

CITY OF WILDOMAR CITY COUNCIL  
AND WILDOMAR CEMETERY DISTRICT AGENDA

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

NOVEMBER 12, 2014  
Council Chambers  
23873 Clinton Keith Road



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

Gary Nordquist  
City Manager/General Manager

Thomas D. Jex  
City Attorney/District Counsel

## **WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA NOVEMBER 12, 2014**

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

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

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

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

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

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

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

**ROLL CALL**

**PUBLIC COMMENTS**

**CLOSED SESSION**

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(2) to confer with legal counsel with regard to three matters of potential exposure to litigation.
2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation: Citizens for Quality Development v. City of Wildomar and Sunbelt Communities; RSC Case No. MCC 1300818.

**RECONVENE INTO OPEN SESSION**

**ANNOUNCEMENT**

**ADJOURN CLOSED SESSION**

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

### **ROLL CALL**

### **FLAG SALUTE**

### **PRESENTATIONS**

Employee 5 Year Service Award – City Manager Gary Nordquist

Library Update – Melina Velazquez, Branch Manager

Proclamation – Support for March Air Reserve Base and the Naval Surface Warfare Center

Fire Department Update

### **PUBLIC COMMENTS**

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

State law allows the Council to only talk about items that are listed on the agenda. Speakers are allowed to raise issues not listed on the agenda, however, the law does not allow the City Council to discuss those issues during the meeting. After hearing the matter, the Mayor will turn the matter over to the City Manager who will put you in contact with the proper Staff person.

Each speaker is asked to fill out a Public Comments Card available at the Chamber door and submit the card to the City Clerk. **Lengthy testimony should be presented to the Council in writing (15 copies) and only pertinent points presented orally.** The time limit established for public comments is three minutes per speaker.

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

## **COUNCIL COMMUNICATIONS**

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

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

#### **1.0 CONSENT CALENDAR**

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

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

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

##### **1.2 Minutes – August 13, 2014 Regular Meeting**

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

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

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

Warrant Register dated 09-25-2014 in the amount of \$282,471.97;  
Warrant Register dated 09-29-2014 in the amount of \$40,000.00;  
Warrant Register dated 10-02-2014 in the amount of \$109,867.96;  
Warrant Register dated 10-08-2014 in the amount of \$50.00;  
Warrant Register dated 10-09-2014 in the amount of \$204,159.78;  
Warrant Register dated 10-09-2014 in the amount of \$54,385.84;  
Warrant Register dated 10-15-2014 in the amount of \$789.43;  
Warrant Register dated 10-16-2014 in the amount of \$176,546.43;  
Warrant Register dated 10-23-2014 in the amount of \$265,593.62;  
Warrant Register dated 10-23-2014 in the amount of \$2,684.06;  
Warrant Register dated 10-30-2014 in the amount of \$423,281.82; &  
Payroll Register dated 11-01-2014 in the amount of \$137,765.11.

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

**RECOMMENDATION:** Staff recommends that the City Council approve the Treasurer's Report for September, 2014.

**1.5 Property Tax Delinquency Program**

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

RESOLUTION NO. 2014 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING PARTICIPATION IN PROGRAM TO FUND PROPERTY TAX DELINQUENCIES AND APPROVING AMENDMENTS TO FISCAL AGENT AGREEMENTS AND EXECUTION OF OTHER AGREEMENTS AS NECESSARY FOR SUCH PURPOSES

**1.6 Dog License Late Fee Amnesty Program**

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

RESOLUTION NO. 2014 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE DOG LICENSE LATE FEE AMNESTY PROGRAM FOR A TWO WEEK PERIOD

**1.7 Contract Award for Facilities Maintenance and Janitorial Services**

**RECOMMENDATION:** Staff recommends that the City Council approve a contract with Real Estate Resource Services, Inc. to provide Facilities Maintenance and Janitorial Services at Wildomar's Parks.

**1.8 FY 2014 State Homeland Security Program (SHSP) Award**

**RECOMMENDATION:** Staff recommends that the City Council accept \$6,269 in funding from Riverside County's FY 2014 State Homeland Security Program (SHSP); and Adopt a Resolution entitled:

RESOLUTION NO. 2014 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PARTICIPATION IN THE FY 2014 STATE HOMELAND SECURITY PROGRAM (SHSP) AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR AND ON BEHALF OF THE CITY

**1.9 Tentative Parcel Map No. 36724 – Planning Directors' Approval**

**RECOMMENDATION:** Staff recommends that the City Council receive and file the report.

**CONSENT CALENDAR CONTINUES ▼**

**1.10 Sidewalks to Schools Improvement Project CIP 0016 and Grand Avenue Sidewalk Safety Improvements CIP 0018**

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

RESOLUTION NO. 2014 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CONTRACT CHANGE ORDER NUMBER 6, ACCEPT THE SIDEWALKS TO SCHOOLS IMPROVEMENT PROJECT CIP 0016 AND GRAND AVENUE SIDEWALK SAFETY IMPROVEMENTS CIP 0018 AS COMPLETE, AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

**1.11 Grading Agreement with Lennar Homes of California, Inc. - City Project 14-0010: Tentative Tract Map 36497**

**RECOMMENDATION:** Staff recommends that the City Council authorize the City Engineer to execute the Grading Agreement with Lennar Homes of California, Inc.

**1.12 Final Map and Subdivision Improvement Agreement for Tentative Tract Map 32535 - North of the Stable Lanes Road and Clinton Keith Road Intersection (City Project 13-0058)**

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

RESOLUTION NO. 2014 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING FINAL MAP FOR TENTATIVE TRACT MAP 32535 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT

**1.13 Resolution Adopting Procedural Rules**

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

RESOLUTION NO. 2014 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING RULES OF PROCEDURE APPLICABLE TO MEETINGS OF THE CITY COUNCIL, PLANNING COMMISSION, AND ALL OTHER SUBSIDIARY OR ADVISORY BOARDS, COMMISSIONS, OR COMMITTEES OF THE CITY COUNCIL OF THE CITY OF WILDOMAR

**1.14 Ordinance No. 101 Second Reading – Zoning Ordinance Amendment No. 14-03 – Clarification of Approval Authority**

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

ORDINANCE NO. 101

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION PER SECTION 15061.B.3 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVING ZONING ORDINANCE AMENDMENT NO. 14-03 TO AMEND CHAPTERS 17.192, 17.196, 17.200, 17.208 OF THE WILDOMAR ZONING ORDINANCE RELATING TO THE APPROVAL AUTHORITY AND HEARING BODY FOR VARIANCES, CONDITIONAL USE PERMITS, AND PUBLIC USE PERMITS, AND TO AMEND CHAPTER 17.216 OF THE WILDOMAR ZONING ORDINANCE TO ESTABLISH THE PLANNING COMMISSION AS THE APPROVAL AUTHORITY ON ALL PLOT PLANS FOR WHICH A NEGATIVE DECLARATION, MITIGATED NEGATIVE DECLARATION OR ENVIRONMENTAL IMPACT REPORT IS REQUIRED TO BE PREPARED PURSUANT TO CEQA GUIDELINES

**1.15 Ordinance No. 102 Second Reading – Amendment of Municipal Code Chapter 13.12 (Stormwater Drainage System Protection)**

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

ORDINANCE NO. 102

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 13.12 (STORMWATER DRAINAGE SYSTEM PROTECTION) OF THE WILDOMAR MUNICIPAL CODE

## **2.0 PUBLIC HEARINGS**

### **2.1 Allocation of Community Development Block Grant (CDBG) Funds for Fiscal Year 2015-2016 Program Year**

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

RESOLUTION NO. 2014 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, AUTHORIZING THE ALLOCATION OF COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR  
2015-2016

### **2.2 Tentative Parcel Map No. 32257 & CUP No. 3403 – Minor Change and Amended Phasing Agreement (Canyon Plaza) - Planning Application No. 08-0179**

**RECOMMENDATION:** Staff recommends that the City Council open the public hearing, take public testimony and continue the hearing to the December 10, 2014 Council meeting.

### **2.3 FY 2014-15 First Quarter Budget Report**

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

1. Review and consider approval of the budget report and decision package recommendations as listed in the Fiscal Year 2014-15 First Quarter Report; and
2. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS TO THE  
FY 2014-15 BUDGETED REVENUES AND EXPENSES

## **3.0 GENERAL BUSINESS**

### **3.1 Mission Trail/Lemon Street General Plan Amendment Initiation Proposal (GPIP) - Planning Application No. 14-0080**

**RECOMMENDATION:** The Planning Commission recommends that the City Council not allow the Applicant's request to initiate a General Plan Amendment from Commercial Retail (CR) to Light Industrial (LI) for the property located at the southwest corner of Lemon Street and Mission Trail (APN: 366-130-038, 039 & 041).

**3.2 George/Iodine Springs General Plan Amendment Initiation Proposal (GPIP) - Planning Application No. 14-0089**

**RECOMMENDATION:** The Planning Commission recommends that the City Council not allow the Applicant's request to initiate a General Plan Amendment from Mixed Use Planning Area (MUPA) to Medium High Density Residential (MHDR) for the property located between George Avenue and Iodine Springs Road, approximately 600' north of Clinton Keith Road (APN: 362-250-001 & 026).

**3.3 457 Governmental Deferred Compensation through ICMA-RC**

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

RESOLUTION NO. 2014 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, IMPLEMENTING A 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN THROUGH ICMA-RC

**3.4 City Hall Facility Lease- Sixth Amendment**

**RECOMMENDATION:** Staff recommends that the City Council approve the proposed Sixth Amendment to the City Hall Facility Lease.

**CITY MANAGER REPORT**

**FUTURE AGENDA ITEMS**

**ADJOURN THE CITY COUNCIL**

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

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

### **ROLL CALL**

### **PUBLIC COMMENTS**

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

### **BOARD COMMUNICATIONS**

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

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

### **4.0 CONSENT CALENDAR**

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

#### **4.1 Minutes – August 13, 2014 Regular Meeting**

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

#### **4.2 Warrant Register**

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

1. Warrant Register dated 09-04-2014, in the amount of \$2,766.20;
2. Warrant Register dated 09-11-2014, in the amount of \$3,513.99;
3. Warrant Register dated 09-18-2014, in the amount of \$141.90; &
4. Warrant Register dated 09-25-2014, in the amount of \$149.84.

**4.3 Treasurer's Report**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the Treasurer's Report for September, 2014.

**5.0 PUBLIC HEARINGS**

There are no items scheduled.

**6.0 GENERAL BUSINESS**

**6.1 Use of Cemetery District Property, Parcel 5, as a Temporary Storage Yard for the City's CIP Contractor**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the use of Cemetery District property, Parcel 5 – APN 376-060-031, as a temporary storage yard for the City's Residential Slurry Seal CIP Contractor, American Asphalt South, Inc.

**GENERAL MANAGER REPORT**

**FUTURE AGENDA ITEMS**

**ADJOURN WILDOMAR CEMETERY DISTRICT**

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

December 10	April 8	August 12
January 14	May 3	September 9
February 11	June 10	October 14
March 11	July 8	November 11

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 7, 2014, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

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



Debbie A. Lee, CMC, City Clerk

**CITY OF WILDOMAR  
CITY COUNCIL REGULAR MEETING MINUTES  
AUGUST 13, 2014**

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

The closed session of August 13, 2014, of the Wildomar City Council was called to order by Mayor Swanson at 5:32 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

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

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

**PUBLIC COMMENTS**

There were no speakers.

**CLOSED SESSION**

City Clerk Lee read the following:

The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(4) to confer with legal counsel with regard to one matter of potential initiation of litigation.

At 5:32 p.m. the City Council convened into closed session, with all Council Members present.

**RECONVENE INTO OPEN SESSION**

At 6:31 p.m. the City Council reconvened into open session with all Council Members present.

**ANNOUNCEMENT**

City Attorney Jex stated there is no reportable action.

**ADJOURN CLOSED SESSION**

There being no further business Mayor Swanson declared the closed session adjourned at 6:31 p.m.

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

The regular meeting of August 13, 2014, of the Wildomar City Council was called to order by Mayor Swanson at 6:31 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

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

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

The flag salute was led by Councilman Walker.

### **PRESENTATIONS**

Mayor Swanson presented a Proclamation regarding Childhood Cancer Awareness Month, September, 2014.

Fire Chief Beach was not present to give the Fire Department update.

### **PUBLIC COMMENTS**

George Taylor, resident, voiced his thanks to the Council and Staff for the work being done at the Farm.

Ms. Miller, resident, spoke regarding the CV Communities project.

Kenny Mayes, resident,

Judy Guglielmana, Wildomar Chamber, gave the update of the Chamber of Commerce.

### **COUNCIL COMMUNICATIONS**

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

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

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

**MOTION** carried 5-0, as follows:

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

NAY: None

ABSTAIN: None

ABSENT: None

### **1.0 CONSENT CALENDAR**

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

**MOTION** carried 5-0, as follows:

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

NAY: None

ABSTAIN: None

ABSENT: None

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

Approved the reading by title only of all ordinances.

#### **1.2 Minutes – June 18, 2014 Adjourned Regular Meeting**

Approved the Minutes as presented.

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

Approved the following:

1. Warrant Register dated 7-8-2014 in the amount of \$9,367.88;
2. Warrant Register dated 7-10-2014 in the amount of \$158,454.97;
3. Warrant Register dated 7-17-2014 in the amount of \$27,514.96;
4. Warrant Register dated 7-24-2014 in the amount of \$360,587.59;
5. Warrant Register dated 7-31-2014 in the amount of \$436,330.80; &
6. Payroll Register dated 8-7-2014 in the amount of \$60,173.95.

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

Approved the Treasurer's Report for June, 2014.

## **2.0 PUBLIC HEARINGS**

### **2.1 Addendum to the Housing Element Certified Environmental Impact Report (SCH# 2013051001) and approval of Zoning Ordinance Amendment No. 14-02 to amend the minimum lot size for R-4 zoned land - Zoning Ordinance Amendment No. 14-02**

City Clerk Lee read the title.

Mayor Swanson opened the public hearing.

Planning Director Bassi presented the staff report.

**SPEAKERS:**

Ms. Miller, resident, stated her opposition.

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

Councilman Cashman voiced his opposition.

**A MOTION** was made by Councilman Walker, seconded by Councilwoman Moore, to introduce and approve first reading of an Ordinance entitled:

#### ORDINANCE NO. 99

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ADOPTING AN ADDENDUM TO THE HOUSING ELEMENT CERTIFIED ENVIRONMENTAL IMPACT REPORT (SCH# 2013051001) IN ACCORDANCE WITH SECTION 15164 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVAL ZONING ORDINANCE AMENDMENT NO. 14-02 TO AMEND SECTION 17.60.030 REVISING THE MINIMUM LOT SIZE REQUIREMENTS FROM NINE (9) ACRES TO FOUR(4) ACRES FOR PROJECTS LOCATED IN THE R-4 ZONE

**MOTION** carried 4-1, as follows:

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

NAY: Cashman

ABSTAIN: None

ABSENT: None

**2.2 Ordinance No. 86 - Change of Zone No. 13-03 (Housing Element Implementation)**

City Clerk Lee read the title.

Mayor Swanson opened the public hearing.

Planning Director Bassi presented the staff report.

**SPEAKERS:**

Ms. Miller, resident, stated her opposition.

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

Councilman Cashman voiced his opposition.

**A MOTION** was made by Councilwoman Moore, seconded by Councilman Walker, to introduce and approve first reading of an Ordinance entitled:

**ORDINANCE NO. 86**

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 13-02 TO CHANGE THE EXISTING ZONING DESIGNATION FROM R-R (RURAL RESIDENTIAL ZONE) TO R-4 (PLANNED RESIDENTIAL ZONE) FOR FOUR PARCELS IDENTIFIED AS APN'S: 380-220-002 (SITE #22 LOCATED ABOUT 500' WEST OF JEFFERSON AVENUE & GATEWAY DRIVE); 370-400-009 (SITE #23 LOCATED ON THE SOUTH SIDE OF CORYDON STREET ABOUT 330' EAST OF UNION STREET); 380-270-013 (SITE #24 LOCATED AT THE NORTHEAST CORNER OF JEFFERSON AVENUE AND THE WILDOMAR/MURRIETA BORDER) AND 380-250-003-THE SOUTHERLY 10-ACRE PORTION OF SAID PARCEL (SITE #25 LOCATED AT THE SOUTHWEST CORNER OF YAMAS DRIVE & CLINTON KEITH ROAD)

**MOTION** carried 4-1, as follows:

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

NAY: Cashman

ABSTAIN: None

ABSENT: None

**2.3 Amendment to Chapter 17.254 (Temporary Signs) of the Wildomar Zoning Ordinance relating to Temporary Banners in Commercial, Office and Industrial zones - Zoning Ordinance Amendment No. 14-01**

City Clerk Lee read the title.

Mayor Swanson opened the public hearing.

Planning Director Bassi presented the staff report.

There being no speakers Mayor Swanson closed the public hearing.

Discussion ensued regarding banners and signs.

**A MOTION** was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to table the item at this time.

**MOTION** carried 4-1, as follows:

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

NAY: Moore

ABSTAIN: None

ABSENT: None

**3.0 GENERAL BUSINESS**

There were no items scheduled.

**CITY MANAGER REPORT**

Assistant City Manager York presented the City Manager Report.

City Clerk Lee gave an update on the Election.

**FUTURE AGENDA ITEMS**

\*Add event at the Park on September 27

\*Library Signs

\*Library Update

**ADJOURN THE CITY COUNCIL**

There being no further business, Mayor Swanson adjourned the meeting at 7:54 p.m.

Submitted by:

Approved by:

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Debbie A. Lee, CMC  
City Clerk

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Marsha Swanson  
Mayor

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item#1.3**  
**CONSENT CALENDAR**  
**Meeting Date: November 12, 2014**

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**TO:** Mayor and City Council Members  
**FROM:** Terry Rhodes, Accounting Manager  
**SUBJECT:** Warrant and Payroll Registers

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the following:

1. Warrant Register dated 09-25-2014 in the amount of \$282,471.97;
2. Warrant Register dated 09-29-2014 in the amount of \$40,000.00;
3. Warrant Register dated 10-02-2014 in the amount of \$109,867.96;
4. Warrant Register dated 10-08-2014 in the amount of \$50.00;
5. Warrant Register dated 10-09-2014 in the amount of \$204,159.78;
6. Warrant Register dated 10-09-2014 in the amount of \$54,385.84;
7. Warrant Register dated 10-15-2014 in the amount of \$789.43;
8. Warrant Register dated 10-16-2014 in the amount of \$176,546.43;
9. Warrant Register dated 10-23-2014 in the amount of \$265,593.62;
10. Warrant Register dated 10-23-2014 in the amount of \$2,684.06;
11. Warrant Register dated 10-30-2014 in the amount of \$423,281.82; &
12. Payroll Register dated 11-01-2014 in the amount of \$137,765.11.

