Prepares and maintains an annual and monthly schedule of equipment and grounds maintenance.
21. Other duties as assigned by the General Manager.

Employment Standards; Knowledge of:

1. Full and comprehensive knowledge of cemetery laws as outlined in the California Health and Safety Code.
2. Cemetery District rules and regulations.
3. Proper methods of planting, cultivating and caring for trees, shrubs, flowers and grasses.
4. General maintenance of buildings and grounds.
5. Materials, equipment and practices involved in grave layout, opening and closing.
6. Safe work practices.
7. Must possess a valid California Driver's License and have an acceptable driving record.

Must have the Ability to:

1. Recognize and take proper precautions against plant and insect diseases and pests.
2. Develop plans for drought tolerant grass, trees, shrubs and flowers.
3. Operates and supervises the operation of all types of ground maintenance and cemetery equipment.
4. Perform heavy manual labor.
5. Plans and supervises the work of others including the Sheriff's Work Release Program laborers
6. Understands and implements out oral and written instructions.
7. Work cooperatively with others.
8. Establishes and maintains good public relations.

JOB DESCRIPTION

GROUNDS WORKER

Description

Under the general supervision of the Maintenance/Operations Manager, or other designated cemetery staff, performs a variety of semi-skilled and skilled tasks in the maintenance, constructions and beautification of cemetery grounds, buildings and other facilities and equipment. Opens and closes graves and completes related work as required.

Duties and Responsibilities:

1. Plants, transplants, removes, fertilizers, waters, cultivates and sprays flowers, shrubs and trees; mows, trims, waters and fertilizers lawns.
2. Prunes and sprays trees.
3. Operates and maintains all types of mowers and turf maintenance equipment.
4. Cleans and performs minor repairs to cemetery buildings and related facilities.
5. Operates trucks and other construction, maintenance and beautification equipment used in cemetery operation.
6. Keeps tools and equipment in clean and safe working conditions.
7. Helps install and repair sprinkler systems.
8. Assists in setting of markers and monuments.
9. Operates tamper and compressor, small tractors, vault trailer, backhoe and a variety of hand tools used in the opening and closing graves.
10. Helps install grave liners and vaults.
11. Helps set up lowering device, chairs and staging area for funeral services.
12. Assists in the location of graves and makes grave layouts.
13. Perform other duties as assigned.

Employment Standards; Knowledge of:

1. Construction and maintenance material, procedures and equipment with particular reference to cemetery operations.
2. Methods, tools, techniques and supplies in gardening and cemetery maintenance work.
3. Methods, tools, techniques and supplies used in the opening and closing of graves.
4. Basic characteristics of plant pests and diseases and techniques for their control.

5. Safe work practices.

Must have the Ability to:

1. Perform semi-skilled or skilled tasks in the maintenance, construction and beautification of cemetery grounds, buildings and other facilities.
2. Operate, service, and maintain a variety of grounds maintenance, a grave opening/closing and construction equipment.
3. Perform heavy manual labor.
4. Understand and carry out oral and written directions.
5. Work cooperatively with others.

Requirement:

1. Must possess a valid California Driver's License and have an acceptable driving record.

EXHIBIT A

RULES AND REGULATIONS

In compliance with the laws of California, burials limited to current residents, former residents who purchased plots while still residing in the **WILDOMAR CEMETERY DISTRICT** and those who have family members currently interred. Non-residents may apply to the nearest cemetery district for burial if they do not live in a cemetery district and there is no private cemetery within a 15-mile radius. A non-resident fee will apply.

The price of plots shall be determined by the Board of Trustees. The Board of Trustees will make a replacement plot available if the originally purchased plot is no longer usable. Within two weeks of receipt of full payment, the District Secretary will mail a properly executed deed to the Owner of the plot.

The Owner of a plot shall not resell or transfer any part of, or the whole of his/her plot to any other person without first obtaining permission of the Board of Trustees. Plots may be sold back to the **WILDOMAR CEMETERY DISTRICT**. The endowment fee is non-refundable.

1. Only one burial per plot is allowed.
2. The cemetery must be provided 48 hours notice in advance of any interment.
3. The cemetery is closed on weekends and does not provide any service on those days. Weekends are for visitation only. No exceptions.
4. All fees must be paid in full prior to interment. No interment shall be allowed in a plot that is not entirely paid.
5. No burial shall be permitted in the cemetery until a properly signed burial permit is delivered to the General Manager or District Secretary.
6. No caskets will be open at graveside service.
7. All services shall be concluded by 12:00 p.m.
8. Only flat markers, laid flush with the ground, shall be accepted in this cemetery. Please have your marker company contact the cemetery to confirm regulation size and requirements.
9. No artificial flowers are allowed: Fresh cut flowers only.
10. All plots placed "on hold" will remain on hold for a period of 90 days.
11. The Cemetery only allows plastic Vaults.
12. All burial services will be conducted in the staging area after 1-1-2006; there will be no graveside services.

The Board of Trustees does hereby reserve the right to exclude or remove any headstone,

marker, monument or other structure, tree, plant or any object it shall consider in any way objectionable or detrimental to the appearance of the cemetery.

Except by order of the Court, no disinterment shall be allowed except on written authority of the plot owner. The reopening of a grave must be paid in advance. In case of disinterment, all required permits and fees must be executed and paid and delivered to the General Manager.

The above **RULES AND REGULATIONS** are in effect as of January 1, 2006November 9, 2011 and are subject to change as deemed necessary by the Board of Trustees.

I have read and understand the above.

Signature

Date

Witness

Date

EXHIBIT B

[SAMPLE] CERTIFICATE OF BURIAL RIGHTS

KNOW ALL MEN BY THESE PRESENTS THAT for and in consideration of the sum of \$_____ paid by (name) , (address) , (state and zip) , receipt of which is hereby acknowledged, the **WILDOMAR CEMETERY, STATE OF CALIFORNIA**, hereby sells and transfers to _____, **BLOCK ____**, **PLOT ____**, as a place of interment for the human dead, a parcel of land in the **WILDOMAR CEMETERY** situated in said District described as follows, to-wit: **WILDOMAR CEMETERY DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

Provided, however, that the Rights granted pursuant to this deed are subject to the following provisions: No transfer shall be made by the Grantee hereunder to any other person or corporation without prior written approval of the Cemetery District Board of Trustees.

THIS CERTIFICATE does not convey title but only transfers the right to the perpetual use and occupancy of the said parcel for burial purposes.

SAID USE AND OCCUPANCY shall be in strict conformity to the laws of the State of California, and the rules and regulations of the **WILDOMAR CEMETERY DISTRICT** now in effect or that may hereafter be adopted.

IN WITNESS WHEREOF, the **WILDOMAR CEMETERY DISTRICT** has caused its name to be subscribed by _____, _____ and _____, Trustees of the said **WILDOMAR CEMETERY DISTRICT**, this ____ Day of _____, 20__.

WILDOMAR CEMETERY DISTRICT

By: _____
 [name]
 District Secretary

EXHIBIT C

WILDOMAR CEMETERY DISTRICT

POLICY ON FLOWERS

The setting of artificial flowers and miscellaneous items, such as pinwheels, wind chimes, lawn ornaments, etc., detract from the natural pastoral setting that **Wildomar Cemetery** strives to maintain. None of the above is allowed: Fresh flowers only.

POLICY ON MARKERS

As per the Health and Safety Code No. 9052(b). I/we agree to place a marker observing the following specifications as set forth by The **Wildomar Cemetery**:

	<u>All Granite</u>	<u>With 3" Border</u>
Single	16" X 28"	12" X 24"
Double	16" X 28"	12" X 24"
Cremation	12" X 18"	6" X 12"
Infant	12" X 18"	6" X 12"

All markers must have a lawn mower proof edge (L.M.P. 1/2 inch radius bullnose). No delivered marker will be accepted without appropriate setting fee.