**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 2014-15 Budgets.

**ATTACHMENTS:**

Voucher List 09/25/14(1)	Voucher List 09/29/14(1)
Voucher List 10/02/14(1)	Voucher List 10/08/14(1)
Voucher List 10/09/14(2)	Voucher List 10/15/14(1)
Voucher List 10/16/14(1)	Voucher List 10/23/14(2)
Voucher List 10/30/14(1)	Payroll Register 11/01/14

Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203846	9/25/2014	000660 ACCOUNTEMP	41238997		WE 9/12/14 ACCTING CONTRACTU	765.63
					<b>Total :</b>	<b>765.63</b>
203847	9/25/2014	000028 CALPERS	1530		OCTOBER 2014 MEDICAL PREMIUM	13,365.70
					<b>Total :</b>	<b>13,365.70</b>
203848	9/25/2014	000027 DIRECT TV	24021533751		9/12/14-10/11/14 CABLE SERVICES	105.98
					<b>Total :</b>	<b>105.98</b>
203849	9/25/2014	000022 EDISON	90614A		8/1/14-9/1/14 ELECTRIC - WILDOMA	204.05
			90614B		8/1/14-9/1/14 ELECTRIC - WILDOMA	75.36
			90614C		8/1/14-9/1/14 ELECTRIC - CSA 22	3,113.11
			90614D		7/15/14-9/1/14 ELECTRIC - CSA 103	13,790.64
			90914		8/1/14-9/1/14 ELECTRIC - CSA 142	1,994.54
			91714		8/14/14-9/15/14 ELECTRICAL SERVI	7,362.92
			91814		8/18/14-9/17/14 ELECTRICAL WILD	15.19
					<b>Total :</b>	<b>26,555.81</b>
203850	9/25/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER	6928759		8/08/14-9/08/14 WATER ZONE 52 LC	81.93
			6928760		8/08/14-9/08/14 WATER ZONE 29 LC	43.84
			6928761		8/08/14-9/08/14 WATER ZONE 71 LC	119.11
			6928762		8/08/14-9/08/14 WATER MARN A O'B	4,303.86
			6932738		8/11/14-9/11/14 WATER ZONE 3 LOC	93.33
			6932739		8/11/14-9/11/14 WATER HERITAGE F	198.54
			6936289		8/13/14-9/12/14 WATER ZONE 3 LOC	446.97
			6936290		8/13/14-9/12/14 WATER ZONE 3 LOC	795.65
			6936291		8/13/14-9/12/14 WATER ZONE 3 LOC	735.14
					<b>Total :</b>	<b>6,818.37</b>
203851	9/25/2014	000717 GLJ BUILDERS WEST LP	92314		REFUND OF MONUMENT REQUIRE	11,650.00
					<b>Total :</b>	<b>11,650.00</b>
203852	9/25/2014	000685 GREAT AMERICA FINANCIAL SERVIC	15864096		2 - CANON COPIER SYSTEMS	405.01
					<b>Total :</b>	<b>405.01</b>
203853	9/25/2014	000024 GUARDIAN	91414		SEPT/OCT 2014 DENTAL & VISION I	4,085.16

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203853	9/25/2014	000024 000024 GUARDIAN			(Continued)	<b>Total : 4,085.16</b>
203854	9/25/2014	000499 INLAND EMPIRE LANDSCAPE INC	7445		AUGUST 2014 LANDSCAPE MAINTENANCE	7,938.19
						<b>Total : 7,938.19</b>
203855	9/25/2014	000072 INTERWEST CONSULTING GROUP	18951 19057		JULY 2014 CONTRACTUAL SERVICES AUGUST 2014 CONTRACTUAL SERVICES	144,490.73 41,039.84
						<b>Total : 185,530.57</b>
203856	9/25/2014	000661 JOHNSON, ROCHELLE	9/25/2014		SEPT 14-26, 2014 ACCOUNTING COSTS	3,600.00
						<b>Total : 3,600.00</b>
203857	9/25/2014	000631 LABOR READY	18807204		9/6/14-9/12/14 CEMETERY LABOR	559.67
						<b>Total : 559.67</b>
203858	9/25/2014	000185 PITNEY BOWES	82114		POSTAGE METER REFILL 8/21/14 & 9/1/14	1,606.43
						<b>Total : 1,606.43</b>
203859	9/25/2014	000526 PRINT POSTAL	11781		FREEDOM SWING FLYERS	243.00
						<b>Total : 243.00</b>
203860	9/25/2014	000461 QUALITY CODE PUBLISHING LLC	2014-323		SUPPLEMENT SVC TO MUNICIPAL GOVERNMENT	4,962.18
						<b>Total : 4,962.18</b>
203861	9/25/2014	000115 QUIGLEY, CYNTHIA	92314		PERIOD 9/4/14 - 9/17/14	1,825.00
						<b>Total : 1,825.00</b>
203862	9/25/2014	000283 RIVERSIDE COUNTY CLERK	81214C		FILING FEE - NOE FOR 20A14-01	50.00
						<b>Total : 50.00</b>
203863	9/25/2014	000716 STORM, CHRIS	90414		REFUND OF UNUSED DEPOSIT FEES	198.32
						<b>Total : 198.32</b>
203864	9/25/2014	000435 STRATA OAK, LLC C/O STRATA, EQUITY	100114		OCT 2014 CITY HALL MONTHLY LEASE	9,728.59
						<b>Total : 9,728.59</b>
203865	9/25/2014	000603 THE D.A. GILL COMPANY	90814A 90814B		REFUND OF UNUSED DEPOSIT FEES REFUND OF UNUSED DEPOSIT FEES	2,075.18 403.18

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
203865	9/25/2014	000603	000603 THE D.A. GILL COMPANY		(Continued)	<b>Total : 2,478.36</b>
20 Vouchers for bank code : wf						<b>Bank total : 282,471.97</b>
20 Vouchers in this report						<b>Total vouchers : 282,471.97</b>

Voucher List  
City of Wildomar

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
203866	9/29/2014	000708 CROSSROADS SOFTWARE	6241A	0000124	TRAFFIC COLLISION SOFTWARE/D	40,000.00
					<b>Total :</b>	<b>40,000.00</b>
					<b>Bank total :</b>	<b>40,000.00</b>
					<b>Total vouchers :</b>	<b>40,000.00</b>

1 Vouchers for bank code : wf

1 Vouchers in this report

Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203867	10/2/2014	000044 A&A JANITORIAL SERVICES	2171		SEPT 2014 JANITORIAL SERVICE &	1,394.02
					<b>Total :</b>	<b>1,394.02</b>
203868	10/2/2014	000660 ACCOUNTEMPS	41326431		WE 9/19/14 ACCTING CONTRACTU.	717.50
					<b>Total :</b>	<b>717.50</b>
203869	10/2/2014	000210 ALBERT A. WEBB ASSOCIATES	143957		WILDOMAR LATERAL C-1 STRM DR	30,661.48
					<b>Total :</b>	<b>30,661.48</b>
203870	10/2/2014	000458 AMERICAN FENCE COMPANY, INC.	1796707		9/21/14-10/20/14 448 FT TEMP FENC	134.40
					<b>Total :</b>	<b>134.40</b>
203871	10/2/2014	000033 AMERICAN FORENSIC NURSES	65306 65319		BLOOD DRAW (1)	40.00
					BLOOD DRAW (1) UR SPEC (1) DR)	340.00
					<b>Total :</b>	<b>380.00</b>
203872	10/2/2014	000008 AT&T MOBILITY	X09202014		9/13/14-10/12/14 COUNCIL MOBILE	79.65
					<b>Total :</b>	<b>79.65</b>
203873	10/2/2014	000034 BIO-TOX LABORATORIES	29268 29269 29317		RC SHERIFF - LAB SERVICES	542.70
					RC SHERIFF - LAB SERVICES	74.00
					RC SHERIFF - LAB SERVICES	618.00
					<b>Total :</b>	<b>1,234.70</b>
203874	10/2/2014	000043 CHENG, MISTY	9/30/2014		SEPT 2014 ACCOUNTING CONTRA	3,015.00
					<b>Total :</b>	<b>3,015.00</b>
203875	10/2/2014	000002 CRYSTAL CLEAN MAINTENANCE	903C		SEPT 2014 JANITORIAL SERVICES	698.00
					<b>Total :</b>	<b>698.00</b>
203876	10/2/2014	000037 DATA TICKET, INC.	56050 56373		AUG 2014 CODE ENFORCEMENT C	986.00
					AUG 2014 DAILY CITATION PROCE	246.49
					<b>Total :</b>	<b>1,232.49</b>
203877	10/2/2014	000077 EXEC-U-CARE	91914		OCT 2014 MEDICAL INSURANCE	1,439.16
					<b>Total :</b>	<b>1,439.16</b>

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203878	10/2/2014	000304 JOE A. GONSALVES & SON	24771		OCT 2014 CONTRACTUAL LEGISLA	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
203879	10/2/2014	000631 LABOR READY	18840258		9/13/14-9/19/14 CEMETERY LABOR	743.55
					<b>Total :</b>	<b>743.55</b>
203880	10/2/2014	000113 LEAGUE OF CALIFORNIA CITIES	1645		RIV CNTY DIV MEETING 9/5/14 BEN	75.00
					<b>Total :</b>	<b>75.00</b>
203881	10/2/2014	000026 PROTECTION RESCUE SECURITY, SER\ 14-270-T			9/1/14-9/30/14 PARK SECURITY SEF	675.00
					<b>Total :</b>	<b>675.00</b>
203882	10/2/2014	000047 RIVERSIDE COUNTY, SHERIFF'S DEPAR SH0000024703			RIVERSIDE CAL-ID FY 14/15 MEMBI	33,174.00
					<b>Total :</b>	<b>33,174.00</b>
203883	10/2/2014	000718 ROSS, KEITH	1435209-0		REIMBURSEMENT FOR 2 - 2 DRAW	118.80
					<b>Total :</b>	<b>118.80</b>
203884	10/2/2014	000215 THE PRESS-ENTERPRISE	9967599		PUBLIC NOTICE - ADOPT OF MND	127.20
			9967603		PUBLIC NOTICE - PLANNING APPLI	122.40
			9970690		PUBLIC NOTICE - PLANNING APPLI	108.00
			9970702		PUBLIC NOTICE - PLOT PLAN APPL	108.00
			9970705		PUBLIC NOTICE - PLOT PLAN APPL	108.00
			9970707		PUBLIC NOTICE - ZOA 14-03	132.00
					<b>Total :</b>	<b>705.60</b>
203885	10/2/2014	000558 URS CORPORATION	5998449		8/2/14-8/29/14 PALOMAR STREET V	15,054.73
			5998450		8/2/14-8/29/14 CLINTON KEITH ROA	8,060.75
					<b>Total :</b>	<b>23,115.48</b>
203886	10/2/2014	000006 WELLS FARGO PAYMENT REMITTANCE,	1016		LEAGUE OF CA TRAVEL EXPENSE	508.34
			1376424		ADMIN DEPARTMENTAL SUPPLIES	59.54
			1628		PARKS DEPARTMENTAL SUPPLIES	177.00
			181198		MEETING/CONFERENCE - HR & CC	33.76
			2128		MEETING/CONFERENCE APA CONF	437.16
			2386		MEETING/CONFERENCE APA CONF	495.16
			323944		CARRYING CASE FOR GIANT RIBB	40.78
			34055901		BUILDING & SAFETY DEPARTMENT	59.95

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203886	10/2/2014	000006	WELLS FARGO PAYMENT REMITTANCE, (Continued)			
			41		LEAGUE OF CA TRAVEL EXPENSE	43.97
			425460274		DEPARTMENTAL & OFFICE SUPPLI	613.89
			57734768		FIRE STATION EXPENSE	40.61
			725903375		FINANCE & BUILDING DEPARTMEN	98.01
			729229113		NON-DEPARTMENTAL SUPPLIES	118.52
			763		GASOLINE - BACKHOE	59.00
			77		MEETING SUPPLIES	48.00
			772		GASOLINE - LAWN EQUIPMENT	75.00
			82014		MEETING/CONFERENCE - BASSI/S	34.00
			82514		BREAK ROOM SUPPLIES	50.28
			90314		2014 STATE OF RIVERSIDE COUNT	350.00
			90414		FIRE STATION EXPENSES	98.19
			90514		LEAGUE OF CA TRAVEL EXPENSE	497.34
			90514		PARKS SUPPLIES - COFFEE & CAR	61.75
			90614		PARKS DEPARTMENTAL SUPPLIES	25.35
			90714		COUNCIL PHONE/DATA	30.08
			91014		CA PARK & REC SCHOOL MEMBER	340.00
			91214		SB69 TRAVEL EXPENSE	104.63
			91314		PLANNING DEPARTMENTAL SUPPL	24.82
			91414		MEETING/CONFERENCE APA CONF	83.00
			91514		BREAK ROOM SUPPLIES	79.76
			916		LEAGUE OF CA TRAVEL EXPENSE	413.74
			91714		2014 STATE OF RIVERSIDE COUNT	50.00
			946		PARKS DEPARTMENTAL SUPPLIES	461.42
			9601		GASOLINE - LAWN EQUIPMENT	110.00
			APA55856		ANNUAL APA DUES	510.00
			F2RXDR		SB69 MEETING AIRFARE	442.10
			FC5XQJ		SB69 MEETING AIRFARE	442.10
					<b>Total :</b>	<b>7,117.25</b>
203887	10/2/2014	000006	WELLS FARGO PAYMENT REMITTANCE, 662		SB69 MEETING TRAVEL EXPENSE	18.00
			91014		MEETING SUPPLIES	16.98
			91114		MEETING/CONFERENCE - TERRY F	20.00
			91514		NON-DEPARTMENTAL SUPPLIES	6.70
			F2RXDR-2		2B69 MEETING AIRFARE CHANGE I	5.60
			FC5XQJ-2		2B69 MEETING AIRFARE CHANGE I	5.60

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203887	10/2/2014	000006	000006 WELLS FARGO PAYMENT REMITTAN (Continued)			Total : 72.88
203888	10/2/2014	000139	WILDOMAR CHAMBER OF COMMERCE 310		OCT 2014 CHAMBER MONTHLY BRI	84.00
						Total : 84.00
22 Vouchers for bank code : wf						Bank total : 109,867.96
22 Vouchers in this report						Total vouchers : 109,867.96

Voucher List  
City of Wildomar

Bank code : wf

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
203894	10/8/2014	000283 RIVERSIDE COUNTY CLERK	100614		FILING FEE - ZOA 14-03	50.00

Total : 50.00

1 Vouchers for bank code : wf

Bank total : 50.00

1 Vouchers in this report

Total vouchers : 50.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203895	10/9/2014	000660	ACCOUNTEMPS	41378683	WE 9/26/14 ACCTING CONTRACTU.	428.75
					<b>Total :</b>	<b>428.75</b>
203896	10/9/2014	000007	ANIMAL FRIENDS OF THE VALLEY,, INC. AUG'14		AUG 2014 ANIMAL CONTROL SERV	5,600.00
					<b>Total :</b>	<b>5,600.00</b>
203897	10/9/2014	000600	APPLIED PLANNING INC	014-0132	WAL-MART EIR SEPT 2014	11,245.15
					<b>Total :</b>	<b>11,245.15</b>
203898	10/9/2014	000554	AT & T	9/28/14	P/E 9/28/14 TELEPHONE LONG DIS	37.14
					<b>Total :</b>	<b>37.14</b>
203899	10/9/2014	000008	AT&T MOBILITY	X09282014	8/21/14-9/20/14 COUNCIL MOBILE P	111.24
					<b>Total :</b>	<b>111.24</b>
203900	10/9/2014	000028	CALPERS	92114	9/8/14-9/21/14 BENEFIT CONTRIBU	7,104.56
					<b>Total :</b>	<b>7,104.56</b>
203901	10/9/2014	000028	CALPERS	90714	8/25/14-9/07/14 BENEFIT CONTRIBU	5,619.17
					<b>Total :</b>	<b>5,619.17</b>
203902	10/9/2014	000028	CALPERS	93014	SEPT 2014 CITY COUNCIL/PERS SU	384.80
					<b>Total :</b>	<b>384.80</b>
203903	10/9/2014	000028	CALPERS	14344794	DELINQUENT PAYROLL	200.00
					<b>Total :</b>	<b>200.00</b>
203904	10/9/2014	000636	CLARENCE, KENNETH T	80714	REFUND OF UNUSED DEPOSIT FEI	3,616.93
					<b>Total :</b>	<b>3,616.93</b>
203905	10/9/2014	000035	COUNTY OF RIVERSIDE, TLMA	TL0000010920	AUG 2014 SLF COSTS/COST OF SV	511.96
					<b>Total :</b>	<b>511.96</b>
203906	10/9/2014	000036	DATAQUICK	B1-2338768	SEPT 2014 CODE ENFORCEMENT :	150.00
					<b>Total :</b>	<b>150.00</b>
203907	10/9/2014	000022	EDISON	100214A	ELECTRIC 9/1/14-10/1/14 CSA 103 F	41.19

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203907	10/9/2014	000022 EDISON	(Continued) 100214B 92014 92714A 92714B		ELECTRIC 9/1/14-10/1/14 CITY LAMI 6/30/14-9/17/14 ZONE ELECTRICAL ELECTRIC 8/27/14-9/26/14 LITTLE L ELECTRIC 8/27/14-9/26/14 21400 PA	95.24 943.66 45.27 163.88 <b>Total : 1,289.24</b>
203908	10/9/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER	6939572 6939573 6939574 6942929 6942930 6942931 6942932 6942933 6942934 6942935 6942936 6942937 6942938 6942939 6942940 6955949		8/15/14-9/15/14 WATER ZONE 42 LC 8/15/14-9/15/14 WATER ZONE 42 LC 8/15/14-9/15/14 WATER ZONE 42 LC 8/18/14-9/17/14 WATER ZONE 3 LOC 8/18/14-9/17/14 WATER ZONE 30 LC 8/18/14-9/17/14 WATER ZONE 3 LOC 8/18/14-9/17/14 WATER ZONE 51 LC 8/18/14-9/17/14 WATER LITTLE LEA 8/18/14-9/17/14 WATER WINDSONG 8/18/14-9/17/14 WATER ZONE 3 LOC 8/18/14-9/17/14 WATER ZONE 3 LOC 8/18/14-9/17/14 WATER ZONE 30 LC 8/18/14-9/17/14 WATER ZONE 3 LOC 8/18/14-9/17/14 WATER 22450 1/2 C 8/18/14-9/17/14 WATER 22450 CER\ 8/21/14-9/19/14 WATER ZONE 3 LOC	211.19 125.51 134.69 206.03 81.99 102.41 74.80 326.68 839.20 797.03 144.59 175.75 153.38 103.87 345.43 109.54 <b>Total : 3,932.09</b>
203909	10/9/2014	000499 INLAND EMPIRE LANDSCAPE INC	7543		SEPT 2014 ZONE & PARK LANDSC/	8,007.82 <b>Total : 8,007.82</b>
203910	10/9/2014	000661 JOHNSON, ROCHELLE	10/10/14		9/29/14-10/10/14 ACCOUNTING COF	4,005.00 <b>Total : 4,005.00</b>
203911	10/9/2014	000631 LABOR READY	18880041		9/20/14-9/26/14 CEMETERY LABOR	607.64 <b>Total : 607.64</b>
203912	10/9/2014	000079 LAN WAN ENTERPRISE	50583 50681		AUG 2014 WILDOMAR MAINTENAN CISCO WARRANTIES	1,200.00 142.00 <b>Total : 1,342.00</b>

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203913	10/9/2014	000500 MATTHEW FAGAN CONSULTING SERV.	9		RANCON MEDICAL/OFFICE RETAIL	931.64
					<b>Total :</b>	<b>931.64</b>
203914	10/9/2014	000018 ONTRAC	80515520		RELATED SHIPPING COSTS	63.76
					<b>Total :</b>	<b>63.76</b>
203915	10/9/2014	000047 RIVERSIDE COUNTY, SHERIFF'S DEPAR	SH0000024735		JULY 2014 CONTRACT LAW ENFOR	146,692.34
					<b>Total :</b>	<b>146,692.34</b>
203916	10/9/2014	000718 ROSS, KEITH	426100079218		REIMBURSEMENT FOR DEPT CAMI	283.37
					<b>Total :</b>	<b>283.37</b>
203917	10/9/2014	000141 SWANK MOTION PICTURES INC	1212185		MOVIE - TRUNK OR TREAT 11/1/14	274.00
					<b>Total :</b>	<b>274.00</b>
203918	10/9/2014	000603 THE D.A. GILL COMPANY	90814C		REFUND OF UNUSED DEPOSIT FEI	1,721.18
					<b>Total :</b>	<b>1,721.18</b>
<b>24 Vouchers for bank code : wf</b>						<b>Bank total : 204,159.78</b>
<b>24 Vouchers in this report</b>						<b>Total vouchers : 204,159.78</b>

Voucher List  
City of Wildomar

Bank code : wf

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
203920	10/9/2014	000080 BURKE, WILLIAMS AND SORENSON,, LL	180508		AUG 2014 - PROFESSIONAL LEGAL	54,385.84
					<b>Total :</b>	<b>54,385.84</b>

1 Vouchers for bank code : wf

**Bank total :** 54,385.84

1 Vouchers in this report

**Total vouchers :** 54,385.84

Voucher List  
City of Wildomar

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
203921	10/15/2014	000725 IMPERIAL TECHNICAL SERVICE	100814		REPAIR OF BOOSTER PUMP AT MA	789.43
					<b>Total :</b>	<b>789.43</b>
					<b>Bank total :</b>	<b>789.43</b>
					<b>Total vouchers :</b>	<b>789.43</b>

1 Vouchers for bank code : wf

1 Vouchers in this report

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203929	10/16/2014	000660 ACCOUNTEMPS	41430617		WE 10/3/14 ACCTING CONTRACTU.	350.00
					<b>Total :</b>	<b>350.00</b>
203930	10/16/2014	000081 CALIFORNIA BUILDING STANDARDS, CC	100614 101614		7/1/14-9/30/14 CA BLDG STDRDS AI	135.00
					JAN 2014-MAR2014 CA BLDG STND	136.80
					<b>Total :</b>	<b>271.80</b>
203931	10/16/2014	000028 CALPERS	14369114		DELINQUENT PAYROLL	75.60
					<b>Total :</b>	<b>75.60</b>
203932	10/16/2014	000727 CORYDON CONSTRUCTION INC	90914		REFUND OF UNUSED DEPOSIT FU	640.82
					<b>Total :</b>	<b>640.82</b>
203933	10/16/2014	000730 COUGRZZ ROCK	101614		EVENT MUSIC - CONCERT IN THE F	600.00
					<b>Total :</b>	<b>600.00</b>
203934	10/16/2014	000011 CR&R INC.	0275228 275185		10/01/14-10/31/14 4 YD BOX - LITTL	143.59
					9/11/14 DUMP & EXCHANGE	255.16
					<b>Total :</b>	<b>398.75</b>
203935	10/16/2014	000082 DEPARTMENT OF CONSERVATION, DIVI:	100714 101614		JULY 2014 - SEPT 2014 SMIP FEES	113.71
					SMIP FEES JAN 2014 - MAR 2014	174.27
					<b>Total :</b>	<b>287.98</b>
203936	10/16/2014	000022 EDISON	100714A 100714B 100714C 100714D 100814		ELEC 9/1/14-10/1/14 WILDOMAR CI	205.60
					ELEC 9/1/14-10/1/14 WILDOMAR CI	75.94
					ELEC 9/1/14-10/1/14 CSA 22	3,137.39
					ELEC 8/13/14-10/1/14 CSA 103	13,902.49
					ELEC 9/1/14-10/1/14 CSA 142	1,994.05
					<b>Total :</b>	<b>19,315.47</b>
203937	10/16/2014	000642 ENVIRONMENTAL SCIENCE ASSOC	110191		PROF SVCS FOR WILDOMAR WES	9,309.50
					<b>Total :</b>	<b>9,309.50</b>
203938	10/16/2014	000024 GUARDIAN	101614		NOV 2014 DENTAL BENEFITS - CIT	1,969.01
					<b>Total :</b>	<b>1,969.01</b>