Acknowledged and Agreed to:

Signature

Date

Signature

Date

EXHIBIT D
WILDOMAR CEMETERY DISTRICT
WAIVER OF LIABILITY

I, _____, an employee of The WILDOMAR CEMETERY DISTRICT, is hereby authorized to use my personal vehicle for cemetery business. Any and all passengers are strictly forbidden and negate cemetery liability for both personal injury and property damage.

Employee Signature

Date

Trustee Signature

Date

EXHIBIT E
WILDOMAR CEMETERY DISTRICT
THE FLEXIBLE MEDICAL/DENTAL REIMBURSEMENT
PROGRAM

The general classes of covered expenses under this program are as follows:

- Nursing Care
- Hospitalization
- Psychiatric Care
- Physicians' and Dentists' Bills
- Drugs and Medicines
- Medical Related Transportation

Included in the foregoing, but not by way of limitation, will be all medical and dental expenses, including hospital expenses, both room and board and special hospital services; surgical expenses; diagnostic X-rays; prenatal and maternity expenses; infant care in hospital; services of registered nurses, in or out of the hospital; rental of equipment for therapeutic use, in or out of the hospital; artificial limbs or other prosthetic appliances; diagnostic laboratory procedures; drugs and medicines requiring prescriptions; oxygen; anesthesia; blood and plasma; X-ray and radium treatments; local professional ambulance services; psychiatric treatment; dental care, surgery and appliances; professional chiropractic and acupressure services; eye glasses, hearing aids and examinations thereof.

The reimbursement program may be applied to amounts in excess of the said deductibles.

This program will terminate upon the termination of the employment unless terminated sooner by letter from the Board of Trustees, providing thirty (30) days' notice thereof.

All qualified expenses should be accompanied by a statement verifying the amounts to be reimbursed to the employee.

Statements should be submitted the first working day of the month following the month in which the incident occurred. Reimbursement will be made once monthly, e.g., the day after the Board meets for its regular first Thursday meeting.

CITY OF WILDOMAR CITY COUNCIL
Agenda Item #1.2
CONSENT CALENDAR
Meeting Date: November 9, 2011

TO: Mayor and City Council Members
FROM: Gary Nordquist, Assistant City Manager
SUBJECT: Warrant and Payroll Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated October 13, 2011 in the amount of \$381,805.29;
2. Warrant Register dated October 20, 2011 in the amount of \$6,961.26;
3. Warrant Register dated October 27, 2011 in the amount of \$218,177.64;
4. Payroll Register dated October 28, 2011 in the amount of \$40,978.00.

DISCUSSION:

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

FISCAL IMPACT:

These Warrant and Payroll Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2011-12 Budget.

Submitted by:

Approved by:

Gary Nordquist
Assistant City Manager

Frank Oviedo
City Manager

ATTACHMENTS:

Voucher List 10/13/2011
Voucher List 10/20/2011

Voucher List 10/27/2011
Payroll Warrant Register October 28, 2011

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10/13/2011 2:24:07PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200783	10/13/2011	000033 AMERICAN FORENSIC NURSES	60440		BLOOD DRAW	164.32
			60455		BLOOD DRAW	164.32
			60531		BLOOD DRAW	82.18
			80570		BLOOD DRAW	41.08
			60588		BLOOD DRAW	123.24
					Total :	575.12
200784	10/13/2011	000007 ANIMAL FRIENDS OF THE VALLEY,, INC. AUG11			ANIMAL CONTROL SRVCS AUG 201	5,600.00
					Total :	5,600.00
200785	10/13/2011	000318 COLGAN CONSULTING CORPORATION 2		0000033	DIF STUDY SEPTEMBER 2011	3,625.00
					Total :	3,625.00
200786	10/13/2011	000011 CR&R INC.	0254472		DISPOSAL FEE 9/7/11	44.35
					Total :	44.35
200787	10/13/2011	000036 DATAQUICK	B1-1977886		CODE ENF. SOFTWARE 9/1/11-9/30	150.00
					Total :	150.00
200788	10/13/2011	000334 DUSK, LLC C/O KENNEDY WILSON, PRC 101111			CITY HALL LEASE OCT 2011	10,114.56
					Total :	10,114.56
200789	10/13/2011	000022 EDISON	10411		CSA 103 ELECTRICAL 9/1-10/1/11	33.64
			10411A		ZONE 73-LMD 89-1 ELECTRICAL 9/1	83.36
			10511		CITY LAMPS ELECTRICAL 9/1-10/1/11	375.98
			10511A		CSA 22 ELECTRICAL 9/1-10/1/11	3,014.41
			10511B		CSA 103 ELECTRICAL 9/1-10/1/11	13,388.41
			10611		CSA 142 ELECTRICAL 9/1/11-10/1/11	2,012.63
					Total :	18,908.43
200790	10/13/2011	000197 GOVERNMENT FINANCE OFFICERS, AS: 0181698			MEMBERSHIP RENEWAL 12/1/11-11	250.00
					Total :	250.00
200791	10/13/2011	000016 INNOVATIVE DOCUMENT SOLUTIONS 108075			CONTRACT COPIER SRVCS 9/1-9/3	267.05
					Total :	267.05
200792	10/13/2011	000048 MURRIETA LOCK AND SAFE, INC.	5043		REPLACE BATTERIES IN SAFE /CU	125.00

Page: 1

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10/13/2011 2:24:07PM

Voucher List
City of Wildomar

Page: 2

Bank code : wf

Voucher	Date	Vendor	invoice	PO #	Description/Account	Amount
200792	10/13/2011	000048	000048 MURRIETA LOCK AND SAFE, INC. (Continued)			Total : 125.00
200793	10/13/2011	000018	ONTRAC	7242730	OVERNIGHT DELIVERY SERVICES	16.80
						Total : 16.80
200794	10/13/2011	000042	PV MAINTENANCE, INC.	005-125 005-126	CONTRACTUAL SERVICES AUG 20 CONTRACTUAL SERVICES SEPT 20	103,167.56 59,897.33
						Total : 163,064.89
200795	10/13/2011	000289	RIVERSIDE SHERIFFS DEPARTMENT	SH0000017602	CONTRACT LAW ENF 7/28-8/24/11	178,456.38
						Total : 178,456.38
200796	10/13/2011	000020	VERIZON	10111 10111A	TELEPHONE CHARGES 10/1-10/31/ OFFICE TELEPHONE CHARGES 10.	35.63 572.08
						Total : 607.71
14 Vouchers for bank code : wf						Bank total : 381,805.29
14 Vouchers in this report						Total vouchers : 381,805.29

Page: 2

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10/20/2011 1:53:32PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
200797	10/20/2011	000312 ADAME LANDSCAPE, INC.	43871	0000035	MONTHLY LANDSCAPE MAINT. OC	125.00	
					Total :	125.00	
200798	10/20/2011	000031 AFLAC, REMITTANCE PROCESSING, CE 374674			MEDICAL INS. BENEFITS NOV 2011	475.45	
					Total :	475.45	
200799	10/20/2011	000058 DEPARTMENT OF JUSTICE	870249		BLOOD ALCOHOL ANALYSES AUG :	105.00	
					Total :	105.00	
200800	10/20/2011	000027 DIRECTTV	16230535451		CABLE SERVICES 10/12/11-11/11/11	86.99	
					Total :	86.99	
200801	10/20/2011	000012 ELSINORE VALLEY MUNICIPAL, WATER	5173189		WATER SRVCS MARN 9/14/11-9/30/11	2,508.82	
					Total :	2,508.82	
200802	10/20/2011	000304 JOE A. GONSALVES & SON	2807	0000024	CONTRACTUAL CONSULTING SRV	3,000.00	
					Total :	3,000.00	
200803	10/20/2011	000185 PITNEY BOWES	10611		POSTAGE METER REFILL 9/23/11	500.00	
					Total :	500.00	
200804	10/20/2011	000025 WILLETTE, PAULA	101711		CFED CONFERENCE REIMB- TRAV	160.00	
					Total :	160.00	
6 Vouchers for bank code : wf						Bank total :	6,961.26
8 Vouchers in this report						Total vouchers :	6,961.26

Page: 1

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10/27/2011 12:46:52PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200805	10/27/2011	000080 BURKE, WILLIAMS AND SORENSON,, LL	150204		LEGAL FEES SEPT 2011	30,927.28
					Total :	30,927.28
200806	10/27/2011	000081 CALIFORNIA BUILDING STANDARDS, CC	102411		BLDNG STANDARDS ADMIN FEE 7/	83.36
					Total :	83.36
200807	10/27/2011	000002 CRYSTAL CLEAN MAINTENANCE	1103		JANITORIAL SERVICES NOV 2011	698.00
					Total :	698.00
200808	10/27/2011	000082 DEPARTMENT OF CONSERVATION, DIVI:	102411		SMIP FEES JUL - SEPT 2011	266.26
					Total :	266.26
200809	10/27/2011	000059 DIAMOND W. EVENTS, INC.	10/27/2011		CONTRACTUAL SERVICES OCT 20	5,000.00
					Total :	5,000.00
200810	10/27/2011	000022 EDISON	101811		ELECTRICAL SERVICES 7/18-10/12	3,152.15
					Total :	3,152.15
200811	10/27/2011	000077 EXEC-U-CARE	102211		MEDICAL INSURANCE NOV 2011	360.66
					Total :	360.66
200812	10/27/2011	000024 GUARDIAN	101711		DENTAL/ VISION BENEFITS NOV 20	1,217.86
					Total :	1,217.86
200813	10/27/2011	000040 IMAGE PRINTING SYSTEMS	320719		BUSINESS CARDS - PLANNER	72.46
					Total :	72.46
200814	10/27/2011	000072 INTERWEST CONSULTING GROUP	11596 CALGIS-51711		CONTRACTUAL SERVICES AUG 20 CAL GIS REIMBURSEMENT	133,819.52 429.08
					Total :	134,248.60
200815	10/27/2011	000335 MOSS, SHANNON	1		SEWING CLASS 9/1-10/20/11	326.00
					Total :	326.00
200816	10/27/2011	000149 RIVERSIDE COUNTY EXECUTIVE, OFFIC	2011-01 201103WIL		ANIMAL SHELTER MISC EXPENSE ANIMAL SHELTER SHELTERING SR	809.78 11,140.72

Page: 1

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10/27/2011 12:46:52PM

Voucher List
City of Wildomar

Page: 2

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200816	10/27/2011	000149	000149 RIVERSIDE COUNTY EXECUTIVE, O (Continued)			Total : 11,950.50
200817	10/27/2011	000249	STI, INC. TRUCKING & MATERIALS 11-302-4	0000029	SIDEWALKS TO SCHOOLS (SR2S)!	29,874.51
						Total : 29,874.51
						Bank total : 218,177.64
						Total vouchers : 218,177.64

Page: 2

City of Wildomar
Payroll Warrant Register
October 28, 2011

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
10/14/2011	Payroll People	9/24-10/7/11 Staff	19,813.50
10/28/2011	Payroll People	10/8-10/21/11 Staff and council	21,164.50
		TOTAL	40,978.00

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.3
CONSENT CALENDAR
Meeting Date: November 9, 2011

TO: Mayor and City Council Members
FROM: Gary Nordquist, Assistant City Manager
SUBJECT: Claim Rejection for Damages Against the City of Wildomar.

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council reject the claim made by Elizabeth Wales and direct Staff to notify the claimants.

BACKGROUND/DISCUSSION:

This claim was received by the City of Wildomar and reviewed by the City's Claim Administrators and City Attorney. The claim documents are attached.

Submitted by:

Approved by:

Gary Nordquist
Assistant City Manager

Frank Oviedo
City Manager

ATTACHMENTS:

E. Wales Claim No. 04-2011

Attachment A

E. Wales, Claim No. 04-2011
Claim for Money or Damages against the
City of Wildomar, Received 9-22-2011

EMAIL TO 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

Claim No. _____
RECEIVED
SEP 22 2011
WILDOMAR CITY CLERKS OFFICE

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: Chris Wales Father of Elizabeth Wales
Post Office Address: [REDACTED]

2. Post Office address to which the person presenting the claim desires

Name of addresses: [REDACTED] Telephone: [REDACTED]
Post Office Address: [REDACTED]

3. The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.

Date of occurrence: 6/3/11 Time of occurrence: Approx. 2:30 pm
Location: Malna O'Brien Park - 20505 Palomar ST.

Circumstances giving rise to this claim: My daughter Elizabeth Wales was hit in the head by a softball while walking to the car. The softball was hit during a Wildomar Little League Softball game. Elizabeth was not a participant in the game.

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.

Ambulance Bill of 598.50 - See Attached

5. The name of names of the public employee or employees causing the injury, damage, or loss, if known.

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.

Amount Claimed and basis for computation: 598.50

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):

Chris Wales Father [REDACTED]

Elizabeth Wales [REDACTED]

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

Chris Wales [REDACTED]

Elizabeth Wales [REDACTED]

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

Caroline Oursler [REDACTED]

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:

Ambulance - American Medical Response - 800-424-6171 - See Attached

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.:

Telephone:

Address:

Insurance Policy No.:

Insurance Broker/Agent:

Telephone:

Address:

Claimant's Veh. Lic. No.:

Vehicle Make/Year:

Claimant's Drivers Lic. No.:

Expiration:

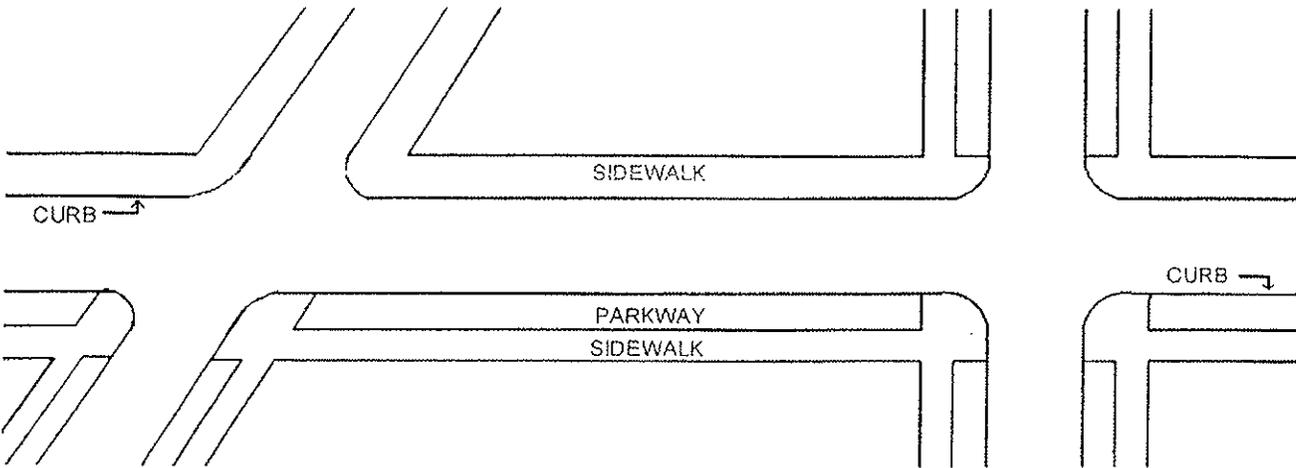
If applicable, please attach any repair bills, estimates or similar documents supporting your claim.