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203939	10/16/2014	000634 HEYDAY RECORDS AND EVENTS	101114		STAGE RENTAL CONCERT IN THE F	450.00
					<b>Total :</b>	<b>450.00</b>
203940	10/16/2014	000728 HUNG, DR YUEN SIANG	91714		REFUND OF UNUSED DEPOSIT FU	188.00
					<b>Total :</b>	<b>188.00</b>
203941	10/16/2014	000016 INNOVATIVE DOCUMENT SOLUTIONS	147365		9/1/14-9/30/14 CONTRACT COPIER	465.90
					<b>Total :</b>	<b>465.90</b>
203942	10/16/2014	000072 INTERWEST CONSULTING GROUP	19332		SEPT 2014 CONTRACTUAL SERVIC	61,277.95
					<b>Total :</b>	<b>61,277.95</b>
203943	10/16/2014	000147 MARATHON REPROGRAPHICS	86763		BUNDY CYN EIR CIP002	322.70
					<b>Total :</b>	<b>322.70</b>
203944	10/16/2014	000018 ONTRAC	8058029		SHIPPING RELATED COSTS	17.95
					<b>Total :</b>	<b>17.95</b>
203945	10/16/2014	000529 SIEMENS INDUSTRY, INC	5610004161 5610004787 5620002191 5620002742		SEPT 2014 TRAFFIC SIGNAL MAINT AUG 2014 TRAFFIC SIGNAL MAINTI AUG 2014 TRAFFIC SIGNAL CALL C SEPT 2014 TRAFFIC SIGNAL RESP	1,301.81 1,576.40 24,880.77 2,548.97
					<b>Total :</b>	<b>30,307.95</b>
203946	10/16/2014	000683 SOUTHWEST CONSTRUCTION CO INC	60314B		CIP0016 BUNDY CANYON 4/14/14-6	45,758.47
					<b>Total :</b>	<b>45,758.47</b>
203947	10/16/2014	000729 STANTON ELECTRIC	90814		REFUND OF FIXED FEE PERMIT BE	260.93
					<b>Total :</b>	<b>260.93</b>
203948	10/16/2014	000064 TYLER TECHNOLOGIES	045-116546		CODE ENFORCEMENT SOFTWARE	3,600.00
					<b>Total :</b>	<b>3,600.00</b>
203949	10/16/2014	000020 VERIZON	100114A 100114B 92214		10/1/14-10/31/14 OFFICE TELEPHOI 10/1/14-10/31/14 TELEPHONE CHAF 9/22/14-10/21/14 FIOS INTERNET CI	367.67 43.65 249.64
					<b>Total :</b>	<b>660.96</b>

Bank code : wf

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
203950	10/16/2014	000437 VERIZON WIRELESS	9732502334		8/23/14-9/22/14 DATA INTERNET CH	16.69
					<b>Total :</b>	<b>16.69</b>

22 Vouchers for bank code : wf

**Bank total : 176,546.43**

22 Vouchers in this report

**Total vouchers : 176,546.43**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203953	10/23/2014	000660 ACCOUNTEMPS	41095077 41453142		WE 8/22/14 ACCTING CONTRACTU. WE 10/10/14 ACCTING CONTRACTU	726.25 719.69 <b>Total : 1,445.94</b>
203954	10/23/2014	000031 AFLAC, REMITTANCE PROCESSING, CE	15165		NOV 2014 MEDICAL INSURANCE BI	974.67 <b>Total : 974.67</b>
203955	10/23/2014	000726 AIDI BIOMEDICAL, LLC	91714		REFUND OF UNUSED DEPOSIT FU	1,119.59 <b>Total : 1,119.59</b>
203956	10/23/2014	000033 AMERICAN FORENSIC NURSES	65380 65454		BLOOD DRAW (2) BLOOD DRAW (3) URINE SPEC (1)	80.00 160.00 <b>Total : 240.00</b>
203957	10/23/2014	000008 AT&T MOBILITY	X10202014		10/13/14-11/12/14 COUNCIL MOBILE	79.65 <b>Total : 79.65</b>
203958	10/23/2014	000028 CALPERS	1566		NOV 2014 MEDICAL PREMIUM	12,448.25 <b>Total : 12,448.25</b>
203959	10/23/2014	000035 COUNTY OF RIVERSIDE, TLMA	TL0000010967		SEPT 2014 SLF COSTS FY15	299.99 <b>Total : 299.99</b>
203960	10/23/2014	000058 DEPARTMENT OF JUSTICE	62596		SEPT 2014 POLICE BLOOD ALCOH	70.00 <b>Total : 70.00</b>
203961	10/23/2014	000027 DIRECT TV	24243958811		10/12/14-11/11/14 CABLE SERVICES	105.98 <b>Total : 105.98</b>
203962	10/23/2014	000731 FORTIE, MITCHELL	90414		REFUND OF UNUSED DEPOSIT FU	801.94 <b>Total : 801.94</b>
203963	10/23/2014	000685 GREAT AMERICA FINANCIAL SERVIC	16003034		2 - CANON COPIER SYSTEMS	405.01 <b>Total : 405.01</b>
203964	10/23/2014	000072 INTERWEST CONSULTING GROUP	18617 19266		JULY 2014 CONTRACTUAL SERVIC SEPT 2014 CONTRACTUAL SERVIC	102,671.58 139,305.47

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203964	10/23/2014	000072	000072 INTERWEST CONSULTING GROUP (Continued)			<b>Total : 241,977.05</b>
203965	10/23/2014	000661	JOHNSON, ROCHELLE	10/23/14	OCT 13-OCT23, 2014 ACCTING COI	3,600.00
						<b>Total : 3,600.00</b>
203966	10/23/2014	000182	MARTIN & CHAPMAN CO	2014254A	ELECTION SUPPLIES	21.60
						<b>Total : 21.60</b>
203967	10/23/2014	000732	SPECIAL T'S MARKETING	81114	REFUND OF UNUSED DEPOSIT FU	559.68
						<b>Total : 559.68</b>
203968	10/23/2014	000378	TEMECULA VALLEY PIPE & SUPPLY	531260	PARKS DEPARTMENTAL SUPPLIES	77.04
						<b>Total : 77.04</b>
203969	10/23/2014	000020	VERIZON	100714	10/7/14-11/6/14 TELEPHONE CHAR	43.79
						<b>Total : 43.79</b>
203970	10/23/2014	000612	VIEVU	10607	1-LE2 BODY WORN VIDEO CAMER	184.00
						<b>Total : 184.00</b>
203971	10/23/2014	000733	WOOD BUILDERS CONSTRUCTION	82014	REFUND OF UNUSED DEPOSIT FU	1,139.44
						<b>Total : 1,139.44</b>
19 Vouchers for bank code : wf						<b>Bank total : 265,593.62</b>
19 Vouchers in this report						<b>Total vouchers : 265,593.62</b>

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10/23/2014 4:13:32PM

Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203972	10/23/2014	000725 IMPERIAL TECHNICAL SERVICE	102214		REPAIR OF BOOSTER PUMP AT MARN/	1,392.71
					Total :	1,392.71
203973	10/23/2014	000641 MOORE FENCE COMPANY INC	102314		REMOVAL OF FENCE AT WINDSONG P/	1,291.35
					Total :	1,291.35
2 Vouchers for bank code : wf					Bank total :	2,684.06
2 Vouchers in this report					Total vouchers :	2,684.06

Voucher List  
City of Wildomar

10/30/2014 3:10:20PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203978	10/30/2014	000660 ACCOUNTEMP	41503216		WE 10/17/14 ACCTING CONTRACTUAL SVCS	700.00
					<b>Total :</b>	<b>700.00</b>
203979	10/30/2014	000458 AMERICAN FENCE COMPANY, INC.	1802482		10/21-11/20/14 INSTALL/REMOVE - 448 FT T	134.40
					<b>Total :</b>	<b>134.40</b>
203980	10/30/2014	000080 BURKE, WILLIAMS AND SORENSON,, LL	181713		SEPT 2014 LEGAL FEES	50,806.90
					<b>Total :</b>	<b>50,806.90</b>
203981	10/30/2014	000734 CA CONSTRUCTION	82714		REFUND OF UNUSED DEPOSIT FUNDS	526.85
					<b>Total :</b>	<b>526.85</b>
203982	10/30/2014	000028 CALPERS	100514		9/22/14-10/05/14 BENEFIT CONTRIBUTIONS	7,104.55
					<b>Total :</b>	<b>7,104.55</b>
203983	10/30/2014	000028 CALPERS	101914		10/05/14-10/19/14 BENEFIT CONTRIBUTIONS	7,104.55
					<b>Total :</b>	<b>7,104.55</b>
203984	10/30/2014	000028 CALPERS	103014		OCT 2014 BENEFIT CONTRIBUTION - CITY COU	384.80
					<b>Total :</b>	<b>384.80</b>
203985	10/30/2014	000735 CRAIG, GARY M	81914		REFUND OF UNUSED DEPOSIT FUNDS	281.46
					<b>Total :</b>	<b>281.46</b>
203986	10/30/2014	000002 CRYSTAL CLEAN MAINTENANCE	1003C		OCT 2014 - JANITORIAL SERVICE / CITY HAL	698.00
					<b>Total :</b>	<b>698.00</b>
203987	10/30/2014	000037 DATA TICKET, INC.	56720		SEPT 2014 CODE ENF. CITATION PROCESSING	524.90
			57010		SEPT 2014 DAILY CITATION PROCESSING	150.00

Voucher List  
City of Wildomar

10/30/2014 3:10:20PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203987	10/30/2014	000037	000037 DATA TICKET, INC.		(Continued)	<b>Total : 674.90</b>
203988	10/30/2014	000022	EDISON	101714 101814	9/15/14-10/15/14 ELEC 9/17/14-10/17/14 ELEC WILDOMAR 31160 CK	7,152.34 15.07 <b>Total : 7,167.41</b>
203989	10/30/2014	000012	ELSINORE VALLEY MUNICIPAL, WATER	6999209 6999210 6999211 6999212 7003208 7003209	9/08/14-10/08/14 WATER WATER ZONE 52 LOC 9/08/14-10/08/14 WATER WATER ZONE 29 LOC 9/08/14-10/08/14 WATER WATER ZONE 71 LOC 9/08/14-10/08/14 WATER WATER MARNA O'BRI 9/11/14-10/10/14 WATER WATER ZONE 3 LOC 9/11/14-10/10/14 WATER HERITAGE PARK (AU)	64.53 38.16 105.58 4,225.64 108.50 270.45 <b>Total : 4,812.86</b>
203990	10/30/2014	000736	KELLEY, MICHAEL C	73114	REFUND OF UNUSED DEPOSIT FUNDS	2,761.82 <b>Total : 2,761.82</b>
203991	10/30/2014	000738	KELLY, KYLE	102814	REFUND OF FIXED FEE PERMIT BXX-14-0147	282.71 <b>Total : 282.71</b>
203992	10/30/2014	000084	MUNISERVICES, LLC	0000035385	SUTA SVC TAX QTR END 6/30/14 FY 13/14 SA	378.10 <b>Total : 378.10</b>
203993	10/30/2014	000526	PRINT POSTAL	11833 11834	WINDSONG PARK SIGNS TRUNK OR TREAT FLYERS - MARNA O'BRIEN PA	373.20 355.32 <b>Total : 728.52</b>
203994	10/30/2014	000149	RIVERSIDE COUNTY EXECUTIVE, OFFIC	102714	SCFA ANIMAL SHELTER FY 14/15 DEBT SVC PA	109,739.00

Voucher List  
City of Wildomar

10/30/2014 3:10:20PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203994	10/30/2014	000149	000149 RIVERSIDE COUNTY EXECUTIVE, O (Continued)			<b>Total : 109,739.00</b>
203995	10/30/2014	000149	RIVERSIDE COUNTY EXECUTIVE, OFFIC 1415-02WIL		QTRLY OCT 2014-DEC 2014 ANIMAL SHELTER S	39,794.13
						<b>Total : 39,794.13</b>
203996	10/30/2014	000149	RIVERSIDE COUNTY EXECUTIVE, OFFIC 10/23/14		ANIMAL CONTROL CENTER INSURANCE	442.17
						<b>Total : 442.17</b>
203997	10/30/2014	000047	RIVERSIDE COUNTY, SHERIFF'S DEPAR SH0000024910		AUG 2014 CONTRACT LAW ENFORCEMENT	177,159.85
						<b>Total : 177,159.85</b>
203998	10/30/2014	000435	STRATA OAK, LLC C/O STRATA, EQUITY 110114		NOV 2014 CITY HALL MONTHLY LEASE	9,728.59
						<b>Total : 9,728.59</b>
203999	10/30/2014	000737	THE DESIGN MANAGEMENT GROUP 62314		REFUND OF UNUSED DEPOSIT FUNDS	1,870.25
						<b>Total : 1,870.25</b>
<b>22 Vouchers for bank code : wf</b>						<b>Bank total : 423,281.82</b>
<b>22 Vouchers in this report</b>						<b>Total vouchers : 423,281.82</b>

City of Wildomar  
Payroll Warrant Register  
11/1/2014

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
9/11/2014	Payroll People	08/23/2014-09/05/2014	9,841.40
9/11/2014	Payroll People	08/23/2014-09/05/2014	33,453.11
9/25/2014	Payroll People	09/06/2014-09/19/2014	6,977.87
9/25/2014	Payroll People	09/06/2014-09/19/2014	25,383.49
10/9/2014	Payroll People	09/20/2014-10/03/2014	23,892.78
10/9/2014	Payroll People	09/20/2014-10/03/2014	6,453.19
10/23/2014	Payroll People	10/04/2014-10/17/2014	23,709.78
10/23/2014	Payroll People	10/04/2014-10/17/2014	6,315.29
9/30/2014	Payroll People	09/01/2014-09/30/2014	869.10
10/30/2014	Payroll People	10/01/2014-10/31/2014	869.10
		<b>TOTAL</b>	<b><u><u>137,765.11</u></u></b>

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.4**  
**CONSENT CALENDAR**  
**Meeting Date: November 12 2014**

---

**TO:** Mayor and City Council Members  
**FROM:** Terry Rhodes, Accounting Manager  
**SUBJECT:** Treasurer's Report-September 2014

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the Treasurer's Report for September 2014.

**DISCUSSION:**

Attached is the Treasurer's Report for Cash and Investments for the month of September 2014.

**FISCAL IMPACT:**

None.

Submitted by:  
Terry Rhodes  
Accounting Manager

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

Treasurer's Report

**CITY OF WILDOMAR  
TREASURER'S REPORT FOR  
CASH AND INVESTMENT PORTFOLIO  
September 2014**

CITY CASH

FUND	ACCOUNT	INSTITUTION	BALANCE	RATE
All	All	WELLS FARGO	\$ 5,713,803.51	0.00%
		TOTAL	\$ 5,713,803.51	

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	\$ 5,771,074.85	\$ 862,528.74	\$ (919,800.08)	\$ 5,713,803.51	0.000%
		TOTAL	\$ 5,771,074.85	\$ 862,528.74	\$ (919,800.08)	\$ 5,713,803.51	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	\$ 1,545,885.74	\$ 1,545,885.74	\$ 1,545,885.74	100.00%	0	0.240%
	TOTAL	\$ 1,545,885.74	\$ 1,545,885.74	\$ 1,545,885.74	100.00%		

**CITY - TOTAL CASH AND INVESTMENT**      \$ 7,259,689.25

CITY INVESTMENT

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	\$ 1,545,885.74	\$ 0.00	\$ 0.00	\$ 1,545,885.74	0.240%
	TOTAL	\$ 1,545,885.74	\$ 0.00	\$ 0.00	\$ 1,545,885.74	

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

10/27/2014

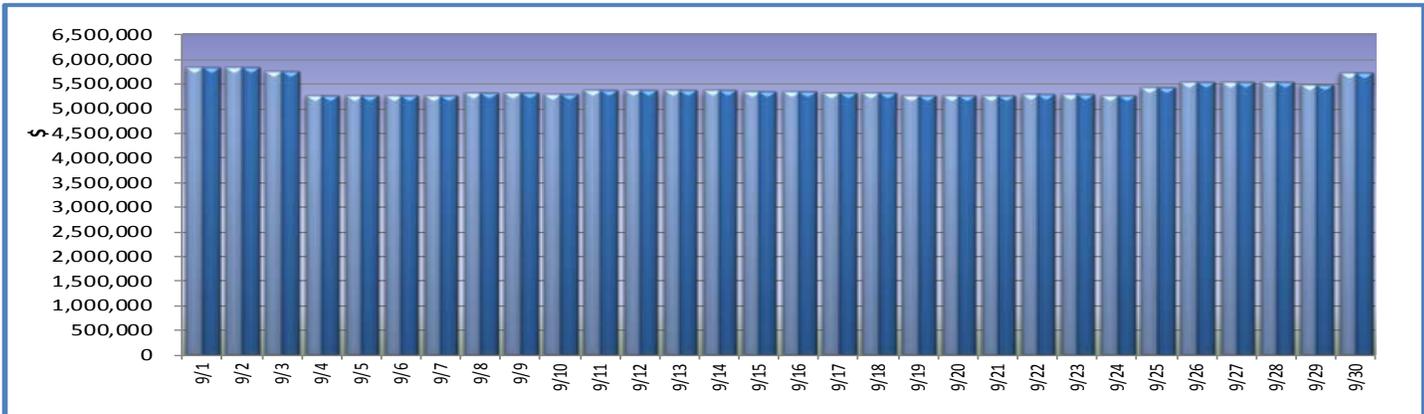
Terry Rhodes  
Accounting Manager

Date



# September 2014

## Daily Cash Balance All Funds Checking Only Pool Report Balance



Fiscal Year	Ending Balance	Monthly Net Activity
Jan 2012	3,459,306	
Feb 2012	2,106,711	(1,352,595)
Mar 2012	2,102,433	(4,279)
Apr 2012	3,052,012	949,579
May 2012	5,602,180	2,550,168
Jun 2012	4,566,993	(1,035,187)
July 2012	4,200,028	(366,965)
Aug 2012	4,109,986	(90,042)
Sep 2012	4,225,751	115,764
Oct 2012	3,856,256	(369,494)
Nov 2012	3,865,806	9,550
Dec 2012	8,485,880	4,620,074
Jan 2013	8,278,187	(207,693)
Feb 2013	6,821,316	(1,456,871)
Mar 2013	7,216,637	395,321
Apr 2013	5,933,768	(1,282,869)
May 2013	5,673,657	(260,111)
Jun 2013	5,614,248	(59,409)
July 2013	5,493,587	(120,661)
Aug 2013	5,642,783	149,196
Sep 2013	4,710,822	(931,961)
Oct 2013	4,692,739	(18,083)
Nov 2013	4,305,088	(387,651)
Dec 2013	5,067,625	762,537
Jan 2014	5,588,299	520,674
Feb 2014	5,271,391	(316,908)
Mar 2014	5,090,903	(180,488)
Apr 2014	6,601,410	1,510,507
May 2014	7,037,032	435,622
Jun 2014	6,751,858	(285,175)
Jul 2014	6,551,445	(200,413)
Aug 2014	5,771,075	(780,370)
Sep 2014	5,713,804	(57,271)

September 2014		
Date	Ending Balance In Whole \$	Net Change from Prior Day
9/1	5,818,373	-
9/2	5,818,373	-
9/3	5,730,003	(88,370)
9/4	5,257,935	(472,068)
9/5	5,257,935	-
9/6	5,257,935	-
9/7	5,257,935	-
9/8	5,314,181	56,246
9/9	5,308,909	(5,272)
9/10	5,268,791	(40,118)
9/11	5,366,347	97,556
9/12	5,350,231	(16,116)
9/13	5,350,231	-
9/14	5,350,231	-
9/15	5,327,467	(22,764)
9/16	5,319,445	(8,022)
9/17	5,308,836	(10,609)
9/18	5,292,218	(16,618)
9/19	5,257,513	(34,705)
9/20	5,257,513	-
9/21	5,257,513	-
9/22	5,268,764	11,251
9/23	5,266,339	(2,425)
9/24	5,242,447	(23,892)
9/25	5,399,090	156,643
9/26	5,520,479	121,389
9/27	5,520,479	-
9/28	5,520,479	-
9/29	5,466,589	(53,890)
9/30	5,713,804	247,215

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #1.5**  
**CONSENT CALENDAR**  
**Meeting Date: November 12, 2014**

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**TO:** Mayor and City Council Members  
**FROM:** Terry Rhodes, Accounting Manager  
**SUBJECT:** Property Tax Delinquency Program

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, AUTHORIZING PARTICIPATION IN PROGRAM TO FUND PROPERTY  
TAX DELINQUENCIES AND APPROVING AMENDMENTS TO FISCAL AGENT  
AGREEMENTS AND EXECUTION OF OTHER AGREEMENTS AS NECESSARY  
FOR SUCH PURPOSES

**BACKGROUND:**

The City is entitled to revenues from property tax levies made for a variety of different purposes. These levies include the 1% “Ad Valorem” levy and other levies for weed abatement, nuisance abatement, sewer or refuse service, special taxes and assessments levied for community facilities districts (“CFD”s) and/or assessment districts (“ADs”), and landscape and lighting district levies, etc..

Each year, approximately across the State of California 2% to 5% of property taxes are not paid in the year in which they are due and thus become delinquent. The City of Wildomar’s average rate is approximately 5%. Staff has identified a program being offered by the California Statewide Community Development Authority (CSCDA) a statewide joint powers authority sponsored by the League of California Cities and the California State Association of Counties, under which the total amount of money due for qualified tax delinquencies will be advanced in full by the CSCDA, along with a 10% premium, in exchange for an assignment for sale of the rights to the payments made by the owners of tax-delinquent properties, if and when such payments are made, along with the penalties and interest that are due thereon. This program is designed like a “Teeter Plan” for agencies that do not participate in a Teeter Plan or for agencies that levy some taxes that are not eligible for inclusion in the County’s Teeter Plan.

CDCSA finances this program by pooling the tax delinquencies of different local agencies, and selling Certificates of Participation for the amount of all of the accumulated delinquencies to CSCDA’s selected underwriter, Tower Capital Management (Tower). In the first year of an agency’s participation, CSCDA will

purchase delinquencies that are up to 5 years old, meaning CSCDA will pay the City 100% of the qualified taxes remaining delinquent from any time during the last 5 years. Thus, the City is able to realize immediate cash for this non-performing asset. The City also receives a 10% premium on the purchased delinquencies that can be used for any lawful purpose, including distribution to the City's General Fund.

CSCDA requires a three-year commitment from Cities that wish to sell their delinquencies. If the attached Resolution is approved, Tower will conduct due diligence to determine which delinquencies qualify for the program, and on what terms. Thereafter, the results will be reviewed with such qualified officers as the City may then be set to proceed to closing, at which time the City will receive its money on a non-recourse basis for all delinquencies that are sold. After the first year, and each year thereafter, CSCDA will request that the City extend the agreement for one additional year. This will ensure that a 2 to 3 year "evergreen" term always exists. If the City ever wants to exit the program, it need only decline to extend the term and wait to exit the program when the existing term is completed.