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:

Date:

9-20-11

INVOICE

AMERICAN MEDICAL RESPONSE
 20101 Hamilton Ave Suite 300
 Torrance, CA 90502

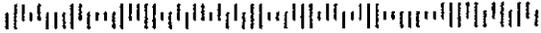
TRIP # [REDACTED] ACCT # [REDACTED]
 PATIENT NAME ELIZABETH WALES
 DATE OF SERVICE 06/03/2011
 AMOUNT DUE 598.50 DUE DATE 09/18/2011

10Z 2568571 00 00005594 00009903
 5594 1 AT 0.365

CAMERON WALES - mother
 [REDACTED]

REMIT PAYMENT TO:

AMERICAN MEDICAL RESPONSE
 P O BOX 30410
 LOS ANGELES, CA 90030-9818



PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT OR PROVIDE CREDIT CARD OR INSURANCE INFORMATION ON THE REVERSE SIDE.

PATIENT NAME	ACCOUNT NO.	TRIP NO.	INVOICE DATE
ELIZABETH WALES	[REDACTED]	[REDACTED]	08/29/2011
DATE OF SERVICE	SERVICE FROM	SERVICE TO	
06/03/2011	20505 PALOMAR ST	INLAND VALLEY MEDICAL CENTER	

IMPORTANT MESSAGES

Your insurance has denied payment for this transport. The balance due is now your responsibility. Please send your payment in full today. If you have any questions please contact our Customer Service Department at (800)424-6171. Thank you.

CODE	DESCRIPTION	UNITS	UNIT CHARGE	TOTAL CHARGE
A0427	ALS EMERGENCY	1	1,174.00	1,174.00
A0425	MILE URBAN	5	32.50	162.50
A0999	NIGHT CHARGE	1	152.00	152.00
	*** PAYMENTS ***			890.00

TOTAL CHARGES DUE

598.50

SEE REVERSE SIDE FOR INSURANCE INFORMATION

Send billing inquiries to: AMERICAN MEDICAL RESPONSE

20101 HAMILTON AVE SUITE 300 • TORRANCE, CA 90502

Phone Number: 1-800-424-6171

Keep this portion for your records

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: November 9, 2011

TO: Mayor and City Council Members
FROM: Tim D'Zmura, Public Works Director
SUBJECT: Unpaved Roadways Update

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council receive and file the report regarding unpaved roadway maintenance.

BACKGROUND:

Many older subdivisions within the City of Wildomar that were developed prior to incorporation did not construct roadways to the County of Riverside standards. Roadways that were not constructed to the County of Riverside standards were not accepted into the publicly maintained roadway network. As a result, these roads remained private; and many of them remained unpaved. In terms of maintenance, these roads can be divided into four categories:

1. Public, Paved.
 - City right of way
 - City legally obligated by the Streets and Highways Code to maintain.
 - Maintenance primarily funded by state gasoline excise tax (approximately \$0.02 per gallon).
 - Constructed to engineering standards that existed when the road was constructed
 - Improved with asphalt or concrete paving.
2. Public, Unpaved.
 - City right of way
 - City legally obligated by the Streets and Highways Code to maintain.
 - Maintenance primarily funded by state gasoline excise tax.
 - Not constructed to any engineering standard.
 - Unimproved dirt road.
3. Private, Paved
 - Right of way not granted to the City.
 - The City is prohibited from spending public funds on private property.
 - Maintenance funded by property owners.
 - Possibly constructed to an engineering standard.

- Improved with asphalt or concrete paving.
4. Private, Unpaved
- Right of way not granted to the City.
 - The City is prohibited from spending public funds on private property.
 - Maintenance funded by property owners.
 - Not constructed to any engineering standard.
 - Unimproved dirt road.

A table showing a summary of public, private, paved, and unpaved roads within the City of Wildomar is shown below.

Type	Public		Private		Subtotal	
	Percent	Miles	Percent	Miles	Percent	Miles
Paved	66%	121.1	5%	9.1	71%	130.2
Unpaved	3%	6.4	26%	47.1	29%	53.5
<i>Total</i>	<i>69 %</i>	<i>127.5</i>	<i>31%</i>	<i>56.2</i>	<i>100%</i>	<i>183.7</i>

Cottonwood Canyon Road and Lost Road essentially account for all of the public unpaved mileage.

Routine Maintenance

The City's roadway maintenance activities can be divided into two broad categories: Routine Maintenance and Capital Programs. Routine Maintenance covers the day to day work the City forces do to keep the roadway network functioning. Capital Programs are intended to replace and rehabilitate existing infrastructure or make changes to meet safety needs.

Last year the City's budget for routine maintenance of the public roadway network was \$305,000. Of this amount, \$284,000 was spent on paved roads, and \$21,000 was spent on unpaved roads. For the last three years, the City has budgeted \$270,000, \$305,000, and \$305,000 for routine maintenance. A comparison of the routine maintenance budget for the last three fiscal years is shown in the table below.

Type	FY 09-10	FY 10-11	FY 11-12
Public, Paved	\$250,000	\$283,500	\$283,500
Public, Unpaved	\$20,000	\$21,500	\$21,500
Private, Paved	\$0	\$0	\$0
Private, Unpaved	\$0	\$0	\$0
<i>Total</i>	<i>\$270,000</i>	<i>\$305,000</i>	<i>\$305,000</i>

For the first quarter of the current fiscal year, the City has spent \$58,000 on paved road routine maintenance and \$21,000 on unpaved road maintenance. The amount spent on unpaved road maintenance to date this fiscal year is for cleaning up illegal dumping. As part of the routine maintenance of public roadways, the City picks up litter, removes weeds, removes graffiti, grades unpaved roads, patches potholes, cleans catch basins, repairs sidewalks, trims trees, replaces traffic signs, performs emergency callouts, and

cleans up illegal dumping. Additionally, this year's routine maintenance budget includes allowances for pavement crack sealing, culvert cleaning, and school zone striping.

Capital Programs

The other category of roadway maintenance activities performed by the City is Capital Programs. These programs are different from Routine Maintenance that is the day to day work needed to keep the roadway network functioning. Capital Programs are a specific group of capital improvement projects that replace and rehabilitate existing infrastructure or make changes to meet safety needs. They do not improve roadway capacity (eg. road widening), or construct new roadways. The Capital Programs are:

- Accessibility Improvements
- Roadway Safety Improvements
- Slurry Seal
- Citywide Maintenance Program
- Unpaved Roadway Enhancement Program

The Capital Improvement Plan data sheet for each of these programs is included in Attachment 1. All of these programs deal with public roadways, except for the Unpaved Roadway Enhancement Program. The City initiated the Unpaved Roadway Enhancement Program and created a Capital Improvement Project as a means to enhance poorly maintained private unpaved roads throughout the City. This program is being provided as a method of slowly integrating private unpaved roads into the City maintained roadway network. In order to participate in the program, the residents must dedicate the street right-of-way to the City, participate in a financing mechanism for long term maintenance, and pay for the creation of this financing mechanism. The City will then enhance the street with a minimal level of improvements. For this fiscal year, City Council has approved the inclusion of three roadway segments in this program. The City budget includes \$352,000 this fiscal year for capital programs on public roadways and \$75,000 for capital programs on private roadways.

ANALYSIS:

Staff is presenting this report in response to a request by City Council for a report on unpaved roadway maintenance within the City. There are both private, unpaved roads and public, unpaved roads within the City.

Private-Unpaved

The City has not budgeted or spent any money on routine maintenance of private, unpaved roads. As a means to improve poorly maintained Private-Unpaved roads, the City initiated the Unpaved Roadway Enhancement Program and created a Capital Improvement Project to enhance unpaved roadways in the City. The Unpaved Roadway Enhancement Program is one of the objectives supporting City Council supporting Goal 9, "further development of private unpaved roads policy," adopted on June 8, 2011. This program is a method of slowly integrating Private-Unpaved roads into the City's road maintenance program. Under this program residents may petition the City to have their street improved. Residents may submit an application for the program prior to April 1st for inclusion of their street in the Capital Improvement Project

for the following fiscal year beginning July 1. In order to participate in the program, the residents must dedicate the street right-of-way (ROW) to the City, participate in a financing mechanism for long term maintenance, and pay for the creation of this financing mechanism. Utilizing Measure A funds, the City will then enhance the street with a minimal level of improvements.

Enhancements to the streets are intended to provide a minimum level of pavement surface to be incorporated into the City street maintenance program. The anticipated life span of these enhancements is five to eight years. These enhancements are not intended to upgrade the streets to current City standards. They will not improve drainage or provide, curbs, gutters, sidewalks.

Public-Unpaved

Maintenance of public-unpaved roads is included in the City’s annual roadway maintenance workplan. In terms of budget, the most significant public-unpaved roadways are Cottonwood Canyon Road and Lost Road. During the first year after incorporation, the City maintained these roads by grading them each six times during the year. Depending on the condition of these roadways, it costs approximately \$10,000 each time they are graded. The workplan for this fiscal year is to grade these roadways three times, once prior to the rainy season, once after the rainy season, and once during the rainy season. The exact date of the grading is adjusted based on the number and severity of storms, and any concerns from public safety officers (eg. police and fire). To date, the City has not been notified by public safety officers that either of these roadways is impassable to their vehicles. At times, the workplan may need to be adjusted to accommodate unforeseen expenditures to repair and replace signs, remove trash, or clean up illegal dumping along these roadways.

FISCAL IMPACTS:

Roadway maintenance is primarily funded by gas tax and Measure A revenue. Any increase in funding for one type of maintenance activity would either require an offsetting decrease in funding for other maintenance activities, or an increase in the roadway maintenance budget.

Submitted by:

Approved by:

Tim D’Zmura
Public Works Director

Frank Oviedo
City Manager

ATTACHMENTS:

Capital Improvement Plan Data Sheets

ATTACHMENT 1

Accessibility Improvements Program Funding Plan and Tentative Schedule

Program Description:

This program is dedicated to improving ADA accessibility through various types of repairs to curbs, gutters, and sidewalks throughout the City. Priority is given to safety-related issues and those which have been requested by citizens. This first year includes costs to prepare legally-mandated ADA Transition Plan.

		5-Year CIP					
Funding Source		11/12	12/13	13/14	14/15	15/16	Totals
Measure A	-	20	20	20	20	20	\$ 100
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Totals	-	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 100
Expenditures		11/12	12/13	13/14	14/15	15/16	Totals
PE, ROW, Construction	-	20	20	20	20	20	\$ 100
Totals	-	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 100
Schedule		11/12	12/13	13/14	14/15	15/16	
PE, ROW, Construction							

Notes:

1. All dollar figures in thousands

Roadway Safety Improvements Program Funding Plan and Tentative Schedule

Program Description:

This program is dedicated to improving roadway safety through upgrading existing and/or adding new high-visibility traffic signs, pavement markings, and other geometric improvements (i.e. site distance).

		5-Year CIP					
Funding Source		11/12	12/13	13/14	14/15	15/16	Totals
Measure A	-	50	50	50	50	50	\$ 250
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Totals	-	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 250
Expenditures		11/12	12/13	13/14	14/15	15/16	Totals
PE, ROW, Construction	-	50	50	50	50	50	\$ 250
Totals	-	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 250
Schedule		11/12	12/13	13/14	14/15	15/16	
PE, ROW, Construction							

Notes:

1. All dollar figures in thousands

Slurry Seal Program Funding Plan and Tentative Schedule

Program Description:

This program is dedicated to resurfacing pavement with slurry seal on various city streets to improve ride-ability and maintain pavement integrity.

		5-Year CIP					
Funding Source		11/12	12/13	13/14	14/15	15/16	Totals
Measure A	-	155	155	155	155	155	\$ 775
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Totals	-	\$ 155	\$ 155	\$ 155	\$ 155	\$ 155	\$ 775

Expenditures		11/12	12/13	13/14	14/15	15/16	Totals
PE, ROW, Construction	-	155	155	155	155	155	\$ 775
Totals	-	\$ 155	\$ 155	\$ 155	\$ 155	\$ 155	\$ 775

Schedule		11/12	12/13	13/14	14/15	15/16
PE, ROW, Construction						

Notes:

- 1. All dollar figures in thousands

Unpaved Roadway Enhancement Program Funding Plan and Tentative Schedule

Program Description:

This program is dedicated to maintaining and improving unpaved public roadways throughout the City. Eligible roadways are those which the City can accept through dedication.

		5-Year CIP					
Funding Source		11/12	12/13	13/14	14/15	15/16	Totals
Measure A	-	33	33	33	33	33	\$ 165
AB 2766 Air Quality	-	42	17	17	17	17	\$ 110
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Totals	-	\$ 75	\$ 50	\$ 50	\$ 50	\$ 50	\$ 275

Expenditures		11/12	12/13	13/14	14/15	15/16	Totals
PE, ROW, Construction	-	75	50	50	50	50	\$ 275
Totals	-	\$ 75	\$ 50	\$ 50	\$ 50	\$ 50	\$ 275

Schedule		11/12	12/13	13/14	14/15	15/16	
PE, ROW, Construction							

Notes:

1. All dollar figures in thousands

Citywide Maintenance Program Funding Plan and Tentative Schedule

Program Description:

This program is dedicated to right-of-way maintenance and repair including, but not limited to: striping, stenciling, repairs to streets and culvert/drainage facilities, storm damage/flood control projects, and widening streets.

		5-Year CIP					
Funding Source		11/12	12/13	13/14	14/15	15/16	Totals
Measure A	-	127	112	123	134	146	\$ 642
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Totals	-	\$ 127	\$ 112	\$ 123	\$ 134	\$ 146	\$ 642
Expenditures		11/12	12/13	13/14	14/15	15/16	Totals
PE, ROW, Construction	-	127	112	123	134	146	\$ 642
Totals	-	\$ 127	\$ 112	\$ 123	\$ 134	\$ 146	\$ 642
Schedule		11/12	12/13	13/14	14/15	15/16	
PE, ROW, Construction							

Notes:

1. All dollar figures in thousands

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: November 9, 2011

TO: Mayor and City Council Members

FROM: Tim D'Zmura, Public Works Director

SUBJECT: Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreements with Western Riverside Council of Governments (WRCOG) for Clinton Keith Road Widening and Grand Avenue Widening Projects

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve TUMF Reimbursement Agreements with WRCOG for Clinton Keith Road Widening and Grand Avenue Widening Projects.

BACKGROUND:

TUMF Program

In 2002, the Western Riverside Council of Governments (WRCOG) adopted the Transportation Uniform Mitigation Fee (TUMF) Program. The TUMF Program was created in response to the significant growth of new development in Riverside County. Faced with inadequate funding to improve the regional transportation system to accommodate new development, the member agencies of WRCOG developed the TUMF as a solution.

The City of Wildomar is a member agency of the WRCOG, a joint powers agency comprised of the County of Riverside and seventeen (17) cities located in western Riverside County.

The TUMF Network is the system of roadways that serve inter-community trips within Western Riverside County. In the Nexus Study (for the TUMF), the TUMF roadway network was refined to distinguish between facilities of “Regional Significance” and facilities of “Zonal Significance.”

“The Backbone” Regional Network: Facilities of Regional Significance were identified as those that typically are proposed to have a minimum of six lanes at general plan build out, extend across and/or between multiple area Planning Districts, and are forecast to carry at least 25,000 vehicles per day in 2035. The Facilities of Regional Significance have been identified as the “backbone” highway network for Western Riverside County. A portion of the TUMF fee is specifically designated for improvement projects on the backbone system.