#### **DISCUSSION:**

The CSCDA program offers a number of benefits to the City:

1. The receipt of cash this year for all of the qualified 1% ad valorem tax and direct levy delinquencies up to 5 years old, plus a 10% premium on that amount.
2. A 10% premium received on direct levy delinquencies can be placed in the City's general fund or any other City fund.
3. The City's delinquencies are sold to CSCDA on a "non-recourse" basis, which means that if the delinquent taxes are never paid and if the properties are not sold by the County Tax collector after the redemption period has expired, the failure to receive those revenues is a loss to CSCDA's underwriter, Tower, with to recourse to City funds to make up that loss. Thus, the risk of non-collection is shifted from the City of CSCDA's underwriter. (Note should be made that this is distinguished from taxes that are levied in error, or that would never have resulted in revenue to the City in any case.)
4. In two significant ways, CSCDA's program is actually better than a Teeter Plan because:
  - a. The City only commits to participate for a 3-year period, compared to a Teeter Plan in which the City is required to participate in perpetuity or until 2/3 of the participating revenue districts adopt resolutions to terminate the entire Teeter Plan.
  - b. The program pays 110% of the amount of delinquencies purchased, as compared to a Teeter Plan, which is limited by law to paying 100%.

5. For CFDs and ADs where bonds have been issued, there are a number of additional benefits:
  - a. The traditional remedy of the City foreclosing on constituent property owners to pay bondholders, is essentially replaced with a funding of the delinquencies until the County Tax Collector is prepared to foreclose on *all* of the taxes together. Under State law, the Tax Collector is not allowed to foreclose until 5 years after the first delinquency. In many CFD and AD bond indentures, the City may be *required* to foreclose well in advance of that 5-year date, depending on the level of delinquencies and the particular foreclosure covenant that is in the applicable Bond indenture. This program has the effect of “truing up” these redemption periods so that delinquent special taxes and assessments have the same redemption period as 1% ad valorem tax delinquencies.
  - b. The City saves the staff time and money required to send notices to property owners, strip delinquent taxes from the tax roll and file, pursue, monitor and complete judicial foreclosure proceedings.
  - c. Bondholders receive an additional layer of security by knowing that participation by the City in this program effectively means that there will be no delinquencies and that they will be paid in full.
  - d. Agencies that levy an additional increment to account for delinquencies may be able to actually reduce their special tax rates within a given district, because there will no longer be a need to raise additional funds to cover delinquencies.
  - e. Taxpayers receive the benefit of no foreclosures in advance of the 5-year redemption period, not being threatened with foreclosure, and not having to pay City costs and attorney fees related to a foreclosure which can sometimes dwarf the delinquent taxes due.
  - f. Property owners who pay their assessments and taxes on time will be assured that the amounts levied against their properties will not be increased, to cover the delinquencies of other property owners.

For these reasons, staff recommends that the City participate in this funding program.

Staff has caused the attached Resolution to be prepared, authorizing the City Manager or City Attorney to execute amendments as necessary to each of the Fiscal Agent Agreements (or other agreements) governing the bonds issued on behalf of each CFD or AD, or any general obligation or other bonds (if applicable), to approve a purchase and sale agreement between the City and CSCDA for the sale of the City's delinquent tax receivables and authorizing staff to execute such an agreement and any other documents, and to perform such acts as are necessary or appropriate, to consummate the sale and assignment of qualified delinquencies to CSCDA for the 2012-23 fiscal

year (including all prior year delinquencies for the prior 4 years on the tax roll) outstanding as of the cut-off date (being the date of last distribution of taxes from the County to the City) and granting CSCDA the right to purchase future delinquencies of levies made for fiscal years 2013-2014 and 2014-2015.

Each of the amendments will be reviewed by Bond Counsel to the Authority (Jones Hall, San Francisco) with the understanding that the consummation of the purchase and sales transaction is contingent upon the agreement of the bond trustees or fiscal agents (and their counsel) if appropriate under existing agreements and the City's receipt of an opinion from Bond counsel to the effect that the amendments being made in the attached resolution comply with the requirements of each respective Bond Indenture or Fiscal Agent Agreements, as applicable.

**FISCAL IMPACTS:**

The primary benefit this program offers a simple process which will serve as a reduction in costs to the delinquent property tax owner and a significant reduction in the administrative burden to staff and outside attorney's attempting to obtain payment on delinquencies as required by the bond documents. It is estimated that the City of Wildomar's participation in the program will generate the following additional revenues prior to or during FY 2014-15:

- Total Delinquencies.....\$201,248.57
- Percent Funded.....85%
- Amount Funded.....\$171,061.28
- 10% Premium Benefit.....\$17,106.13

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 2014 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, APPROVING ASSIGNMENT OF DELINQUENT TAX RECEIVABLES  
TO THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
FOR PRIOR FISCAL YEARS, AND AUTHORIZING EXECUTION AND DELIVERY OF  
RELATED DOCUMENTS AND ACTIONS**

WHEREAS, under Section 6515.6 of the Government Code of the State of California (the "Law"), a city is authorized to sell and assign to a joint powers authority any or all of its right, title, and interest in and to the enforcement and collection of delinquent and uncollected property taxes, assessments and other receivables that have been levied by or on behalf of such city for collection on the secured, unsecured, or supplemental property tax rolls (collectively, "Delinquent Taxes and Assessments") in accordance with such terms and conditions as are set forth in an agreement with the joint powers authority; and

WHEREAS, the California Statewide Communities Development Authority (the "Authority") has been formed as a joint powers authority and, as such, is authorized under the Law to issue its bonds, notes, certificates of participation or other obligations for the purpose of providing funds to purchase Delinquent Taxes and Assessments in accordance with the Law upon terms and conditions which are acceptable to the local agency from whom such Delinquent Taxes and Assessments are acquired; and

WHEREAS, the Authority has requested the City of authorize the sale of its Delinquent Taxes and Assessments to the Authority for the fiscal years ending June 30 in each of the years 2009 through 3013 inclusive forthwith, and years 2014 and 2015 thereafter (the "Covered Fiscal Years") at a purchase price equal to 110% of the principal amount of Delinquent Taxes and Assessments which are eligible for sale and assignment; and

WHEREAS, the Authority has made arrangements to issue and sell one or more series of certificates of participation which represent a participation interest in all of the Delinquent Taxes and Assessments received from the City and from other participating local agencies, which certificates of participation will be sold to a designee of Tower Capital Management, LLC, a Delaware limited liability company ("Tower Capital"); and

WHEREAS, the City Council wishes at this time to approve the foregoing financial plan and authorize the execution and delivery of all related documents and actions.

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

**Section 1. Authorization of Sale of Delinquent Taxes and Assessments.**

The City Council hereby approves and authorizes the sale of Delinquent Taxes and Assessments, in whole or in part, for any one or more of the covered Fiscal Years, to the Authority for a minimum purchase price of 110% of the amount thereof.

**Section 2. Authorization to Execute Financing Documents.**

In order to implement the financing plan approved under Section 1, the City Council hereby authorizes the City Manager or the City Attorney (each, an "Authorized Officer of the City"), to execute and deliver an agreement between the Authority and the City whereby the City sells Delinquent Taxes and Assessments to the Authority upon terms and conditions which are acceptable to an Authorized Officer of the City. An Authorized Officer of the City is hereby authorized and directed to execute such an agreement in the name and on behalf of the City. The material terms of each such agreement shall include the following:

- (a) The Delinquent Taxes and Assessments shall be sold to the Authority for a purchase price which is at least equal to 110% thereof, which amount shall be paid to the City upon the closing of the transaction in funds which are immediately available to the City.
- (b) As a result of such a sale, the Authority shall be entitled to receive all amounts collected in respect of such Delinquent Taxes and Assessments, including applicable interest and penalties, provided that all such collections shall continue to be made in the manner prescribed by law;
- (c) Such sale of Delinquent Taxes and Assessments shall be without recourse to the City, and the City shall not incur any liability or assume any responsibility to the Authority for the collection of the Delinquent Taxes and Assessments;
- (d) All costs of financing the purchase of Delinquent Taxes and Assessments by the Authority shall be the sole responsibility of the Authority, and the City shall not have any liability for payment of such costs; and
- (e) In order to provide funds for the financing of the Delinquent Taxes and Assessments, the Authority shall be authorized to sell one or more series of certificates of participation to Tower Capital.

**Section 3. Official Actions.**

The Mayor, the City manager, City Attorney, City Clerk and all other officers of the City are hereby authorized and directed, for and in the name and on behalf of the City, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, and

notices, consents, amendments to existing bond indentures or similar instruments, instruments of conveyance, warrants, and other documents, which they, or any of the, may deem necessary or advisable in order to consummate the sale of Delinquent Taxes and Assessments to the Authority for the covered Fiscal Years. Whenever in the Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

**Section 4.** This Resolution shall take effect from and after the date of its passage and adoption.

**PASSED, APPROVED AND ADOPTED** this 12th day of November, 2014.

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Marsha Swanson  
Mayor

APPROVED AS TO FORM:

ATTEST:

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Thomas D. Jex  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.6**  
**CONSENT CALENDAR**  
**Meeting Date: November 12, 2014**

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**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist, City Manager  
**PREPARED BY:** Janet Morales, Administrative Analyst  
**SUBJECT:** Dog License Late Fee Amnesty Program

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council Adopt a Resolution entitled:

RESOLUTION NO. 2014 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, APPROVING THE DOG LICENSE LATE FEE AMNESTY  
PROGRAM FOR A TWO WEEK PERIOD

**BACKGROUND:**

On May 14, 2014, Council allocated \$12,500 of the \$18,825.65 expense credit balance towards a matching grant with Animal Friends of the Valley for spay/neutering and microchipping vouchers for Wildomar Residents. This was part of the Regional Marketing program which includes participation from other member agencies in the Southwest Communities Financing Authority (SCFA); Canyon Lake, Lake Elsinore, Murrieta, Temecula and Riverside County. The goal of the program is to leverage local resources to educate and increase public awareness throughout the region about important pet ownership measures including licensing, spay/neutering and microchipping to reduce pet overpopulation in the shelter by 10% and adoptable euthanasia by 15% in the next year.

The Dog License Amnesty Program is another component to the marketing program which offers Wildomar Residents the opportunity to license or renew dog licenses without having to pay late fees. The late fee for failure to license is \$20 plus the cost of the license. The intent of the two week amnesty program is to encourage residents to bring their dog licenses current by only charging the license fees which is \$15 for altered dogs and \$25 for unaltered dogs.

The amnesty program will encourage future communication, compliance and long-term cost and resource savings by aiding in identification of the dog owner in the event the dog gets lost and is taken to the animal shelter. Reducing the length of stay of the pet

will reduce the amount Wildomar pays each year towards sheltering and bond debt service.

The two week amnesty will take place December 2014 with specific dates to coincide with other members of the SCFA. City will issue press releases and publicize prior to the beginning of the amnesty period.

**FISCAL IMPACTS:**

Participating in the Dog License Late Fee Amnesty Program for a two week period will result in approximately \$1,500 use of the remaining \$6,325.65 expense credit balance.

**ATTACHMENTS:**

A. Resolution

# ATTACHMENT A

**RESOLUTION NO. 2014 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE DOG LICENSE LATE FEE AMNESTY PROGRAM FOR A TWO WEEK PERIOD**

**WHEREAS**, on December 8, 2010, The City of Wildomar entered into a Joint Powers Authority Agreement with the County of Riverside and the Cities of Canyon Lake, Lake Elsinore, Murrieta and Temecula creating the Southwest Financing Authority (SCFA) for the purpose of establishing a mechanism for the financing of a centrally located animal shelter; and

**WHEREAS**, the Dog License Late Fee Amnesty Program will provide Wildomar Residents the opportunity to renew and/or license their dogs without having to pay late fees for a two week period; and

**WHEREAS**, the Amnesty Program is part of a regional coordinated marketing program that includes all members of the SCFA.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the City Council of the City of Wildomar, California that the City Council authorizes participation in the Dog License Late Fee Amnesty Program for a two week period.

**PASSED, APPROVED, AND ADOPTED** this 12th day of November, 2014.

\_\_\_\_\_  
Marsha Swanson  
Mayor

APPROVED AS TO FORM:

ATTEST:

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

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

**CITY OF WILDOMAR - CITY COUNCIL**  
**Agenda Item #1.7**  
**CONSENT CALENDAR**  
**Meeting Date: November 12, 2014**

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**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist – City Manager  
**SUBJECT:** Contract Award for Facilities Maintenance and Janitorial Services

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve a contract with Real Estate Resource Services, Inc. to provide Facilities Maintenance and Janitorial Services at Wildomar's Parks.

**BACKGROUND/DISCUSSION:**

On the week of October 6, 2014 the Request for Proposals for Facilities Janitorial services were distributed to twenty-five Facilities Janitorial companies. On October 27, 2014, the top 2 firms were interviewed and Real Estate Resource Services, Inc. was selected to provide these professional services.

Real Estate Resource Service (RERS) is a unique firm providing a wide range of services. It's specialties include construction, rehabilitation, P&P (preservation and protection), maintenance & janitorial services, landscaping, pest control, and removal of hazardous material.

RERS currently provides various services to the cities of Riverside, Hemet and Rialto. The recommended contract award is for three years with two 1 year extensions.

**FISCAL IMPACT:**

The cost of services fiscal year:  
FY2014/15 \$23,620.00

**ATTACHMENTS:**

Agreement for Services

**AGREEMENT FOR SERVICES**

**By and Between**

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

**and**

**Real Estate Resource Services, Inc  
Independent Contractor**

**AGREEMENT FOR SERVICES  
BETWEEN  
THE CITY OF WILDOMAR, CALIFORNIA  
AND  
REAL ESTATE RESOURCE Services, Inc. – Independent Contractor**

This Agreement for Services (“Agreement”) is entered into as of this 12<sup>TH</sup> day of November, 2014 by and between the City of Wildomar, a municipal corporation (“City”) and Real Estate Resource Services, Inc., an Independent Contractor (“Service Provider”). City and Service Provider are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

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

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

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

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

**OPERATIVE PROVISIONS**

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for 1 years 0 months commencing on the date first ascribed above.

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

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

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit “A.” Should the Services not be completed pursuant to that

schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

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

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

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

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Fifty Thousand dollars (\$50,000.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

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

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

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

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

City may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. City shall reject or finally accept

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

**SECTION 6. OWNERSHIP OF DOCUMENTS.**

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

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

**SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.**

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

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

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

**SECTION 8. INDEPENDENT CONTRACTOR.**

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

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

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

**SECTION 9. STANDARD OF PERFORMANCE.**

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

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

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations

necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.

**SECTION 11. PREVAILING WAGE LAWS**

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

**SECTION 12. NONDISCRIMINATION.**

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

**SECTION 13. UNAUTHORIZED ALIENS.**

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

**SECTION 14. CONFLICTS OF INTEREST.**

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

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

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

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

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

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

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

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

## **SECTION 16. INDEMNIFICATION.**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents,

employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

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

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

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

## **SECTION 17. INSURANCE.**

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content.

These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

**SECTION 18. ASSIGNMENT.**

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

**SECTION 19. CONTINUITY OF PERSONNEL.**

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

**SECTION 20. TERMINATION OF AGREEMENT.**

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

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

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

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

**SECTION 21. DEFAULT.**

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work

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

**SECTION 22. EXCUSABLE DELAYS.**

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

**SECTION 23. COOPERATION BY CITY.**

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

**SECTION 24. NOTICES.**

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

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

To Service Provider: Real Estate Resource Services, Inc.  
21621 River Road  
Perris, Ca 92570  
951-280-1331

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

**SECTION 25. AUTHORITY TO EXECUTE.**

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

**SECTION 26. ADMINISTRATION AND IMPLEMENTATION.**

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

**SECTION 27. BINDING EFFECT.**

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

**SECTION 28. AMENDMENT.**

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

**SECTION 29. WAIVER.**

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

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

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

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

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

**SECTION 32. ENTIRE AGREEMENT.**

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

**SECTION 33. SEVERABILITY.**

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

**SECTION 34. CONFLICTING TERMS.**

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

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

**CITY OF WILDOMAR**

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

**ATTEST:**

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

**APPROVED AS TO FORM**

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

\_\_\_\_\_

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

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

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

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

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

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

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

WITNESS my hand and official seal.

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

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_
- TITLE(S)
  
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER \_\_\_\_\_
- \_\_\_\_\_

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

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

\_\_\_\_\_

\_\_\_\_\_

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

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

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

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

WITNESS my hand and official seal.

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

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER  
\_\_\_\_\_  
TITLE(S)
- PARTNER(S)     LIMITED  
                           GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

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

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

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

**I. Service Provider will perform the following Services:**

- A. The cleaning and debris removal of both interior and exterior areas leaving leaving property in a condition ready for public use at three parks: Marna O'Brien, Windsong, and Heritage Regency.
- B. Clean and sanitize all restrooms, clean faucets, mirrors, refill towel dispensers toilet tissue holder(s), mop floors, and use germicidal agent.
- C. Disinfect all surfaces of partitions, stalls, stall doors, and wall areas adjacent to urinals and toilets.
- D. All stainless steel will be streak free and residue free.
- E. Soap dispensers, hand towel, toilet paper and sanitary napkins dispensers will be refilled.
- F. Empty trash receptacles and replace liners – park, doggie park and restrooms.
- G. Any damages, vandalism, or graffiti will be reported to appropriate City Staff.
- H. Once a Month exterior walls and concrete of restrooms will be cleaned on the Exterior, service provider will use a power washer for this task.
- I. Once a Month deodorant blocks will be replaced.
- J. Once a month all air vents will be cleaned.

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

- A. N/A
- B.
- C.
- D.

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

- A. Incident Report
- B. Monthly Status Reports
- C.

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

- A. E-mail
- B. Text message
- C. Phone call

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

- A. A two person team will be delegated to complete daily and non-daily task.

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

- A. Pest Extermination

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

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

Field Service Staff	\$22.71 per hour
A. _____	_____
B. _____	_____
C. _____	_____
D. _____	_____

**II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ 0.00 per hour without written authorization from the City Manager or his designee.**

**IV. The total compensation for the Services shall not exceed \$47,240.00, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.**

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

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

Service Provider shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Service Provider and all risks to such persons under this Agreement.

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

2. Minimum Limits of Insurance. Service Provider shall maintain limits of insurance no less than:

(1) Commercial General Liability. \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than \$1,000,000 per occurrence.

(4) Professional Liability. \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

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

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Service Provider performs; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Service Provider's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Service Provider's insurance.

(3) Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.

C. Other Requirements. Service Provider agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the

insurance provisions of this contract have been complied with. The City may require that Service Provider furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Service Provider shall furnish certificates and endorsements from each sub-contractor identical to those Service Provider provides.

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

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

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #1.8**  
**CONSENT CALENDAR**  
**Meeting Date: November 12, 2014**

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**TO:** Mayor and City Council Members  
**FROM:** Janet Morales, Administrative Analyst  
**SUBJECT:** FY 2014 State Homeland Security Program (SHSP) Award

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council accept \$6,269 in funding from Riverside County's FY 2014 State Homeland Security Program (SHSP); and Adopt a Resolution entitled:

RESOLUTION NO. 2014 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, APPROVING PARTICIPATION IN THE FY 2014 STATE  
HOMELAND SECURITY PROGRAM (SHSP) AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR AND ON  
BEHALF OF THE CITY

**DISCUSSION:**

The California Emergency Management Agency (CalEMA) has approved Riverside County's FY 2014 SHSP application and has authorized the commencement of reimbursement requests to approved Cities. The performance period of this grant is October 10, 2014 – February 28, 2016.

The FY 2014 SHSP grant provides 100% reimbursement to the City for eligible purchases of supplies, materials, equipment and training relating to and conducting Community Emergency Response Team (CERT) program certifications. The CERT program educates people about disaster preparedness and provides resources and training to help citizens plan for and recover from a disaster or emergency.

**FISCAL IMPACT:**

The total grant amount is \$6,269 which is 100% reimbursable.

**ATTACHMENTS:**

- A. Resolution
- B. FY 2014 SHSP Award letter from Riverside County Fire/OES
- C. FY 2014 SHSP Grant Application Workbook

# Attachment A

**RESOLUTION NO. 2014 - \_\_\_\_\_**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, APPROVING PARTICIPATION IN THE FY 2014 STATE HOMELAND SECURITY PROGRAM (SHSP) AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR AND ON BEHALF OF THE CITY**

**WHEREAS**, the Department of Homeland Security, Federal Emergency Management Agency have provided funds for the FY 2014 State Homeland Security Program (SHSP); and

**WHEREAS**, the California Emergency Management Agency (CalEMA) has been delegated the responsibility for the administration of this grant program establishing necessary procures; and

**WHEREAS**, the Riverside County Office of Emergency Services has been further delegated the responsibility for the administration of this grant program establishing necessary procedures; and

**WHEREAS**, the Riverside County Office of Emergency Services has awarded the City of Wildomar funds for FY 2014; and

**WHEREAS**, said procedures established by the State of California and the County of Riverside require a resolution certifying the approval of the application.

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

1. The City Council approves participation in the FY 2014 State Homeland Security Program; and
2. The City Council appoints the City Manager or his designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned projects.

**PASSED, APPROVED, AND ADOPTED** this 12th day of November, 2014.

\_\_\_\_\_  
Marsha Swanson  
Mayor

APPROVED AS TO FORM:

ATTEST:

---

Thomas D. Jex  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

# Attachment B



**RIVERSIDE COUNTY FIRE DEPARTMENT**  
IN COOPERATION WITH  
THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

**John R. Hawkins ~ Fire Chief**  
210 West San Jacinto Avenue ~ Perris, CA 92570  
(951) 940-6900 ~ www.rvcfire.org

PROUDLY SERVING THE  
UNINCORPORATED AREAS  
OF RIVERSIDE COUNTY  
AND THE CITIES OF:

- BANNING
- BEAUMONT
- CALIMESA
- CANYON LAKE
- COACHELLA
- DESERT HOT SPRINGS
- EASTVALE
- INDIAN WELLS
- INDIO
- JURUPA VALLEY
- LAKE ELSINORE
- LA QUINTA
- MENIFEE
- MORENO VALLEY
- PALM DESERT
- PERRIS
- RANCHO MIRAGE
- RUBIDOUX CSD
- SAN JACINTO
- TEMECULA
- WILDOMAR

**BOARD OF SUPERVISORS:**

- BOB BUSTER  
DISTRICT 1
- JOHN TAVAGLIONE  
DISTRICT 2
- JEFF STONE  
DISTRICT 3
- JOHN BENOIT  
DISTRICT 4
- MARION ASHLEY  
DISTRICT 5

October 10, 2014

Janet Morales  
Les Chapman  
Wildomar, CA

RE: FY14 State Homeland Security Program (SHSP)                      Award – CERT- \$6,269  
Grant #: 2014-SS-00093                      CFDA#: 97.067

The California Office of Emergency Services (CalOES) has approved Riverside County's FY14 Homeland Security Grant Program (HSGP) application and has authorized the commencement of expenditures and reimbursement requests. The overall performance period of this grant is October 10, 2014 – February 28, 2016. The following milestones have been set by the state for your projects:

<u>Project</u>	<u>Amount</u>	<u>Completion Date</u>
CERT	\$3,135	8/01/2015

Subject to pending paperwork this letter serves as authorization to begin spending and requesting reimbursement of your Anti-Terrorism Approval Authority (ATAA) approved projects. Riverside County OES does require you to provide a signed FY14 Grant Assurance and completed and signed Workbook Face-Sheet within 15 days of date of this letter. Please remember that changes to your grant will require the approval of the OA prior to incurring any costs. All modifications, EHP's, sole source procurement, EOC and construction requests require additional approvals from CalOES through the OA prior to incurring any costs. Your Agency's Financial Workbook outlining your approved spending is included on the CD provided to you at the Post Award Workshop.

By accepting this award it will be understood that you are agreeing to conform to the requirements of the grant as put forth in the FY14 Grant Assurances, the Federal Single Audit Act of 1984 and amendment of 1996. Performance Bonds are required for any equipment item over \$250,000 or any vehicle aviation, or watercraft regardless of cost that is being paid for with any portion of grant funds. Any funds found owed as a result of a final review or audit must be refunded to the County within 15 days upon receipt of an invoice from Riverside County Fire/OES.

As always, please feel free to contact us with any questions you may have. I look forward to working with you and appreciate your cooperation and support.

Regards,

*Kim Dana*

Kim Dana and Laronte Groom  
Administrative Services Analyst II  
Riverside County Fire/OES  
951-955-0419, 951-955-8517

# Attachment C



**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.9**  
**CONSENT CALENDAR**  
**Meeting Date: November 12, 2014**

---

**TO:** Mayor and City Council Members

**FROM:** Matthew Bassi, Planning Director

**PREPARED BY:** Alfredo Garcia, Assistant Planner

**SUBJECT:** Tentative Parcel Map No. 36724 – Planning Directors’ Approval

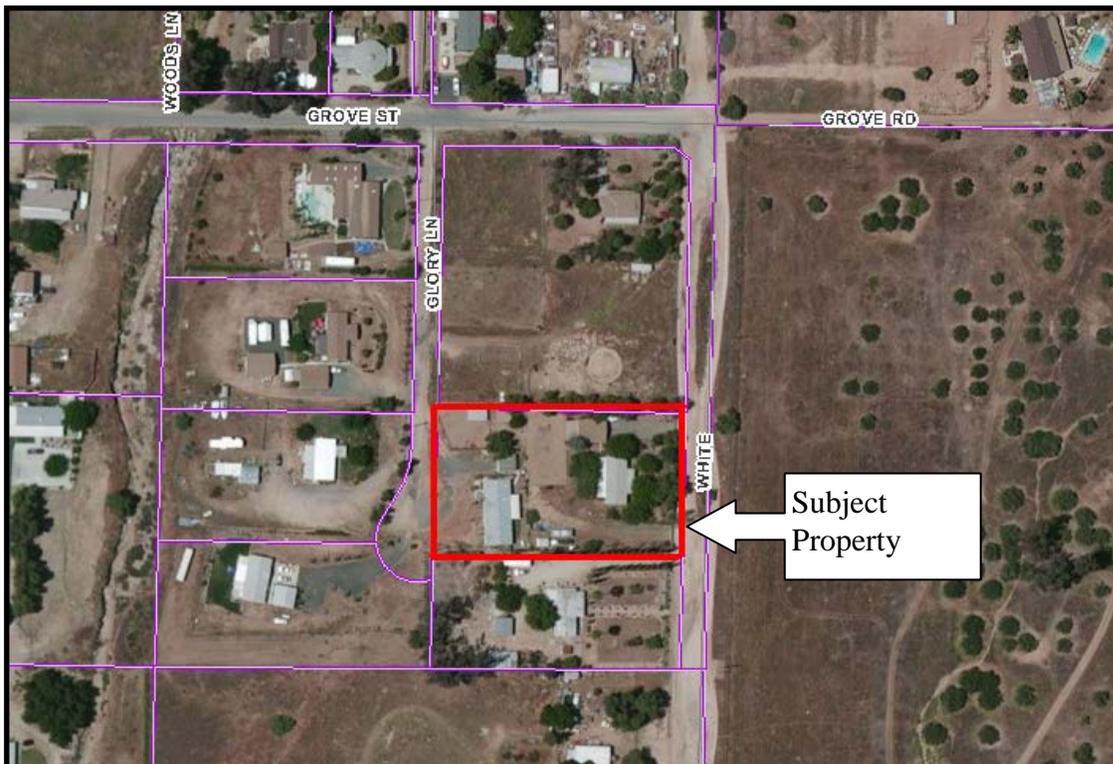
**STAFF REPORT**

**RECOMMENDATION**

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

**DISCUSSION**

The Planning Director reviewed Tentative Parcel Map No. 36724 at the Planning Director hearing held on October 7, 2014. The proposed parcel map intends to subdivide 1.22 acres into two parcels. The site is located at 34844 Glory Lane (APN: 367-220-043) (refer to exhibit below).



The parcel is currently 1.22 acres in size; which will be divided into two parcels. Parcel 1 will be 31,287 square feet with an existing 1,440 square foot residence and a 1,350 square foot garage and will take vehicular access from White Street. Parcel 2 will be 21,865 square feet with an existing 2,356 square foot residence with an existing 1,350 square foot garage and will take access from Glory Lane.

After receiving staffs' presentation, public hearing discussion and Director questions/discussion, the Planning Director adopted DH Resolution No. 14-04 that adopted a Categorical Exemption for the project and approved Tentative Parcel Map No. 36724, (subject to conditions).

In accordance with the Section 16.12.160 subsection B of the Subdivision Ordinance, the actions by the Planning Director on a parcel map must be reported to the City Council. Once the Council accepts this receive and file report, a 10 day period begins whereby an appeal may be filed. The deadline to file an appeal is November 24, 2014. If no appeal is submitted, the Planning Directors' decision becomes effective on November 25, 2014.

At this time, it would be appropriate for the Council to receive and file this report.

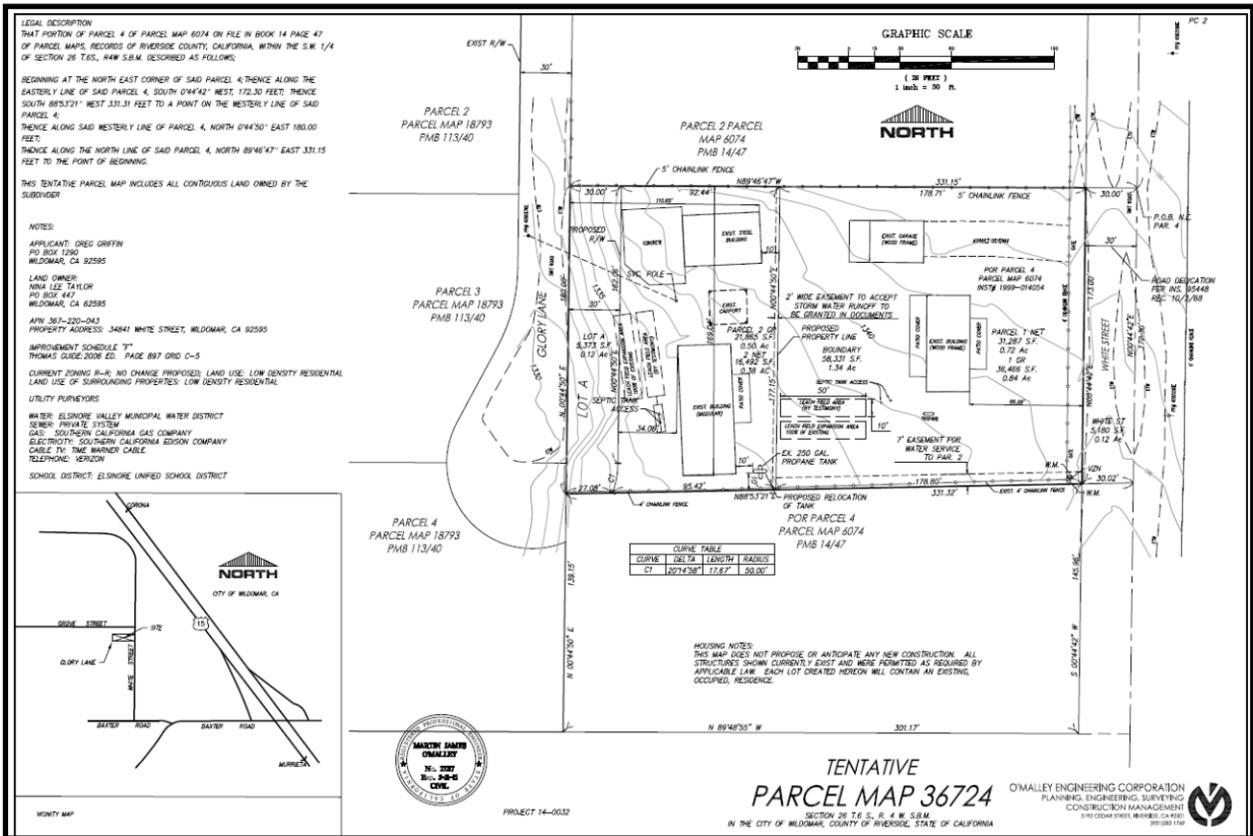
#### **ATTACHMENTS**

Approved Parcel Map

# **ATTACHMENT A**

**Approved Parcel Map**

# Parcel Map No. 36724 Exhibit



PROJECT 14-0032

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item 1.10**  
**CONSENT CALENDAR**  
**Meeting Date: November 12, 2014**

---

**TO:** Mayor and City Council Members

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

**PREPARED BY:** Matt Bennett, Deputy City Engineer

**SUBJECT:** Sidewalks to Schools Improvement Project CIP 0016 and Grand Avenue Sidewalk Safety Improvements CIP 0018

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution entitled:

RESOLUTION NO. 2014 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, APPROVING CONTRACT CHANGE ORDER NUMBER 6, ACCEPT  
THE SIDEWALKS TO SCHOOLS IMPROVEMENT PROJECT CIP 0016 AND GRAND  
AVENUE SIDEWALK SAFETY IMPROVEMENTS CIP 0018 AS COMPLETE, AND  
AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION  
WITH THE RIVERSIDE COUNTY RECORDER

**BACKGROUND:**

The City Council awarded a contract on March 12, 2014 to Southwest Construction Co., Inc. for \$300,598. The Sidewalks to Schools Improvement Project CIP 0016 and Grand Avenue Sidewalk Safety Improvements CIP 0018 work under the contract has been completed.

The Project constructed new curb, gutter, handicap accessible ramps, and sidewalks on certain routes to Elsinore High School and Ronald Reagan Elementary School at various locations on Canyon Drive, Bundy Canyon Road, and Prielipp Road (CIP 0016) and within the proximity of Donald A. Brown Middle School along Grand Avenue (CIP 0018). Attached for reference is Site Map.

The original contract amount was for \$300,598, and the City Engineer is authorized to approve change orders not to exceed 20%, or \$60,119.60. 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. Change Order Number 6 exceeds the City Engineer

authority, and the City Engineer is requesting that the City Council approve the change order in the amount of \$48,166.81. The contract change order affecting the contract amount is summarized below:

<b>Change Order No.</b>	<b>Description</b>	<b>Amount</b>
6	Concrete retaining wall w/grouted rip rap	\$27,292.00
	Additional Class II Base (Canyon/ Mission)	\$10,668.00
	Additional excavation (Canyon/ Mission)	\$3,625.00
	Additional concrete removal	\$1,432.06
	Additional Class II (Spandrel at Canyon/ Orchard)	\$1,386.00
	Tensar 1200 Geo Grid Under Spandrel	\$505.00
	Add BX 1200 under asphalt (Canyon/ Orchard)	\$3,258.75
<i>Total Contract Change Orders</i>		<i>\$48,166.81</i>

The total contract amount with all change orders will be \$102,251.26. This amount is within the project budget, and no additional funding is needed.

Southwest Construction, 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 Southwest Construction, Inc.

**DISCUSSION:**

The original contract price was for \$300,598. There were quantity increases of \$54,084.45 and change orders of \$48,666.81, bringing the total contract to \$402,849.26.

**FISCAL IMPACTS:**

Funds in the amount of \$445,800 from Caltrans' Safe Routes to School Program and Riverside County Transportation Commission's SB 821 Bicycle and Pedestrian Facilities Program \$553,280. Each grant serves as the "local match" for the other. As a result, the City can deliver the CIP 0016 and CIP 0018 Projects without additional investment of local revenue sources. The final cost of this project is \$495,193.71.

**ATTACHMENTS:**

- A. Resolution
- B. Project Site Maps
- C. Notice of Completion CIP 0016
- D. Notice of Completion CIP 0018

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, APPROVING CONTRACT CHANGE ORDER NUMBER 6, ACCEPT  
THE SIDEWALKS TO SCHOOLS IMPROVEMENT PROJECT CIP 0016 AND GRAND  
AVENUE SIDEWALK SAFETY IMPROVEMENTS CIP 0018 AS COMPLETE, AND  
AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION  
WITH THE RIVERSIDE COUNTY RECORDER**

**WHEREAS**, on March 12, 2014, the City Council authorized the award of a construction contract to Southwest Construction Co., Inc. to construct the Sidewalks to Schools Improvement Project CIP 0016 and Grand Avenue Sidewalk Safety Improvements CIP 0018; and

**WHEREAS**, Contract Change Order Number 6, with a net increase of \$48,266.81 has been recommended for approval by the Contractor and the City Engineer; and

**WHEREAS**, Southwest Construction Co., 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 Southwest Construction Co., Inc.

**NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Wildomar City Council, in regular session assembled on November 12, 2014, that:

1. Contract Change Order Number 6 is approved for a final contract cost of \$48,166.81; 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 12<sup>th</sup> day of November, 2014**

\_\_\_\_\_

Marsha Swanson  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_

Thomas D. Jex

ATTEST:

\_\_\_\_\_

Debbie A. Lee, CMC



CENTRAL ST

DUNN ST

PENROSE ST

PECAN ST

GRAND AVE

PASADENA ST

PUMICE LN

CURB, GUTTER, SIDEWALK

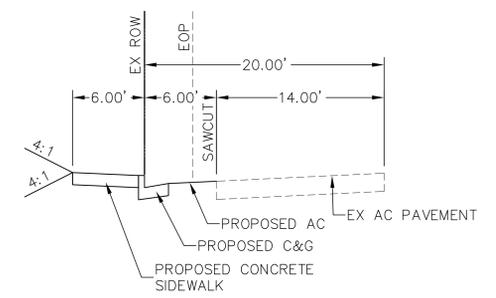
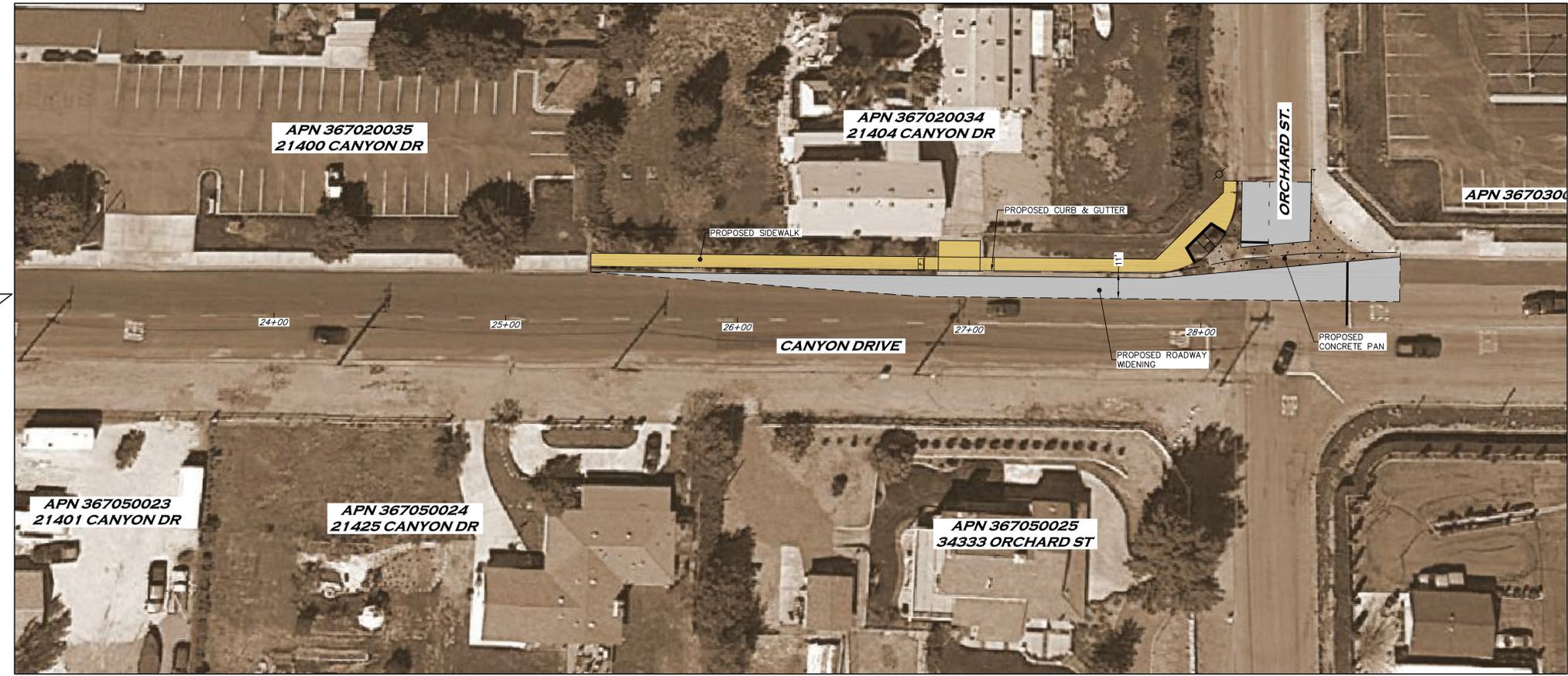
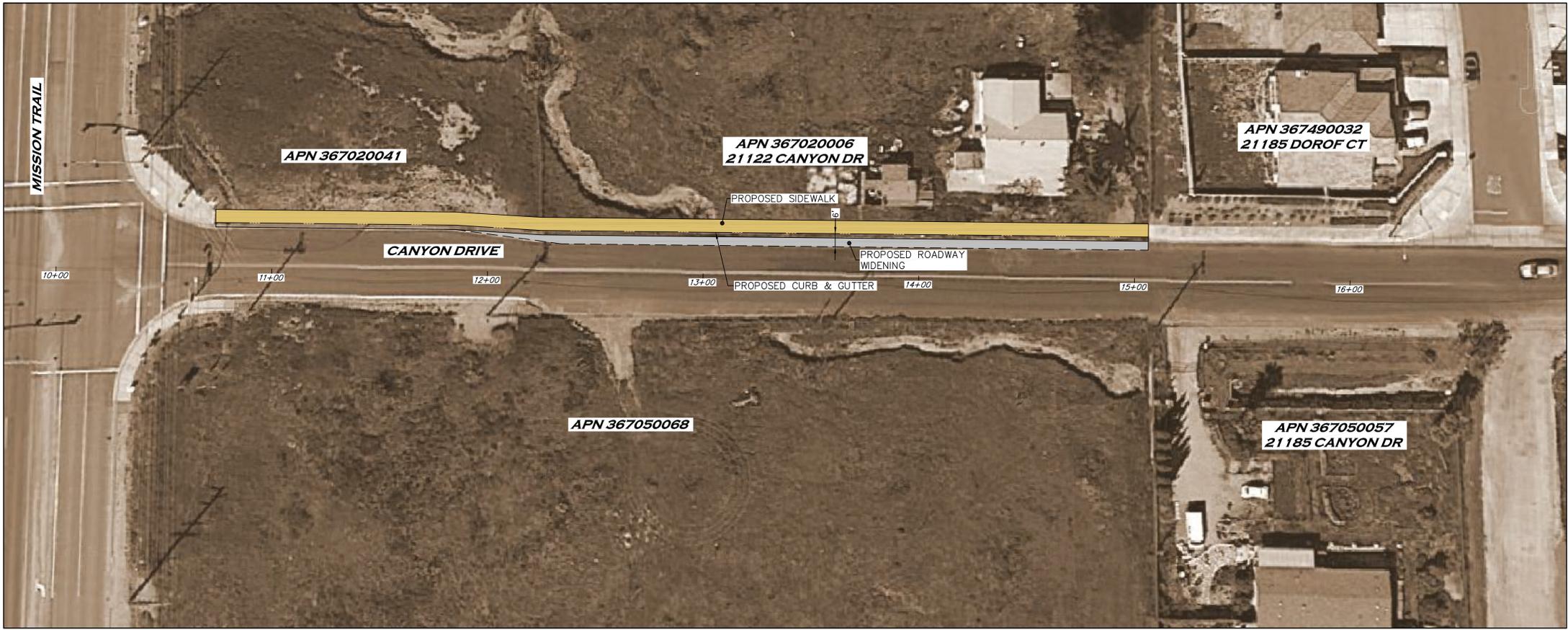
DAVID A BROWN MIDDLE SCHOOL

250

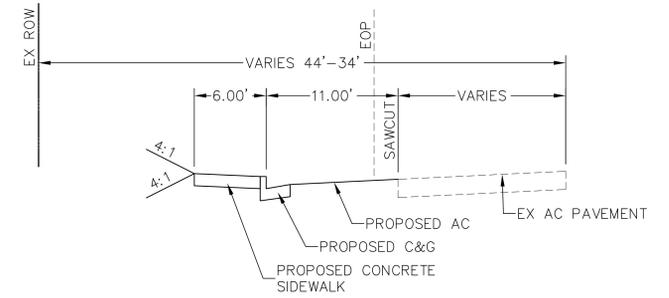


The City of Wildomar makes no warranty of the accuracy of the information contained on this map. The City of Wildomar will not be held liable for any misuse or misinterpretation of the information.