The “Secondary” Network: Facilities of Zonal Significance (the “secondary” network) are typically within one zone and carry comparatively lesser traffic volumes than the backbone highway network. A portion of the TUMF fee is specifically designated for improvement projects on the secondary network within the zone in which it is collected.

TUMF Projects in Wildomar

The following is a summary of the scope, status and budget for TUMF funded projects in the City.

I-15/Clinton Keith Road Interchange

Widen to 6 lanes the existing bridge and improve freeway on/off ramps.

Construction bids received October 2011, construction anticipated to begin in January 2012. County will administer construction contract per agreement.

\$7.8 million SW zone TUMF, \$7.9 million SW Area RBBB, \$4 million DIF

Clinton Keith Road Widening

Widen, adding 2 lanes from I-15 to Copper Craft Drive

Environmental Document approved, Design on hold (consultant, URS)

SW zone TUMF funded balance \$660,849

Bundy Canyon Road Widening

Widen to 4 lanes from I-15 to I-215

Environmental Document (EIR) anticipated to be circulated in September 2011, with approval by the end of 2011. Design will be placed on hold (consultant, Parsons)

SW zone TUMF balance \$0

Palomar Street Widening and Realignment

Widen to 4 lanes from Mission Trail to Jefferson Ave

Environmental Document ready for circulation, with anticipated approval at the end of 2011. Design is 50% complete but on hold (consultant, URS)

SW zone TUMF balance \$941,239

Grand Avenue Widening

Widen to 4 lanes from SR-74 to Central Avenue

Preliminary design complete, Environmental Document on hold (consultant, HDR)

SW zone TUMF balance \$667,709

Upon incorporation and up to this point in time, the City has authorized the County to serve as the lead on project administration duties for TUMF projects in the City of Wildomar. This was done to ensure continuity of project task execution and to allow projects to progress to a point in their development where transition of the administration to the City was logical due to certain milestones having been met.

At its August 10 meeting, the City Council directed staff to initiate the formal transfer of the project administration of Transportation Uniform Mitigation Fee (TUMF) Projects from the County of Riverside to the City for the following projects:

- Clinton Keith Road Widening
- Bundy Canyon Road Widening
- Palomar Street Widening and Realignment
- Grand Avenue Widening

*Due to the long history, complexity and imminent construction of the Clinton Keith Bridge Project, administration responsibility for this project will remain with the County for administration.

Staff met with County and WRCOG staff on several occasions over the past several months for the purpose of effecting the change in the management responsibility of the four projects. Two projects are ready for transfer at this time: Clinton Keith Road Widening and Grand Avenue Widening. The attached agreements formalize the transfer of the responsibility of the projects to the City, were reviewed and approved as to form by the City Attorney and are scheduled for approval by the WRCOG Executive Committee at their meeting of November 7. City Council approval of the agreements is required to complete the transfer of the projects.

The reimbursement agreement for the Palomar Street Widening and Realignment project will be done as part of the current TIP (Transportation Improvement Plan) process. This is required since the County agreement on the project is currently active. The reimbursement agreement for Bundy Canyon is still being discussed and negotiated as the project, as currently scoped, extends into the City of Menifee.

FISCAL IMPACT:

Once agreements are in place, the City will be eligible to submit invoices for reimbursement of staff time spent on the administration of projects as well as consultant costs related to the planning, design, management and inspection of the projects. Staff time spent on the Clinton Keith Bridge Project will remain eligible for reimbursement under an agreement with the County of Riverside approved by the City Council in November 2010.

Submitted by:

Approved by:

Tim D'Zmura
Public Works Director

Frank Oviedo
City Manager

ATTACHMENTS:

1. TUMF Reimbursement Agreement for Clinton Keith Road Widening Project
2. TUMF Reimbursement Agreement for Grand Avenue Road Widening Project

ATTACHMENT 1

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

AGREEMENT TO REIMBURSE TUMF FUNDS

CLINTON KEITH ROAD, I-15 TO COPPER CRAFT DRIVE

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of ____, 2011, by and between the Western Riverside County of Governments (“WRCOG”), a California joint powers authority and the CITY OF WILDOMAR (the “AGENCY”)**]. WRCOG and Agency are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

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

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for **CLINTON KEITH ROAD, I-15 TO COPPER CRAFT DRIVE**, (the “Project”), a Qualifying Project. A description of the Project, its implementation schedule, a detailed scope of work and the AGENCY’s estimated project cost thereof, is more particularly described in Exhibit “A” attached hereto and, pursuant to Section 19 below, is subject to modification as requested by the AGENCY and approved by WRCOG. It is understood and agreed that the AGENCY shall expend TUMF Program Funds only as set forth in the Agreement and only for the Project. To this end, any use of the funds provided pursuant to this Agreement shall be subject to the review and approval of WRCOG.

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **EIGHT HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$885,000)** to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for three (3) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in

resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG. In the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism.

10. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 14; or (iii) the

AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

11. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates [INSERT NAME AND TITLE], or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

12. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

13. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

14. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion of segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the

amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

15. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

16. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

17. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 15, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to

WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

18. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

19. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public

Resources Code Section 21000 *et seq.*; “CEQA”) and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

20. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. Limited Scope of Duties. WRCOG’s and the AGENCY’s duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

22. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

23. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, 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 or termination.

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

25. Attorneys’ Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys’ fees and costs of suit.

26. Time of Essence. Time is of the essence for each and every provision of this Agreement.

27. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

28. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

29. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

30. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

31. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: _____

Telephone: _____
Facsimile: _____

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Deputy Executive Director
Telephone: (951) 955-7985
Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

32. Integration: Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

33. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

34. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

35. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

36. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

[Signatures on following page]

**SIGNATURE PAGE TO
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

CLINTON KEITH ROAD, I-15 TO COPPER CRAFT DRIVE

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

[INSERT AGENCY NAME]

By: _____ Date: _____

Rick Bishop
Executive Director

By: _____ Date: _____

[INSERT SIGNATURE LINE FOR AGENCY]

EXHIBIT A

SCOPE OF WORK

**Clinton Keith Road Widening
I-15 to Copper Craft Drive**

DESCRIPTION AND SCOPE OF WORK:

The proposed project will widen Clinton Keith Road from two (2) lanes to four (4) lanes from I-15 to the city limits of Murrieta (Copper Craft Drive). Clinton Keith Road is a high priority corridor in Southwest Riverside County. It provides a connection between I-15 and I-215, and connects the communities of Wildomar, Tenaja, and La Cresta with the City of Murrieta.

This project includes preliminary engineering, environmental studies and environmental document preparation, final design, right of way activities, and construction. The proposed improvements will include grading activities, pavement construction, curb and gutter construction, drainage facilities, installing and/or modifying traffic signals and lighting, roadway signing and pavement striping, utility relocation, and acquiring right of way to accommodate the widening of the road.