This map is not intended for engineering level work.

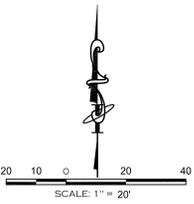


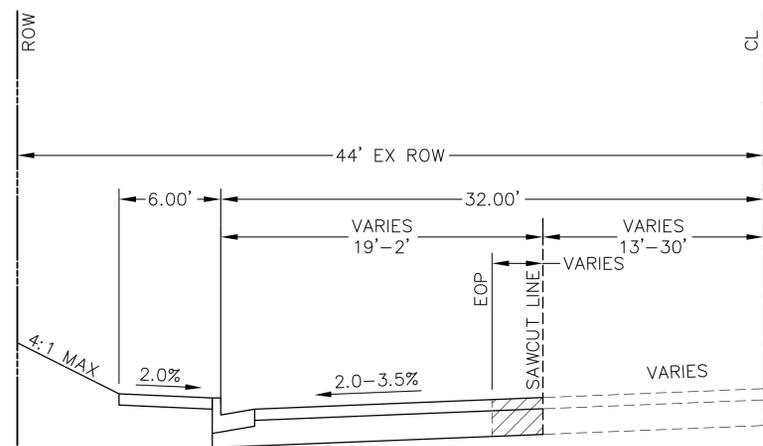
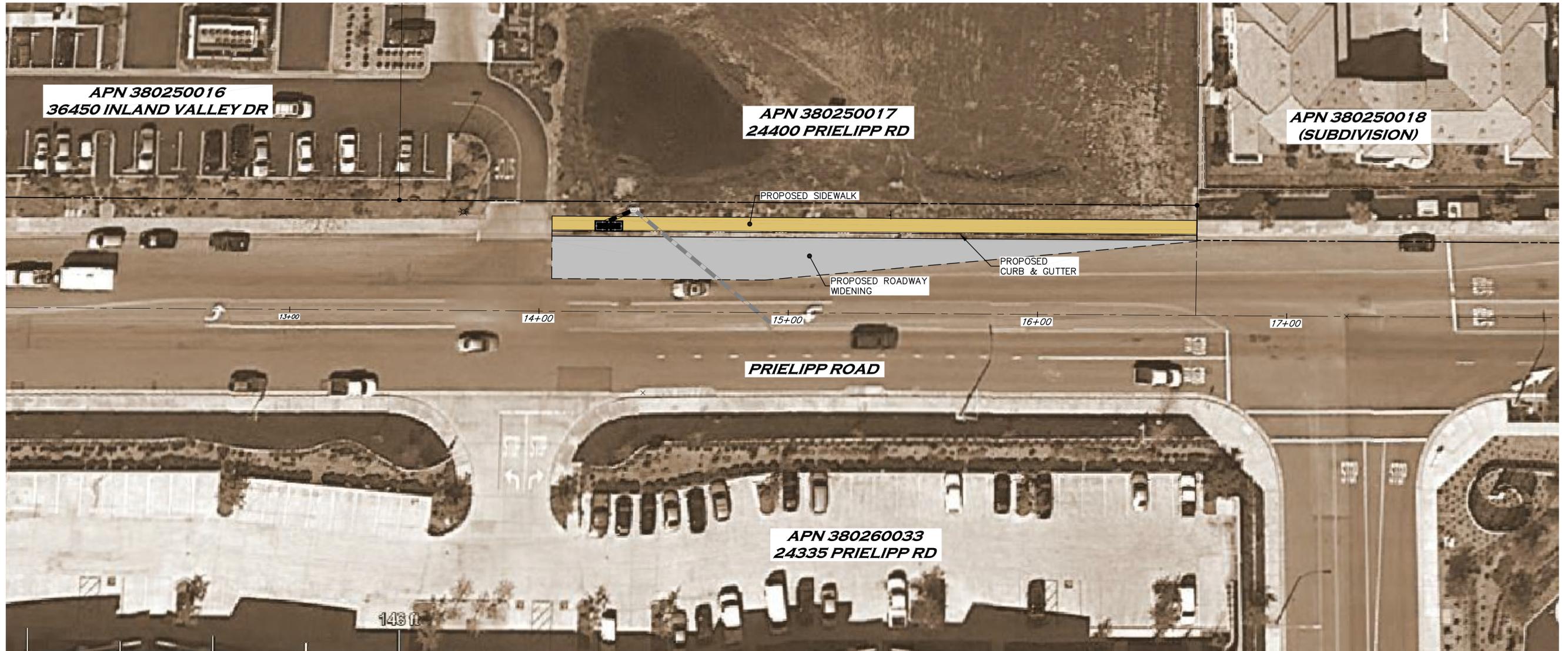
**CANYON ROAD WEST  
TYPICAL SECTION**



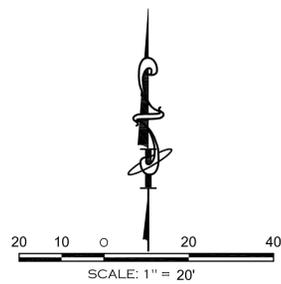
**CANYON ROAD EAST  
TYPICAL SECTION**

**CITY OF WILDOMAR: SAFE ROUTE TO SCHOOLS  
ELSINORE HIGH SCHOOL SIDEWALK IMPROVEMENTS  
CANYON ROAD**





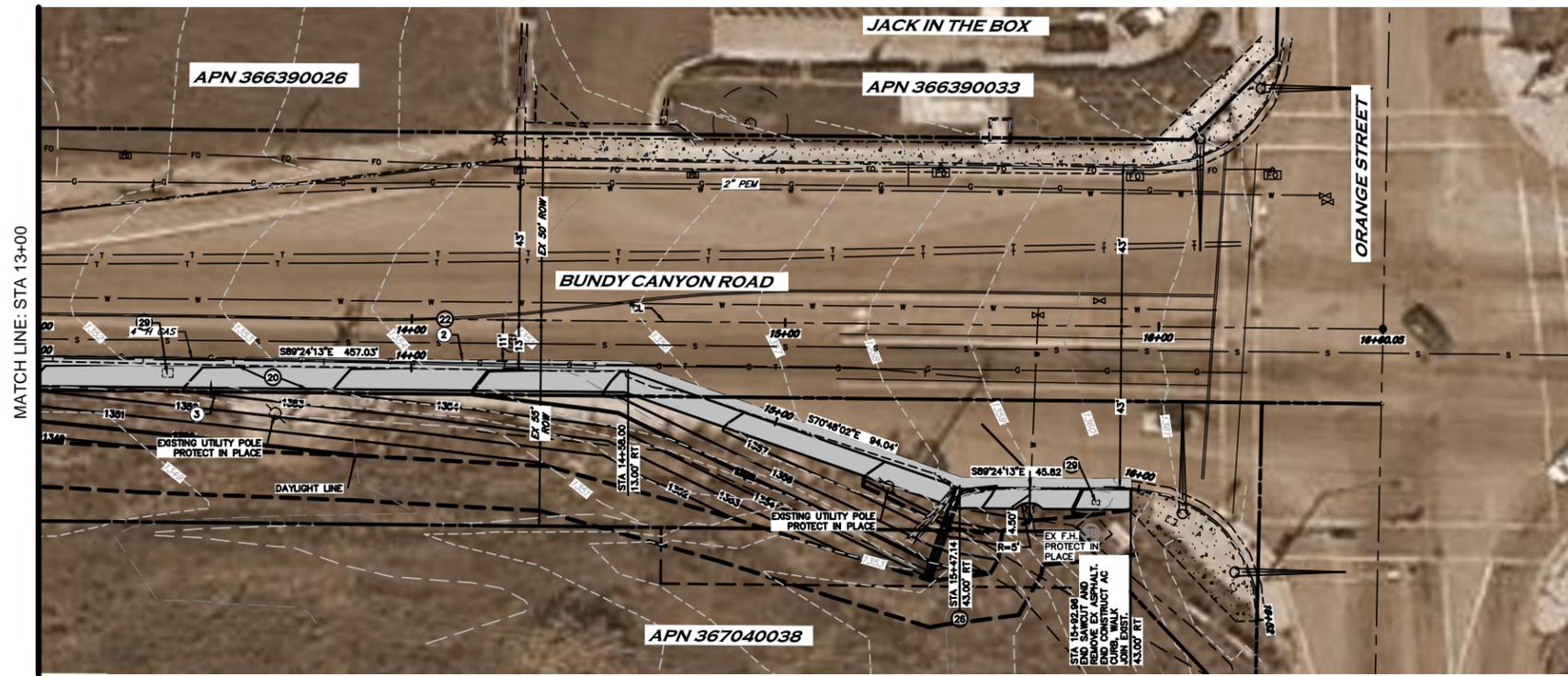
**PRIELIPP ROAD  
TYPICAL SECTION**



**CITY OF WILDOMAR: SAFE ROUTE TO SCHOOLS  
ELSINORE HIGH SCHOOL SIDEWALK IMPROVEMENTS  
CANYON ROAD**

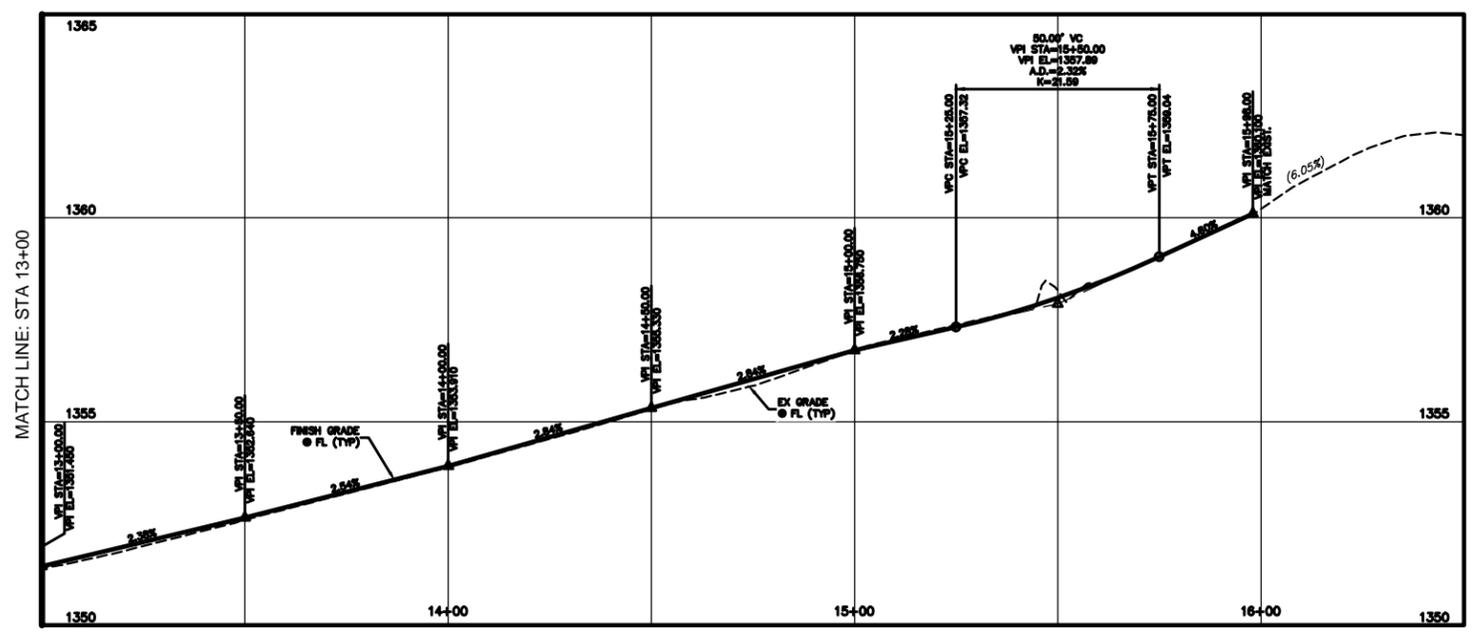






- CONSTRUCTION NOTES**
- 2 SAWCUT AND REMOVE EXISTING ASPHALT PAVEMENT
  - 3 RELOCATE EXISTING FENCE
  - 4 RELOCATE EXISTING SIGN
  - 20 CONSTRUCT ASPHALT CURB AND SIDEWALK
  - 21 JOIN EXISTING ASPHALT PAVEMENT PER DETAIL ON SHEET 12
  - 22 CONSTRUCT 4" AC OVER 6" AB
  - 23 CONSTRUCT THROUGH THE CURB DRAIN PER CITY STD. NO. 308 MODIFIED PER DETAIL ON SHEET 12
  - 24 CONSTRUCT OVERSIDE DRAIN PER DETAIL ON SHEET 12
  - 25 ADJUST UTILITY BOX TO GRADE

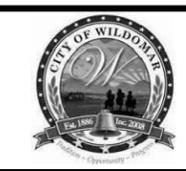
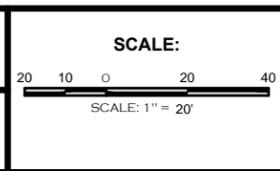
**NOTE:**  
ALL WATER, RECYCLED WATER AND SEWER INFRASTRUCTURE TO BE PROTECTED IN PLACE, WHEN POSSIBLE, OR RELOCATED/REPLACED AS PER ELSINORE VALLEY MUNICIPAL WATER DISTRICT STANDARDS.



REVISIONS			
NO.	DESCRIPTION	DATE	BY

PROJECT NAME:  
**WILDOMAR SAFE  
SIDEWALKS TO SCHOOLS  
CIP 0016**

DESIGNED BY: S. BROWER  
DATE: AUGUST 20, 2010  
  
CHECKED BY: S. PALMER  
DATE: MARCH 6, 2013



**CITY OF WILDOMAR**  
DEPARTMENT OF PUBLIC WORKS  
**BUNDY CANYON ROAD SIDEWALK**  
PLAN & PROFILE

SHEET  
7  
OF  
14

**NO FEE DOCUMENT**

Government Code §6103  
RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

**CITY OF WILDOMAR**

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

The Above Space For Recorder's Use Only

**NOTICE OF COMPLETION**

**Civil Code 3093**

1. Prime Contractor: Southwest Construction, Inc.
2. Project Name: Safe Sidewalks to Schools Improvements CIP 0016
3. Date of Completion (Acceptance): November 12, 2014
4. Description of Work or Materials Furnished: Enhancement of the safety of certain routes to Elsinore High School and Ronald Reagan Elementary School, including the addition of new sidewalks and handicap accessible ramps at various locations on Canyon Drive, Bundy Canyon Road, and Prielipp Road.
5. Site Location: Various locations on Canyon Drive, Bundy Canyon Road, Prielipp Road.
6. Owner's Property Interest in Site is: Owner
7. Owner: City of Wildomar, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595

City of Wildomar:

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Dan York  
 Assistant City Manager/ City Engineer/  
 Director of Public Works

Verification

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read said notice and know the contents thereof, and the facts stated therein are true of my knowledge.

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

Executed at Wildomar, California, this \_\_\_\_ day of November, 2014.

City of Wildomar:

\_\_\_\_\_  
 Dan York  
 Assistant City Manager/ City Engineer/  
 Director of Public Works

**NO FEE DOCUMENT**

Government Code §6103  
RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

**CITY OF WILDOMAR**

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

The Above Space For Recorder's Use Only

**NOTICE OF COMPLETION**

**Civil Code 3093**

1. Prime Contractor: Southwest Construction, Inc.
2. Project Name: Grand Avenue Sidewalk Safety Improvements CIP 0018
3. Date of Completion (Acceptance): November 12, 2014
4. Description of Work or Materials Furnished: Enhancement of the safety of certain routes to David A. Brown Middle School, including the addition of new sidewalks and handicap accessible ramps at along Grand Ave.
5. Site Location: Grand Avenue from Pasadena Street to Central Street
6. Owner's Property Interest in Site is: Owner
7. Owner: City of Wildomar, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595

City of Wildomar:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dan York  
Assistant City Manager/ City Engineer/  
Director of Public Works

Verification

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read said notice and know the contents thereof, and the facts stated therein are true of my knowledge.

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

Executed at Wildomar, California, this \_\_\_\_ day of November, 2014.

City of Wildomar:

\_\_\_\_\_  
Dan York  
Assistant City Manager/ City Engineer/  
Director of Public Works

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item 1.11**  
**CONSENT CALENDAR**  
**Meeting Date: November 12, 2014**

---

**TO:** Mayor and Council Members

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

**PREPARED:** Jason Farag, Assistant Engineer

**SUBJECT:** Grading Agreement with Lennar Homes of California, Inc. - City Project  
14-0010: Tentative Tract Map 36497

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Engineer to execute the Grading Agreement with Lennar Homes of California, Inc.

**BACKGROUND:**

Tentative Tract Map 36497, also known as Briarwood, is an approved single family residential subdivision located at the southeast corner of Prielipp Road and Elizabeth Lane. The vicinity map in Attachment A illustrates the location of the project site and surrounding area. Tentative Tract Map No. 36497 was approved by the City's Council on September 10, 2014.

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

The developer engineer's Grading Bond Estimate, in the amount of \$255,000, has been accepted by the Public Works/Engineering department. The developer's Faithful Performance Bond will be provided prior to issuance of a grading permit and will be attached to the executed Grading Agreement.

**FISCAL IMPACTS:**

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

**ATTACHMENTS:**

Attachment A – Aerial Image of Tentative Tract Map 36497  
Attachment B – Grading Agreement  
Attachment C – Bond Estimate

# ATTACHMENT A



Figure 1 - Aerial Image of Tentative Tract Map 36497

# ATTACHMENT B

AGREEMENT  
FOR GRADING PROJECTS

This Agreement, made and entered into by and between the City of Wildomar, Riverside County, State of California, hereinafter called City, and Lennar Homes of California, Inc., hereinafter called Landowner.

WITNESSETH

FIRST: Landowner, for and in consideration of the approval of a grading plan and the issuance of a grading permit on that certain land division known as Tract 36497 (the "Property") agrees, at Landowner's own cost and expense, to furnish all labor, equipment, and material necessary to perform and complete in a good and workmanlike manner, within 12 months from the date this agreement is executed, said grading and all work incidental thereto (the "Work") in accordance with the grading plans for the development of the Property which have been approved by the Chief Building Official, and are on file in the Office of the City of Wildomar, Building Safety & Inspection Department, and the standards set forth in Wildomar Municipal Code Chapter 15, as it may be amended from time to time, which are expressly made a part of this agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the Chief Building Official and shall not be deemed complete until approval of the Work is made by the Chief Building Official. The estimated cost of said Work is the sum of Two Hundred Fifty-Five Thousand-----Dollars (\$255,000.00) which covers rough grading.

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

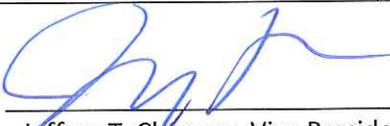
City  
City of Wildomar  
Building Safety & Inspection Department  
23873 Clinton Keith Rd., Suite 201

Wildomar, CA 92595  
(951) 677-7751  
(951) 698-1463

Landowner  
Lennar Homes of California, Inc.  
Attn: Jeffrey T. Clemens  
980 Montecito Ave., Suite 302  
Corona, CA 92879  
Phone Number: 951-817-3600  
Fax Number: 951-817-3650

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

LENNAR HOMES OF CALIFORNIA, INC.

By   
Jeffrey T. Clemens, Vice President

Date NOV 3, 2014

City of Wildomar

By \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On November 3, 2014 before me, Beth Bruley, Notary Public  
(Here insert name and title of the officer)

personally appeared Jeffrey T. Clemens

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

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

WITNESS my hand and official seal.

Beth Bruley  
Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for Grading  
(Title or description of attached document)

TT 36497  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document

# ATTACHMENT C

PC #1 - JF  
10/30/2014



**City of Wildomar**  
Grading Bond Estimate Worksheet

Parcel Map/Tract Map No: Tract 36497 - Briarwood Date: 10/23/2014  
 PP, CU, PU, MS OR VL No: \_\_\_\_\_ City Project No: \_\_\_\_\_

Quantity	Unit	Item	Unit Cost	Amount	
<b>Contractor Mobilization</b>					
1	LS	Mobilization	\$ 10,000.00	\$ 10,000.00	
1	LS	Temporary Facilities and Utilities	\$ 2,000.00	\$ 2,000.00	
<b>Demolition and Removal</b>					
18	AC	Clearing and Grubbing (24 ac - 5.6ac)	\$ 1,200.00	\$ 22,080.00	
<b>Rough Grading</b>					
✓ 124,650	CY	Mass Excavation	\$ 1.25	\$ 155,812.50	
-	CY	Import and Export Material		\$ -	
<b>Erosion Control</b>					
✓ 13,289	LF	Place Fiber Rolls	\$ 2.00	\$ 26,578.00	
✓ 4,529	LF	Silt Fence	\$ 2.00	\$ 9,058.00	
✓ 2	EA	Install Stabilized Construction Entrance	\$ 1,500.00	\$ 3,000.00	
✓ 1,997	LF	Place Gravel Bag Check Dams	\$ 1.50	\$ 2,995.50	
✓ 5	EA	Place Gravel Bags to Protect Catch Basin	\$ 100.00	\$ 500.00	
				10% Contingency	\$ 23,202.40
				<b>Total</b>	<b>\$ 255,000.00</b>

*Daniel J. O'Rourke*  
Signature

10-28-14  
Date

DANIEL J. O'ROURKE  
Name (type or printed)

47677  
RCE No.

12-31-15  
Expiration Date



Civil Engineer's Stamp

- \*\*\* PLEASE READ INSTRUCTIONS BELOW \*\*\***
- Quantities are to be taken from the Improvement Plans.
  - Show Performance Bond Amounts to the nearest \$500.00.
  - For Construction Items not covered by this worksheet, Design Engineer is to provide his opinion of construction cost and use that cost.

Insert Project Name - Insert Project No.

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.12**  
**CONSENT CALENDAR**  
**Meeting Date: November 12, 2014**

---

**TO:** Mayor and Council Members

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

**PREPARED:** Jason Farag, Assistant Engineer

**SUBJECT:** Final Map and Subdivision Improvement Agreement for Tentative Tract Map 32535 - North of the Stable Lanes Road and Clinton Keith Road Intersection (City Project 13-0058)

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, APPROVING FINAL MAP FOR TENTATIVE TRACT MAP 32535 AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION  
IMPROVEMENT AGREEMENT

**BACKGROUND:**

Tentative Tract Map 32535 was originally approved on December 5, 2006 by the County of Riverside (County), prior to the incorporation of the City of Wildomar (City). The City's Planning Commission approved a minor change to the map on April 2, 2014. Tract 32535 is north of Stable Lanes Road and south of Arnett Road. The City entered into a grading agreement with Lennar Homes of California, Inc. (Developer) in May 2014 and the site is currently under construction.

Tentative Tract Map 32535 includes 81 residential lots, and 4 open space lots on 31.17 acres. The Final Map submitted for approval by Lennar Homes of California, Inc. has been examined and checked for compliance with the Wildomar Municipal Code and the California Subdivision Map Act. The City Engineer has determined that the location and configuration of the lots created by this Final Map substantially comply with the Tentative Map as filed, amended and approved.

A Subdivision Improvement Agreement (Attachment 3) has been reviewed and approved by the City Attorney. All applicable Final Map Conditions of Approval have been satisfied.

**FISCAL IMPACT:**

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

**ATTACHMENTS:**

Attachment 1 - Resolution

Attachment 2 - Tract Map 32535 Final Map and Environmental Constraint Sheet

Attachment 3 - Subdivision Improvement Agreement

# ATTACHMENT 1

**RESOLUTION NO. 2014 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, APPROVING FINAL MAP FOR TENTATIVE TRACT MAP 32535, AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION  
IMPROVEMENT AGREEMENT**

**WHEREAS**, the Board of Supervisors of the County of Riverside (County) approved Tentative Tract Map 32535, on December 5, 2006, prior to incorporation of the City of Wildomar (City); and

**WHEREAS**, the City subsequently approved a Minor Change to the Tentative Map on April 2, 2014; and

**WHEREAS**, consistent with the approved Tentative Map, Lennar Homes of California , Inc. submitted to the City for approval the Final Map; and

**WHEREAS**, staff has reviewed the proposed Final Map and finds it to be technically correct and that all applicable final map conditions of approval have been satisfied; and

**WHEREAS**, a Subdivision Improvement Agreement has been approved by the City Attorney and a bond has been submitted to the City for the construction of the required improvements for this final map; and

**WHEREAS**, a Mitigated Negative Declaration was prepared for the project and certified by the County of Riverside on December 5, 2006 prior to incorporation of the City and an addendum prepared by the City for the Tentative Map Minor Change on April 2, 2014; and

**WHEREAS**, the City has determined that this Final Map is categorically exempt from the California Environmental Quality Act (CEQA) Statuary Exemptions, Title 14 of the California Code of Regulations Section 15268, (b) (3) Ministerial Projects, approval of final subdivision maps and a Notice of Exemption is attached hereto.

**NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Wildomar City Council that:

1. The location and configuration of the lots to be created by the Final Map substantially comply with the previously approved Tentative Map; and
2. The Final Map is categorically exempt from the California environmental Quality Act (CEQA), Statuary Exemptions, Title 14 of the California Code of Regulations Section 15268, (b) (3) Ministerial projects, approval of final subdivision maps; and
3. The City Council of the City of Wildomar, pursuant to Government Code Section 66458, hereby approves the Final Map a copy of which is hereby attached as

Exhibit A and made part of this Resolution and directs the City Manager to execute the Subdivision Improvement Agreement incorporated herein by this reference and directs the City Clerk to transmit the Final Map and the Agreements to the County Recorder of the County of Riverside for filing and transmit the Notice of Exemption attached hereto as Exhibit B to the County Clerk of the County of Riverside for filing.

**PASSED, APPROVED, AND ADOPTED** this 12th day of November, 2014.

---

Marsha Swanson  
Mayor

APPROVED AS TO FORM:

ATTEST:

---

Thomas D. Jex  
City Attorney

---

Debbie A. Lee, CMC  
City Clerk

# **ATTACHMENT 2**

LOT INFORMATION

NUMBERED LOTS = 81
LETTERED LOTS = 15
GROSS ACRES = 31.17

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

TRACT NO. 32535

BEING A SUBDIVISION OF PARCELS 1 AND 3, ALONG WITH A PORTION OF PARCEL 4, OF PARCEL MAP 6430, AS FILED IN BOOK 18, PAGE 7; PARCELS 3 AND 4, ALONG WITH LETTERED LOTS D AND E, OF PARCEL MAP 9084, AS FILED IN BOOK 40, PAGE 25; PARCEL 1 OF PARCEL MAP 6387, AS FILED IN BOOK 18, PAGE 68; A PORTION OF PARCEL 3 OF PARCEL MAP 10259, AS FILED IN BOOK 47, PAGE 60; PARCEL 3 AND LOT C OF PARCEL MAP 9253, AS FILED IN BOOK 48, PAGE 41, ALL OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

MDS CONSULTING MAY, 2013 STANLEY C. MORSE L.S.3640

RECORDER'S STATEMENT

FILED THIS DAY OF 20, AT .M., IN BOOK OF MAPS, AT PAGES, AT THE REQUEST OF THE CLERK OF THE BOARD. NO. FEE: LARRY W. WARD, ASSESSOR - COUNTY CLERK - RECORDER BY: DEPUTY SUBDIVISION GUARANTEE: NORTH AMERICAN TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES LOTS A THROUGH I INCLUSIVE AND LOT O.

WE HEREBY DEDICATE TO THE CITY OF WILDOMAR THE STORM DRAIN EASEMENTS, AS SHOWN HEREON FOR DRAINAGE AND MAINTENANCE PURPOSES.

WE HEREBY DEDICATE TO THE CITY OF WILDOMAR THE LANDSCAPE EASEMENTS, AS SHOWN HEREON FOR LANDSCAPE AND MAINTENANCE PURPOSES.

WE HEREBY RETAIN OPEN SPACE LOTS J THROUGH N, INCLUSIVE, AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE ALSO HEREBY RETAIN THE PRIVATE DRAINAGE EASEMENT AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE ALSO HEREBY RETAIN THE PRIVATE ACCESS EASEMENT AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE ALSO HEREBY RETAIN THE CONSERVATION EASEMENT AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY DEDICATE TO THE CITY OF WILDOMAR THE STORM DRAIN ACCESS EASEMENTS, AS SHOWN HEREON.

OWNER: LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

JEFFERY T. CLEMENS VICE PRESIDENT LENNAR HOMES OF CALIFORNIA, INC.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CV INLAND INVESTMENTS I LP, A DELAWARE LIMITED PARTNERSHIP, ON JANUARY 26, 2013, I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETED AS SHOWN.

DATED: 20

STANLEY C. MORSE, L.S. 3640 EXPIRATION DATE: 6/30/16



CITY ENGINEER'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 32535 AS FILED, AMENDED, AND APPROVED BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ON DECEMBER 5, 2006, THE EXPIRATION DATE BEING .

DATED: 20

DANIEL A. YORK, P.E. 43212 CITY ENGINEER, CITY OF WILDOMAR

CITY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: 20

DANIEL A. YORK CITY SURVEYOR P.L.S. 7962

CITY CLERK'S CERTIFICATE

I, THE CITY CLERK OF THE CITY OF WILDOMAR ON THE DAY OF 20, THIS MAP CONSISTING OF 8 SHEETS BE, AND THE SAME HEREBY IS, ACCEPTED AS THE FINAL MAP FOR TRACT NO. 32535 AND THAT THE OFFER(S) OF DEDICATIONS DEPICTED HEREON WERE NOT ACCEPTED, THE CITY COUNCIL MAY, HOWEVER, BY RESOLUTION AT ANY LATER DATE, AND WITHOUT FURTHER ACTION BY THE SUBDIVIDER, RESCIND ITS ACTION AND ACCEPT THE FOLLOWING DEDICATIONS AND IMPROVEMENTS FOR PUBLIC USE, WHICH ACCEPTANCE SHALL BE RECORDED IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER.

FOR STREET AND PUBLIC UTILITY PURPOSES: LOTS A THROUGH I, INCLUSIVE AND LOT O.

THE EASEMENTS FOR STORM DRAINAGE AND MAINTENANCE.

THE EASEMENTS FOR STORM DRAINAGE ACCESS.

THE OFFER OF DEDICATION FOR LANDSCAPE AND MAINTENANCE PURPOSES IS NOT ACCEPTED.

DATED: 20

CITY CLERK, CITY OF WILDOMAR, RIVERSIDE COUNTY, CALIFORNIA.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$

DATED: 20

DON KENT, COUNTY TAX COLLECTOR

DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: 20

CASH TAX BOND DON KENT COUNTY TAX COLLECTOR

DEPUTY

KECIA HARPER-IHEM CLERK OF THE BOARD OF SUPERVISORS

DEPUTY

ABANDONMENT OF PUBLIC STREET AND PUBLIC EASEMENTS (SEE SHEET 2)

SIGNATURE OMISSIONS: (SEE SHEET 2)

NOTICE OF DRAINAGE FEES: (SEE SHEET 2)

# TRACT NO. 32535

BEING A SUBDIVISION OF PARCELS 1 AND 3, ALONG WITH A PORTION OF PARCEL 4, OF PARCEL MAP 6430, AS FILED IN BOOK 18, PAGE 7; PARCELS 3 AND 4, ALONG WITH LETTERED LOTS D AND E, OF PARCEL MAP 9084, AS FILED IN BOOK 40, PAGE 25; PARCEL 1 OF PARCEL MAP 6387, AS FILED IN BOOK 18, PAGE 68; A PORTION OF PARCEL 3 OF PARCEL MAP 10259, AS FILED IN BOOK 47, PAGE 60; PARCEL 3 AND LOT C OF PARCEL MAP 9253, AS FILED IN BOOK 48, PAGE 41, ALL OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

MDS CONSULTING

MAY, 2013

STANLEY C. MORSE L.S.3640

**ABANDONMENT OF PUBLIC STREET AND PUBLIC EASEMENTS**

PURSUANT TO SECTIONS 66434 AND 66499.20 1/2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

AN EASEMENT FOR STREET AND PUBLIC UTILITY PURPOSES (LOTS "D" AND "E") AS SHOWN ON PARCEL MAP 9084, P.M.B. 40/25.

AN EASEMENT FOR STREET AND PUBLIC UTILITY PURPOSES (LOT "C") AS SHOWN ON PARCEL MAP 9253, P.M.B. 48/41.

AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES GRANTED TO THE COUNTY OF RIVERSIDE, PER DOCUMENT RECORDED JULY 10, 2006, AS INSTRUMENT No. 2006-0500771, OF OFFICIAL RECORDS, NOW UNDER CONTROL OF THE CITY OF WILDOMAR BY ITS ANNEXATION.

**NOTICE OF DRAINAGE FEES:**

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

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

**SIGNATURE OMISSIONS**

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

A RIGHT OF WAY FOR DITCHES AND RESERVOIRS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED MAY 5, 1914 IN BOOK 6 OF PATENTS, PAGE 304.

AN EASEMENT FOR ELECTRICAL FACILITIES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPAPNY RECORDED AUGUST 8, 1977 AS INSTRUMENT NO. 152688, O.R.

AN EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF WILLIAM J. AND MARIA J. SMITH, RECORDED JULY 10, 1978 AS INSTURMENT NO. 78-0141588, O.R.

AN EASEMENT FOR ELECTRIC AND TELEPHONE FACILITIES IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA RECORDED JULY 11, 1978 AS INSTRUMENT NO. 78-0142418, O.R.

AN EASEMENT FOR ELECTRIC AND TELEPHONE FACILITES IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA RECORDED JULY 20, 1978 AS INSTRUMENT NO. 0150820, O.R.

AN EASEMENT FOR DISTRIBUTION OF ELECTRICITY IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED APRIL 20, 2006 AS INSTRUMENT NO. 2006-0284488, O.R.

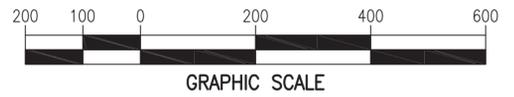
AN EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR DRANAGE PURPOSES, RECORDED JULY 10, 2006 AS INSTRUMENT NO. 2006-0500771, O.R.

# TRACT NO. 32535

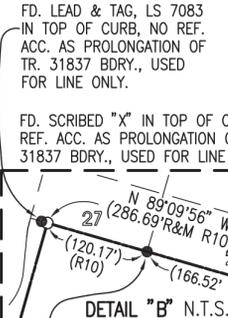
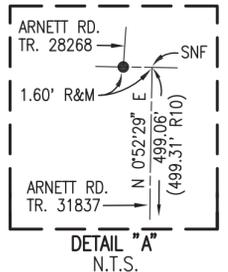
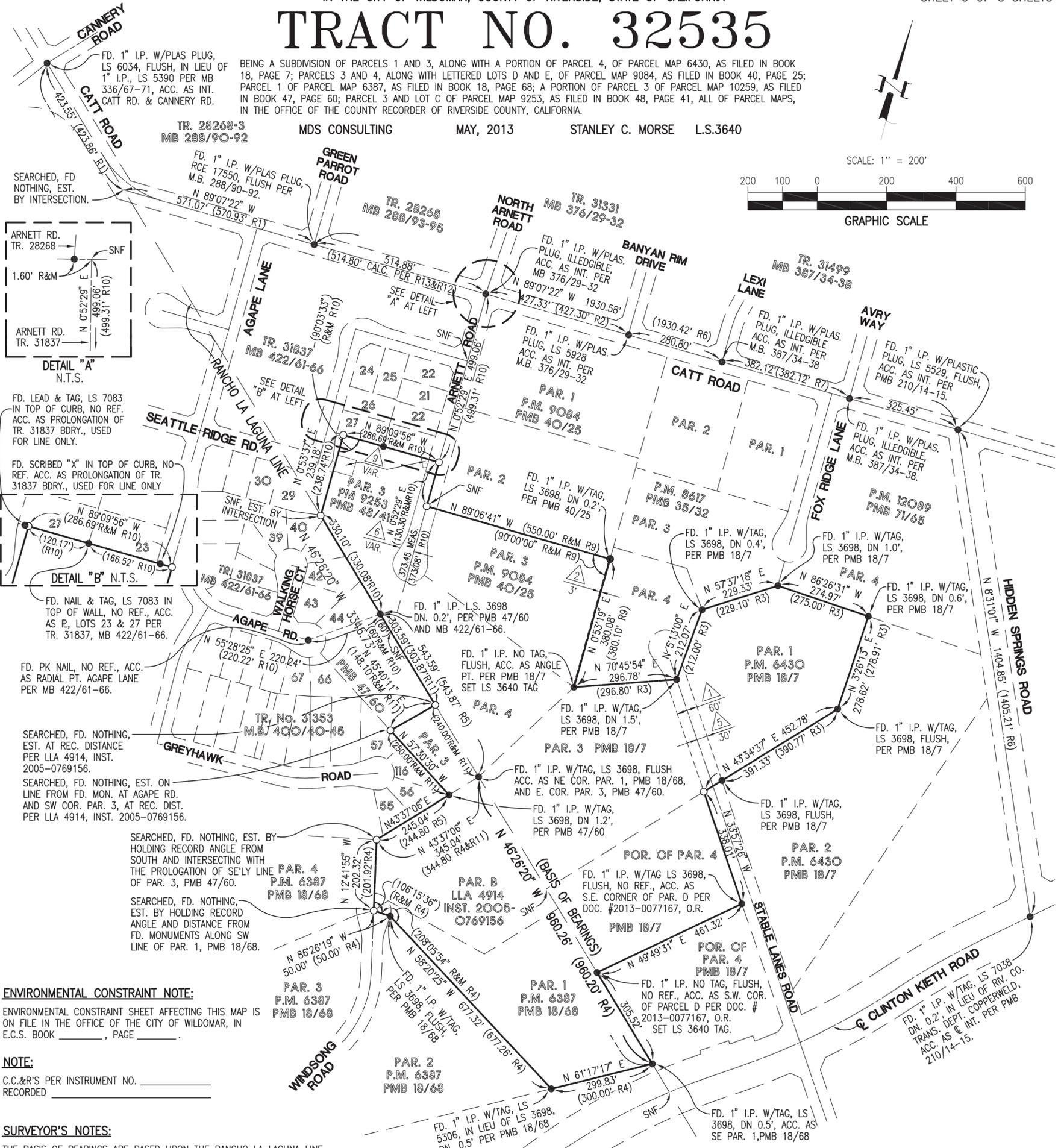
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TR. 28268-3 MB 288/90-92 MDS CONSULTING MAY, 2013 STANLEY C. MORSE L.S.3640

SCALE: 1" = 200'



GRAPHIC SCALE



**ENVIRONMENTAL CONSTRAINT NOTE:**

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY OF WILDOMAR, IN E.C.S. BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

**NOTE:**

C.C.&R'S PER INSTRUMENT NO. \_\_\_\_\_ RECORDED \_\_\_\_\_

**SURVEYOR'S NOTES:**

THE BASIS OF BEARINGS ARE BASED UPON THE RANCHO LA LAGUNA LINE, BEING NORTH 46°26'20" WEST, AS SHOWN BY PARCEL MAP 6387, FILED IN BOOK 18, PAGE 68 OF PARCEL MAPS.

- INDICATES FOUND MONUMENTS AS NOTED
  - INDICATES SET 1" I.P., 18" LONG, TAGGED "LS 3640", FLUSH (RIV. CO. STD. "B" MON.)
  - (R1) INDICATES RECORD DATA PER TRACT NO. 26268-3, M.B. 288/90-92.
  - (R2) INDICATES RECORD DATA PER TRACT NO. 34180-1, M.B. 429/43-49.
  - (R3) INDICATES RECORD DATA PER PARCEL MAP 6430, P.M.B. 18/7.
  - (R4) INDICATES RECORD DATA PER PARCEL MAP 6387, P.M.B. 18/68.
  - (R5) INDICATES RECORD DATA PER PARCEL MAP 10259, P.M.B. 47/60.
  - (R6) INDICATES RECORD DATA PER PARCEL MAP 31113, P.M.B. 210/14-15.
  - (R7) INDICATES RECORD DATA PER TRACT MAP NO. 31499, M.B. 387/34-38.
  - (R8) INDICATES RECORD DATA PER PARCEL MAP 9253, P.M.B. 48/41.
  - (R9) INDICATES RECORD DATA PER PARCEL MAP 9084, P.M.B. 40/25.
  - (R10) INDICATES RECORD DATA PER TRACT MAP NO. 31387, M.B. 422/61-66.
  - (R11) INDICATES RECORD DATA PER LLA 4914, INST. No. 2005-0769156.
  - (R12) INDICATES RECORD DATA PER TRACT MAP NO. 28268, M.B. 288/93-95.
  - (R13) INDICATES RECORD DATA PER TRACT MAP NO. 31331, M.B. 376/29-32.
- SET 1" I.P. TAGGED LS 3640, FLUSH, AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.  
 SET NAIL AND TAG LS 3640 ON TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNER MONUMENTS, UNLESS OTHERWISE NOTED.
- ALL MONUMENTS ARE SET PER RIVERSIDE COUNTY ORDINANCE NO. 461.10  
 ALL MONUMENTS SHOWN AS "SET" ARE IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THIS TRACT.
- ////////// INDICATES RESTRICTED ACCESS.
- THIS TRACT CONTAINS 31.17 ACRES.  
 N.T.S. INDICATES NOT TO SCALE.  
 SNF = SEARCHED, NOTHING FOUND  
 R&M = RECORD AND MEASURED  
 CENTERLINE MONUMENT THE SHEETS WILL BE FILED WITH THE CITY OF WILDOMAR WITHIN 90 DAYS AFTER ACCEPTANCE OF STREET IMPROVEMENTS.

**EASEMENT NOTES:**

- 1 A RIGHT OF WAY FOR DITCHES AND RESERVOIRS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED MAY 5, 1914 IN BOOK 6 OF PATENTS, PAGE 304. SAID EASEMENT IS NOT PLOTTABLE FROM THE RECORD.
  - 2 AN EASEMENT FOR ELECTRICAL FACILITIES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED AUGUST 8, 1977 AS INSTRUMENT NO. 152688, O.R.
  - 3 INTENTIONALLY OMITTED.
  - 4 AN EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF WILLIAM J. AND MARIA J. SMITH, RECORDED JULY 10, 1978 AS INSTRUMENT NO. 78-141588, O.R.
  - 5 AN EASEMENT FOR ELECTRIC AND TELEPHONE FACILITIES IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA RECORDED JULY 11, 1978 AS INSTRUMENT NO. 78-0142418, O.R.
  - 6 AN EASEMENT FOR ELECTRIC AND TELEPHONE FACILITIES IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA RECORDED JULY 20, 1978 AS INSTRUMENT NO. 0150820, O.R.
  - 7 INTENTIONALLY OMITTED.
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  - 9 AN EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR DRAINAGE PURPOSES, RECORDED JULY 10, 2006 AS INSTRUMENT NO. 2006-0500771, O.R.
  - 10 AN EASEMENT IN FAVOR OF EL SINORE VALLEY MUNICIPAL WATER DISTRICT FOR PUBLIC UTILITY PURPOSES, RECORDED JUNE 26, 2014 AS INSTRUMENT NO. 2014-234727, O.R.
  - (A) INDICATES CITY OF WILDOMAR EASEMENT FOR STORM DRAIN AND MAINTENANCE PURPOSES, DEDICATED HEREON.
  - (B) INDICATES CITY OF WILDOMAR EASEMENT FOR LANDSCAPE AND MAINTENANCE PURPOSES, DEDICATED HEREON.
  - (C) INDICATES PRIVATE EASEMENT FOR STORM DRAIN AND MAINTENANCE PURPOSES, RETAINED HEREON.
  - (D) INDICATES PRIVATE EASEMENT FOR ACCESS, LANDSCAPE AND MAINTENANCE PURPOSES, RETAINED HEREON.
  - (E) INDICATES PRIVATE EASEMENT FOR CONSERVATION PURPOSES, RETAINED HEREON.
  - (F) INDICATES CITY OF WILDOMAR EASEMENT FOR STORM DRAIN ACCESS PURPOSES, DEDICATED HEREON.
- NOTE: DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS, OBSTRUCTIONS AND ENCROACHMENT BY LANDFILLS.