EXHIBIT A-1
ESTIMATE OF COST

PHASE	TUMF	LOCAL	TOTAL
PA&ED	\$248,000	\$0	\$248,000
PS&E	\$637,000	\$0	\$637,000
ROW	TBD	TBD	TBD
CON	TBD	TBD	TBD
<i>Total Approved by WRCOG</i>	\$885,000		

EXHIBIT A-2
PROJECT SCHEDULE

PHASE	START DATE	COMPLETION DATE
PA&ED	FY 06/07	FY 10/11
PS&E	TBD	TBD
ROW	TBD	TBD
CON	TBD	TBD

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.
6. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

“I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

- 8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
- 9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

**EXHIBIT “B-1”
[Sample for Professional Services]**

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$____INSERT NUMERICAL DOLLAR AMOUNT____) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is \$_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<i>[__insert charges__]</i>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
-----------------------------------	------------------------------

[*sample*]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
 Title _____
 Date _____
 Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

Template – For Public Agency Use Only

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY’s invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure “A” Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year) . The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
---------------------------------	--------------------------------

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

Template – For Public Agency Use Only

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]**
This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00
Amount Due this Invoice:	\$000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

Template – For Public Agency Use Only

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

Template – For Public Agency Use Only

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

- 1. Responded to Segment 1 comments from Department of Transportation
- 2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

- 1. Completing and to submit Traffic Signal and Electrical Design plans
- 2. Responding to review comments

ATTACHMENT 2

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

AGREEMENT TO REIMBURSE TUMF FUNDS

GRAND AVENUE (SR-74/ORTEGA HIGHWAY TO CENTRAL STREET

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of ____, 2011, by and between the Western Riverside County of Governments (“WRCOG”), a California joint powers authority and the CITY OF WILDOMAR (the “AGENCY”)**]. WRCOG and Agency are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

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

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for **GRAND AVENUE (SR-79/ORTEGA HIGHWAY TO CENRAL STREET**, (the “Project”), a Qualifying Project. A description of the Project, its implementation schedule, a detailed scope of work and the AGENCY’s estimated project cost thereof, is more particularly described in Exhibit “A” attached hereto and, pursuant to Section 19 below, is subject to modification as requested by the AGENCY and approved by WRCOG. It is understood and agreed that the AGENCY shall expend TUMF Program Funds only as set forth in the Agreement and only for the Project. To this end, any use of the funds provided pursuant to this Agreement shall be subject to the review and approval of WRCOG.

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **EIGHT HUNDRED NINETY-SIX THOUSAND DOLLARS (\$896,000)** to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’S payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for three (3) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in

resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG. In the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism.

10. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 14; or (iii) the

AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

11. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates [INSERT NAME AND TITLE], or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

12. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

13. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

14. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion of segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the

amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

15. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

16. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

17. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 15, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to

WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

18. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

19. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public

Resources Code Section 21000 *et seq.*; “CEQA”) and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

20. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. Limited Scope of Duties. WRCOG’s and the AGENCY’s duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

22. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

23. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, 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 or termination.

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

25. Attorneys’ Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys’ fees and costs of suit.

26. Time of Essence. Time is of the essence for each and every provision of this Agreement.

27. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

28. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

29. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

30. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

31. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: _____

Telephone: _____
Facsimile: _____

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Deputy Executive Director
Telephone: (951) 955-7985
Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

32. Integration: Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

33. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

34. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

35. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

36. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

[Signatures on following page]

**SIGNATURE PAGE TO
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

GRAND AVENUE (SR-74/ORTEGA HWY TO CENTRAL ST)

GRAND AVENUE (SR-74/ORTEGA HWY TO CENTRAL ST)

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

[INSERT AGENCY NAME]

By: _____ Date: _____

Rick Bishop
Executive Director

By: _____ Date: _____

[INSERT SIGNATURE LINE FOR AGENCY]

EXHIBIT A

SCOPE OF WORK

**Grand Avenue Widening
(SR-74/Ortega Highway to Central Street)**

DESCRIPTION AND SCOPE OF WORK:

The proposed Grand Avenue Widening Project is located in an unincorporated area of Riverside County along the western shore of Lake Elsinore and the central part of the Wildomar community. Grand Avenue offers an alternative north-south route to I-15 through the Lake Elsinore and Wildomar areas, and also provides a connection to SR-74 en route to and from Orange County. Grand Avenue serves as a north-south secondary network facility in the Southwest TUMF Zone.

The proposed project will widen Grand Avenue from two lanes to four lanes from SR-74/Ortega Highway at the northern limit to Central Street at the southern limit for a total project length of approximately 7.0 miles.

The project includes planning, traffic studies, preliminary engineering, environmental studies and environmental document preparation, analysis of right of way requirements, and final design (PS&E). The Right-of-Way and Construction phases will be addressed at a later date, and amended to this agreement to reflect the costs and TUMF funding for those phases as appropriate.

EXHIBIT A-1
ESTIMATE OF COST

Work Phase	Approved WRCOG TUMF Funds	Estimated Project Costs
PA&ED – Project Approval & Environmental Document	\$896,000	\$896,000
PS&E – Plans, Specifications & Estimates	\$ TBD	\$ TBD
R/W – Right of Way	\$ TBD	\$ TBD
CONS – Construction	\$ TBD	\$ TBD
TOTAL	\$896,000	\$ TBD

EXHIBIT A-2
PROJECT SCHEDULE

Work Phase	Start	Finish
PA&ED – Project Approval & Environmental Document	FY 07/08	FY 08/09
PS&E – Plans, Specifications & Estimates	TBD	TBD
R/W – Right of Way	TBD	TBD
CONS – Construction	TBD	TBD

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.
6. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

“I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

- 8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
- 9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$____INSERT NUMERICAL DOLLAR AMOUNT____) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is \$_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<i>[__insert charges__]</i>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION RANGE OF HOURLY RATES

[sample]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
 Title _____
 Date _____
 Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

Template – For Public Agency Use Only

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY’s invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure “A” Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year) . The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
---------------------------------	--------------------------------

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

Template – For Public Agency Use Only

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]**
This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00
Amount Due this Invoice:	\$000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

Template – For Public Agency Use Only

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

Template – For Public Agency Use Only

**EXHIBIT B-5
Sample Progress Report**

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

- 1. Responded to Segment 1 comments from Department of Transportation
- 2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

- 1. Completing and to submit Traffic Signal and Electrical Design plans
- 2. Responding to review comments

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: November 9, 2011

TO: Mayor and City Council Members

FROM: Tim D'Zmura, Public Works Director

SUBJECT: Sidewalks to Schools Improvement Project Central Street Area Improvements

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, APPROVING CONTRACT CHANGE ORDER NUMBERS 7, 9, 10, AND
11, ACCEPTING THE SIDEWALKS TO SCHOOLS IMPROVEMENT PROJECT
CENTRAL STREET AREA IMPROVEMENTS AS COMPLETE, AND AUTHORIZING
STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE
RIVERSIDE COUNTY RECORDER

BACKGROUND:

On February 24, 2011, the City Council awarded the construction contract for the Sidewalks to Schools Improvement Project Central Street Area Improvements to STI, Inc.

The Project constructed new curb, gutter and sidewalks within the proximity of Wildomar Elementary School along Central Street, Palomar Street, and Illinois Street. Attached for reference is the title sheet of the improvement plans, including a vicinity map.

The original contract amount was for \$198,987.50, and the City Engineer is authorized to approve change orders not to exceed 10%, or \$19,898.75. After contract award and during construction, several changes to the contract documents were necessary to implement City directed changes to the design and to adjust the contract documents to match existing field conditions. The City Engineer has approved change order numbers 2-6, and 8 totaling \$19,744.89, and is requesting that the City Council approve additional change orders totaling \$7,493.13. The contract change orders affecting the contract amount are summarized below:

Change Order No.	Description	Amount
2	Relocate mailboxes as requested by postal service	\$4,040.41
3	Trim trees in the way of work	\$1,433.65
4	Revise sidewalk elevation on Illinois Street to match existing grade	\$2,875.00
5	Revise curb and gutter at Central and Darby to match existing conditions	\$329.13
6	Increase limit of paving on Illinois Street to provide a smoother transition through the intersection	\$4,122.50
8	Change concrete to open grade asphalt to protect trees	\$6,944.20
<i>Subtotal Approved by City Engineer</i>		<i>\$19,744.89</i>
7	Remove four trees as recommended by arborist	\$3,360.00
9	Modify barrier rail anchoring method	\$910.13
10	Additional sawcutting required to install paving	\$1,370.25
11	Final As-Built Quantity Adjustment	\$1,852.75
<i>Subtotal Additional Council Authorization</i>		<i>\$7,493.13</i>
<i>Total Contract Change Orders</i>		<i>\$27,238.02</i>

The total contract amount with all change orders will be \$226,225.52. This amount is below the Engineer's Opinion of Construction Costs of \$279,291.50, within the project construction budget of \$399,960, and no additional funding is needed.

STI, Inc. has since completed all work required by the contract, and the project is ready for acceptance and filing of the Notice of Completion. If no liens or claims have been filed within 35 days of filing the NOC with the Riverside County Recorder, the City will release all retained funds and any additional remaining amount(s) due to STI, Inc.

FISCAL IMPACTS:

The Project is funded by \$403,200 from the Caltrans Safe Routes to School Program and \$186,760 from the RCTC SB 821 Bicycle and Pedestrian Facilities Program. The grants will fund the total expenditures of the Wildomar Sidewalk Improvements to School Project.

The Project budget summary is provided in the table below.

Project Budget	
Preliminary Engineering	\$ 65,000
Environmental	\$ 5,000
Right-of-Way Acquisition	\$ 60,000
Construction Management	\$ 60,000
Construction	\$ 399,960
Total	\$ 589,960

The total contract amount with change orders is within the project budget.

Submitted by:

Approved by:

Tim D’Zmura
Director of Public Works

Frank Oviedo
City Manager

ATTACHMENTS:

Attachment 1-Resolution

Attachment 2-Improvement Plans

ATTACHMENT 1

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CONTRACT CHANGE ORDER NUMBERS 7, 9, 10, AND 11, ACCEPTING THE SIDEWALKS TO SCHOOLS IMPROVEMENT PROJECT CENTRAL STREET AREA IMPROVEMENTS AS COMPLETE, AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

WHEREAS, on February 24, 2011, the City Council authorized the award of a construction contract to STI Trucking and Materials, Inc. to construct the Sidewalks to Schools Improvement Project Central Street Area Improvements (Capital Improvement Project ID 09-0014) (Project); and

WHEREAS, Contract Change Order Numbers 7, 9, 10, and 11, with a net increase of \$xx have been recommended for approval by the Contractor and the City Engineer; and

WHEREAS, STI Trucking and Materials, Inc. has completed the work in accordance with the contract documents for the Project; and

WHEREAS, if no liens or claims have been filed within 35 days of filing the Notice of Completion, the retained payment funds and any remaining amount due will be released to STI Trucking Materials, Inc.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council, in regular session assembled on November 9, 2011, that:

1. Contract Change Orders Numbers 7, 9, 10, and 11 are approved for a final contract cost of \$226,225.52; and
2. The Project is accepted as complete; and
3. The City Engineer is authorized to prepare a Notice of Completion and the City Clerk is authorized to file a Notice of Completion with the Riverside County Recorder

PASSED, APPROVED, AND ADOPTED this 9th day of November, 2011.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.4
GENERAL BUSINESS
Meeting Date: November 9, 2011

TO: Mayor and City Council Members
FROM: Frank Oviedo, City Manager
SUBJECT: Rescinding Letter of Intent for the Jean Hayman Elementary School Property

STAFF REPORT

RECOMMENDATION:

Staff recommends the City Council rescind the City's Letter of Intent to purchase Jean Hayman Elementary School.

DISCUSSION:

On September 9, 2011 the City Council authorized staff to submit a letter of intent to purchase Jean Hayman Elementary School from the Lake Elsinore Unified School for a future City Hall/Civic Center/Community Center. At the time there were some preliminary discussions with Riverside County to partner in the purchase and maintenance of the facility.

Since that time the County has advanced discussions with the Lake Elsinore Unified School District and has taken the lead in the purchase. However, since the City of Wildomar submitted the Letter of Intent the County will be unable to continue in the negotiations until we rescind our letter.

Consequently, staff is recommending the City Council rescind the Letter of Intent so the County of Riverside can make the purchase. Staff will continue to have discussions with the County to meet our original goal of partnering for the purpose of providing a property for civic functions.

FISCAL IMPACT:

There is no fiscal impact to the City by rescinding the Letter of Intent

Submitted and Approved by:

Frank Oviedo
City Manager

ATTACHMENTS:

Jean Hayman Elementary School Rescission Letter



2280 Market Street - Suite 300
Riverside, California 92501-2121
voice 951.788.0100 - fax 951.788.5785
www.bwslaw.com

Direct No.: 951.801.6619
Our File No.: 05143-0001
gaceves@bwslaw.com

November 9, 2011

Andreas C. Chialtas, Esq.
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, California 90703-9364

Re: Notification of Intent to Sell Surplus Property

Dear Mr. Chialtas:

As you are aware, the City of Wildomar sent a letter dated September 9, 2011 in response to the Lake Elsinore Unified School District's Notice of Intent to Sell Surplus Property consisting of approximately 11.32 acres of land located at 21440 Lemon Street, Wildomar, California 92595, known generally as the District's former Jean Hayman Elementary School, which the District currently owns. The City of Wildomar now wishes to rescind that indication of interest in acquiring the property. Thank you for your attention to this matter.

Sincerely,

BURKE, WILLIAMS & SORENSEN, LLP

JULIE HAYWARD BIGGS

JHB:mmf

cc: Gary Nordquist, Assistant City Manager
City of Wildomar

CITY OF WILDOMAR CITY COUNCIL
Agenda Item #3.5
GENERAL BUSINESS
Meeting Date: November 9, 2011

TO: Mayor and City Council Members
FROM: Julie Hayward Biggs, City Attorney
SUBJECT: Repeal of E-Verify Ordinance

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, REPEALING CHAPTER 3.09 OF THE WILDOMAR MUNICIPAL CODE
PERTAINING TO THE E-VERIFY PROGRAM

DISCUSSION:

The City adopted Ordinance 57 on December 8, 2010 enacting a new Chapter 3.09 of the Wildomar Municipal Code and establishing mandatory participation by all contractors with the City in the E-Verify program. That program, which establishes an electronic employment verification system serves to validate the legal status of individuals seeking employment in the United States. It has been implemented by the federal government and is required to be used by some federal government contractors under federal law.

On October 9, 2011, however, the Governor for the State of California signed AB 1236. This new law prohibits local governments in California from requiring private employers to use the E-Verify system as part of their hiring practices. Ultimately, this law imposes no new requirements on employers and, instead, maintains consistency throughout the state with respect to this issue leaving it to the federal government to control the applicable regulations.

Repeal of Chapter 3.09 does not relieve any local employer from the obligation to comply with federal requirements relating to the E-Verify program.

FISCAL IMPACTS:

Repeal of Chapter 3.09 may reduce City expenditures for enforcement of the E-Verify requirement.

Submitted By:

Approved By:

Julie Hayward Biggs
City Attorney

Frank Oviedo
City Manager

ATTACHMENTS:

Proposed Ordinance No. ____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF WILDOMAR, CALIFORNIA, REPEALING CHAPTER
3.09 OF THE WILDOMAR MUNICIPAL CODE
PERTAINING TO THE E-VERIFY PROGRAM**

THE CITY COUNCIL OF THE CITY OF WILDOMAR ORDAINS AS FOLLOWS:

SECTION 1. In accord with the provisions of AB 1236, enacted by the California State Legislature and signed by the Governor on October 9, 2011, Chapter 3.09, enacted by Ordinance No. 57 on December 8, 2010, is hereby repealed and of no further force or effect.

SECTION 2. Nothing in this action shall relieve any person or business entity from any federal E-Verify requirements that may apply to such individuals or business entities.

SECTION 3. This ordinance shall take effect thirty (30) days after its passage by the City Council.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2011.

Marsha Swanson, Mayor

ATTEST:

Debbie Lee, City Clerk

APPROVED AS TO FORM:

Julie Hayward Biggs, City Attorney