# TRACT NO. 32535

BEING A SUBDIVISION OF PARCELS 1 AND 3, ALONG WITH A PORTION OF PARCEL 4, OF PARCEL MAP 6430, AS FILED IN BOOK 18, PAGE 7; PARCELS 3 AND 4, ALONG WITH LETTERED LOTS D AND E, OF PARCEL MAP 9084, AS FILED IN BOOK 40, PAGE 25; PARCEL 1 OF PARCEL MAP 6387, AS FILED IN BOOK 18, PAGE 68; A PORTION OF PARCEL 3 OF PARCEL MAP 10259, AS FILED IN BOOK 47, PAGE 60; PARCEL 3 AND LOT C OF PARCEL MAP 9253, AS FILED IN BOOK 48, PAGE 41, ALL OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

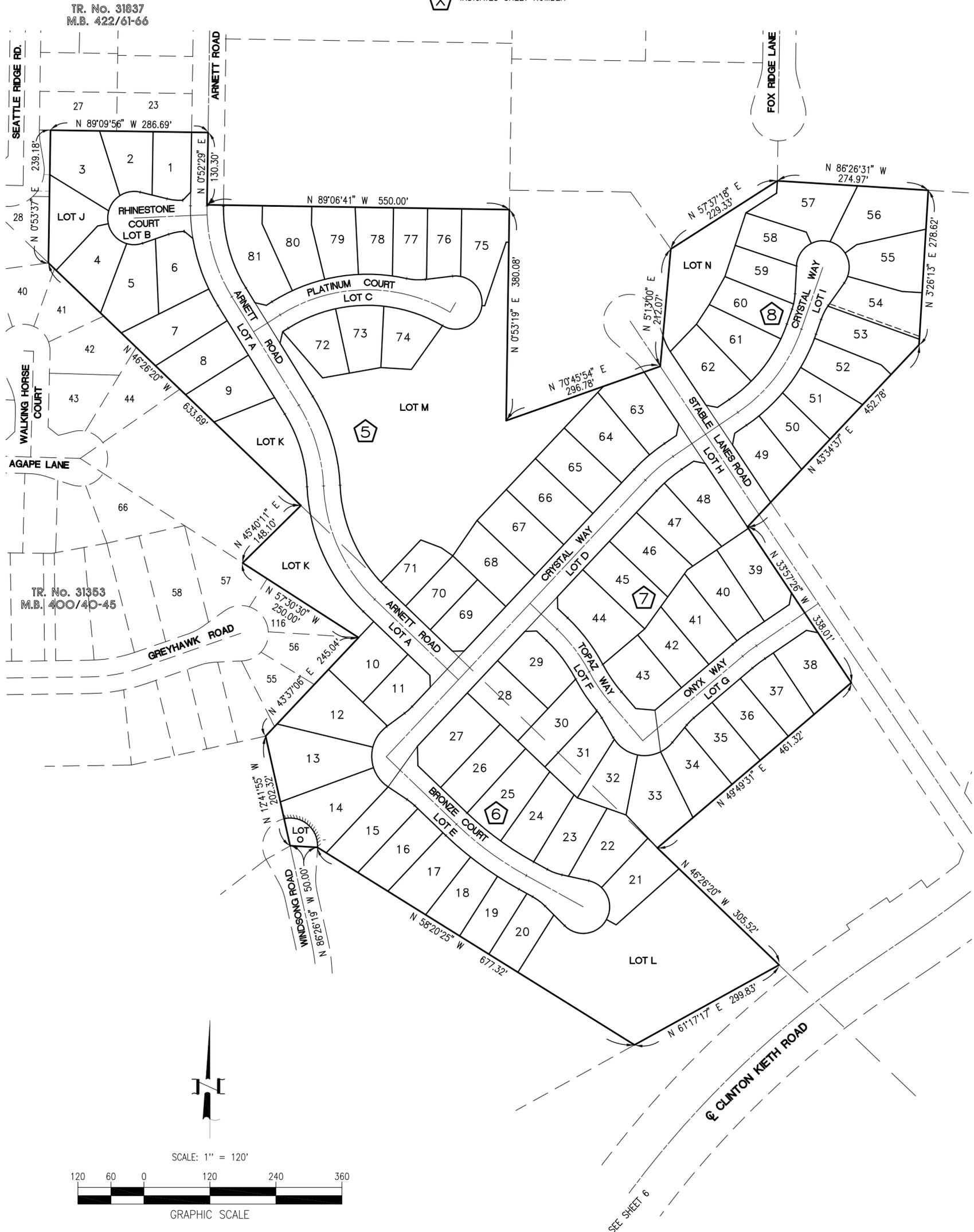
MDS CONSULTING

MAY, 2013

STANLEY C. MORSE L.S.3640

## SHEET INDEX

 INDICATES SHEET NUMBER



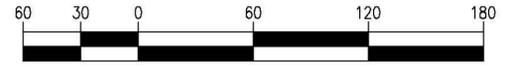
# TRACT NO. 32535

BEING A SUBDIVISION OF PARCELS 1 AND 3, ALONG WITH A PORTION OF PARCEL 4, OF PARCEL MAP 6430, AS FILED IN BOOK 18, PAGE 7; PARCELS 3 AND 4, ALONG WITH LETTERED LOTS D AND E, OF PARCEL MAP 9084, AS FILED IN BOOK 40, PAGE 25; PARCEL 1 OF PARCEL MAP 6387, AS FILED IN BOOK 18, PAGE 68; A PORTION OF PARCEL 3 OF PARCEL MAP 10259, AS FILED IN BOOK 47, PAGE 60; PARCEL 3 AND LOT C OF PARCEL MAP 9253, AS FILED IN BOOK 48, PAGE 41, ALL OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

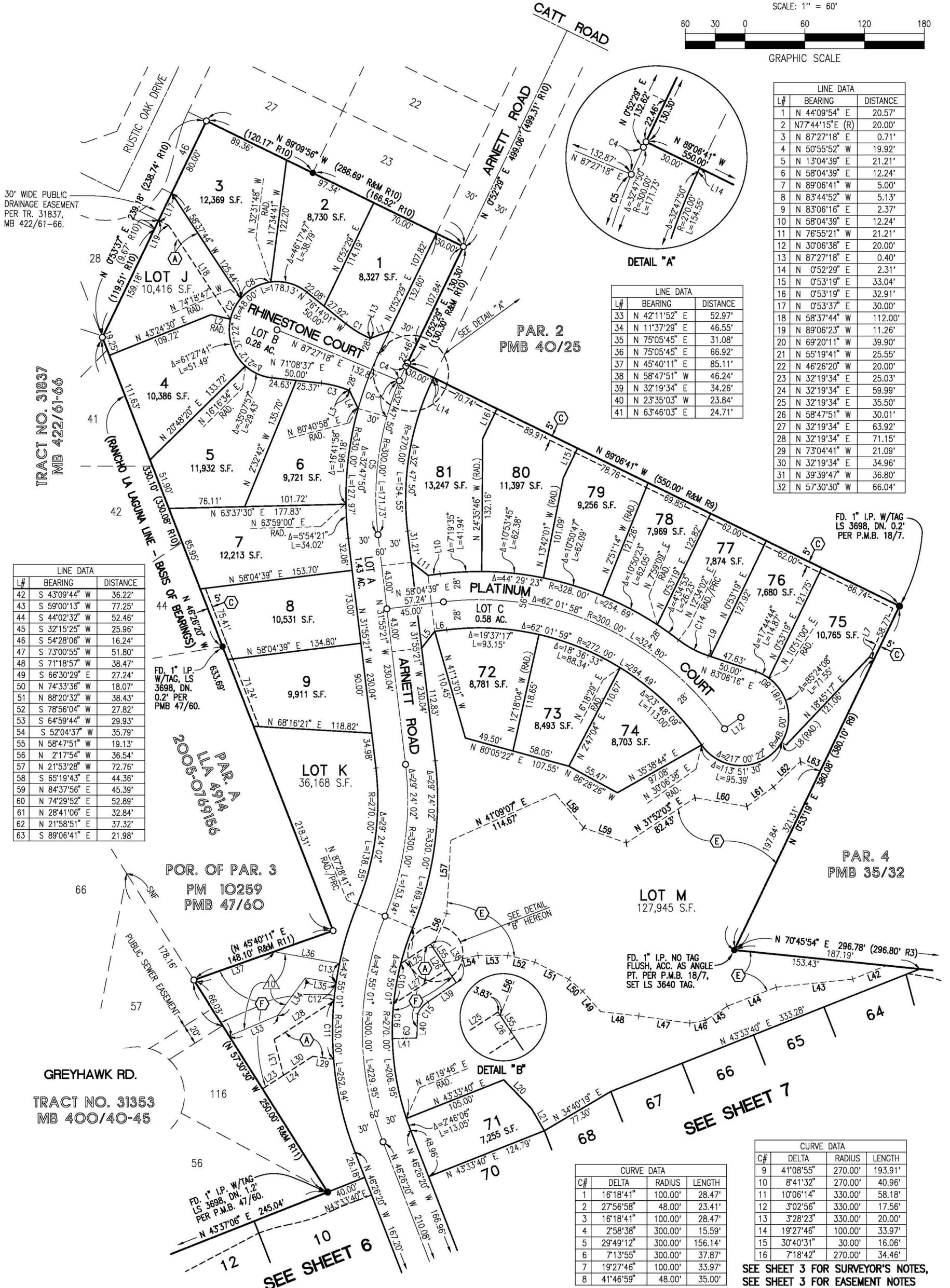
MDS CONSULTING MAY, 2013 STANLEY C. MORSE L.S.3640



SCALE: 1" = 60'



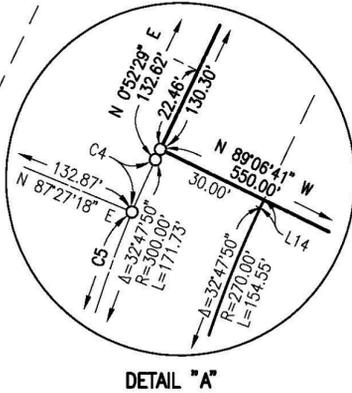
GRAPHIC SCALE



30' WIDE PUBLIC DRAINAGE EASEMENT PER TR. 31837, MB 422/61-66.

TRACT NO. 31837 MB 422/61-66

L#	BEARING	DISTANCE
42	S 43°09'44" W	36.22'
43	S 59°00'13" W	77.25'
44	S 44°02'32" W	52.46'
45	S 32°15'25" W	25.96'
46	S 54°28'06" W	16.24'
47	S 73°00'55" W	51.80'
48	S 71°18'57" W	38.47'
49	S 66°30'29" E	27.24'
50	N 74°33'36" W	18.07'
51	N 88°20'32" W	38.43'
52	S 78°56'04" W	27.82'
53	S 64°59'44" W	29.93'
54	S 52°04'37" W	35.79'
55	N 58°47'51" W	19.13'
56	N 2°17'54" E	36.54'
57	N 2°53'28" W	72.76'
58	S 65°19'43" E	44.36'
59	N 84°37'56" E	45.39'
60	N 74°29'52" E	52.89'
61	N 28°41'06" E	32.84'
62	N 21°58'51" E	37.32'
63	S 89°06'41" E	21.98'



L#	BEARING	DISTANCE
33	N 42°11'52" E	52.97'
34	N 11°37'29" E	46.55'
35	N 75°05'45" E	31.08'
36	N 75°05'45" E	66.92'
37	N 45°40'11" E	85.11'
38	N 58°47'51" W	46.24'
39	N 32°19'34" E	34.26'
40	N 23°35'03" W	23.84'
41	N 63°46'03" E	24.71'

L#	BEARING	DISTANCE
1	N 44°09'54" E	20.57'
2	N 77°44'15" E (R)	20.00'
3	N 87°27'18" E	0.71'
4	N 50°55'52" W	19.92'
5	N 13°04'39" E	21.21'
6	N 58°04'39" E	12.24'
7	N 89°06'41" W	5.00'
8	N 83°44'52" W	5.13'
9	N 83°06'16" E	2.37'
10	N 58°04'39" E	12.24'
11	N 76°55'21" W	21.21'
12	N 30°06'38" E	20.00'
13	N 87°27'18" E	0.40'
14	N 0°52'29" E	2.31'
15	N 0°53'19" E	33.04'
16	N 0°53'19" E	32.91'
17	N 0°53'37" E	30.00'
18	N 58°37'44" W	112.00'
19	N 89°06'23" W	11.26'
20	N 69°20'11" W	39.90'
21	N 55°19'41" W	25.55'
22	N 46°26'20" W	20.00'
23	N 32°19'34" E	25.03'
24	N 32°19'34" E	59.99'
25	N 32°19'34" E	35.50'
26	N 58°47'51" W	30.01'
27	N 32°19'34" E	63.92'
28	N 32°19'34" E	71.15'
29	N 73°04'41" W	21.09'
30	N 32°19'34" E	34.96'
31	N 39°39'47" W	36.80'
32	N 57°30'30" W	66.04'

FD. 1" I.P. W/TAG LS 3698, DN. 0.2' PER P.M.B. 18/7.

LOT M 127,945 S.F.

FD. 1" I.P. NO TAG FLUSH, ACC. AS ANGLE PT. PER P.M.B. 18/7, SET LS 3640 TAG.



C#	DELTA	RADIUS	LENGTH
1	16°18'41"	100.00'	28.47'
2	27°56'58"	48.00'	23.41'
3	16°18'41"	100.00'	28.47'
4	2°58'38"	300.00'	15.59'
5	29°49'12"	300.00'	156.14'
6	7°13'55"	300.00'	37.87'
7	19°27'46"	100.00'	33.97'
8	41°46'59"	48.00'	35.00'

C#	DELTA	RADIUS	LENGTH
9	41°08'55"	270.00'	193.91'
10	8°41'32"	270.00'	40.96'
11	10°06'14"	330.00'	58.18'
12	3°02'56"	330.00'	17.56'
13	3°28'23"	330.00'	20.00'
14	19°27'46"	100.00'	33.97'
15	30°40'31"	30.00'	16.06'
16	7°18'42"	270.00'	34.46'

SEE SHEET 3 FOR SURVEYOR'S NOTES, SEE SHEET 3 FOR EASEMENT NOTES

GREYHAWK RD. TRACT NO. 31353 MB 400/40-45

POR. OF PAR. 3 PM 10259 PMB 47/60

FD. 1" I.P. W/TAG LS 3698, DN. 1.2' PER P.M.B. 47/60.

SEE SHEET 6

SEE SHEET 7

# TRACT NO. 32535

BEING A SUBDIVISION OF PARCELS 1 AND 3, ALONG WITH A PORTION OF PARCEL 4, OF PARCEL MAP 6430, AS FILED IN BOOK 18, PAGE 7; PARCELS 3 AND 4, ALONG WITH LETTERED LOTS D AND E, OF PARCEL MAP 9084, AS FILED IN BOOK 40, PAGE 25; PARCEL 1 OF PARCEL MAP 6387, AS FILED IN BOOK 18, PAGE 68; A PORTION OF PARCEL 3 OF PARCEL MAP 10259, AS FILED IN BOOK 47, PAGE 60; PARCEL 3 AND LOT C OF PARCEL MAP 9253, AS FILED IN BOOK 48, PAGE 41, ALL OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

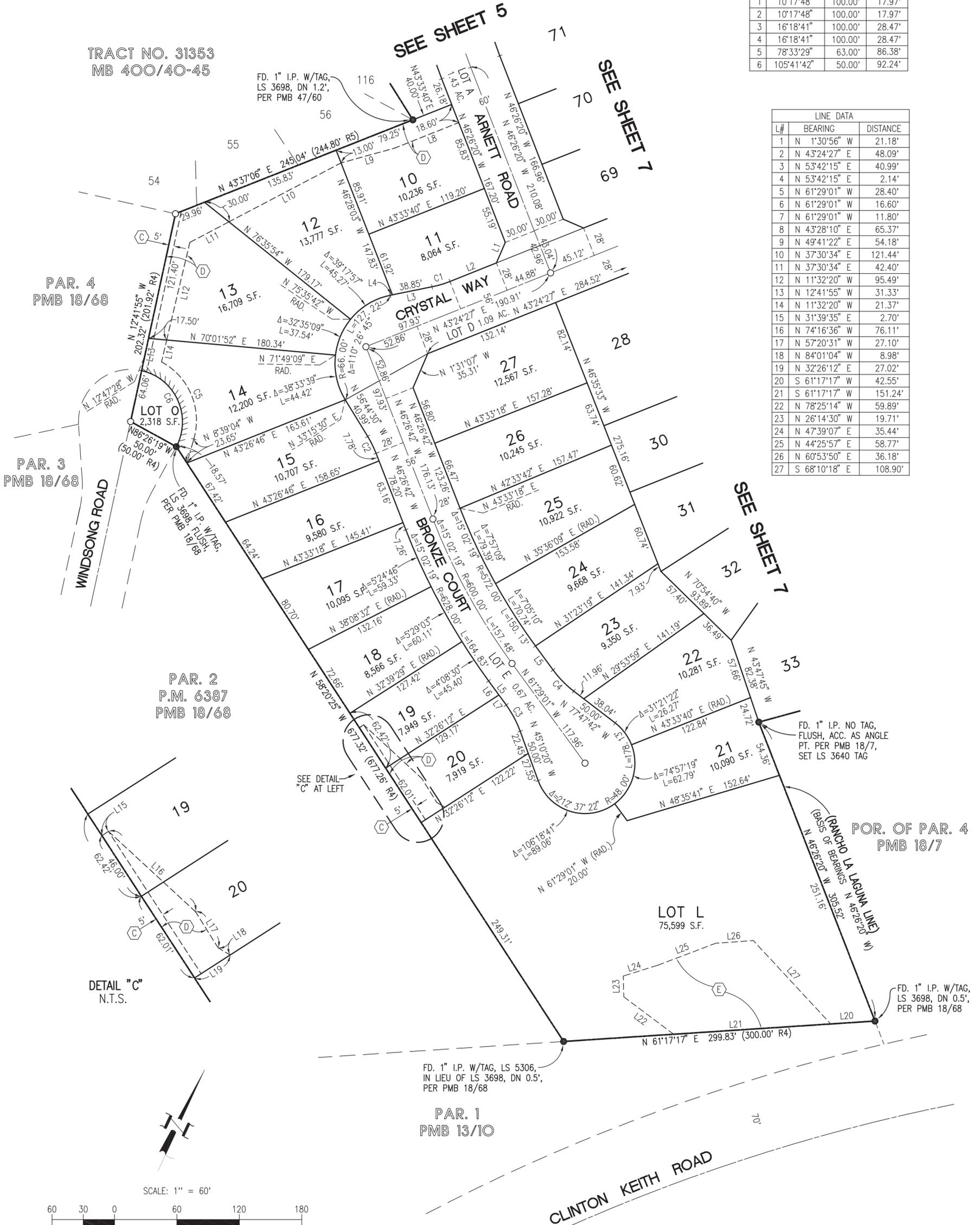
MDS CONSULTING

MAY, 2013

STANLEY C. MORSE L.S.3640

CURVE DATA			
C#	DELTA	RADIUS	LENGTH
1	10°17'48"	100.00'	17.97'
2	10°17'48"	100.00'	17.97'
3	16°18'41"	100.00'	28.47'
4	16°18'41"	100.00'	28.47'
5	78°33'29"	63.00'	86.38'
6	105°41'42"	50.00'	92.24'

LINE DATA		
L#	BEARING	DISTANCE
1	N 1°30'56" W	21.18'
2	N 43°24'27" E	48.09'
3	N 53°42'15" E	40.99'
4	N 53°42'15" E	2.14'
5	N 61°29'01" W	28.40'
6	N 61°29'01" W	16.60'
7	N 61°29'01" W	11.80'
8	N 43°28'10" E	65.37'
9	N 49°41'22" E	54.18'
10	N 37°30'34" E	121.44'
11	N 37°30'34" E	42.40'
12	N 11°32'20" W	95.49'
13	N 12°41'55" W	31.33'
14	N 11°32'20" W	21.37'
15	N 31°39'35" E	2.70'
16	N 74°16'36" W	76.11'
17	N 57°20'31" W	27.10'
18	N 84°01'04" W	8.98'
19	N 32°26'12" E	27.02'
20	S 61°17'17" W	42.55'
21	S 61°17'17" W	151.24'
22	N 78°25'14" W	59.89'
23	N 26°14'30" W	19.71'
24	N 47°39'07" E	35.44'
25	N 44°25'57" E	58.77'
26	N 60°53'50" E	36.18'
27	S 68°10'18" E	108.90'



TRACT NO. 31353  
MB 400/40-45

PAR. 4  
PMB 18/68

PAR. 3  
PMB 18/68

PAR. 2  
P.M. 6387  
PMB 18/68

DETAIL "C"  
N.T.S.

FD. 1" I.P. W/TAG, LS 5306,  
IN LIEU OF LS 3698, DN 0.5',  
PER PMB 18/68

PAR. 1  
PMB 13/10

POR. OF PAR. 4  
PMB 18/7

SEE SHEET 3 FOR SURVEYOR'S NOTES,  
SEE SHEET 2 FOR EASEMENT NOTES

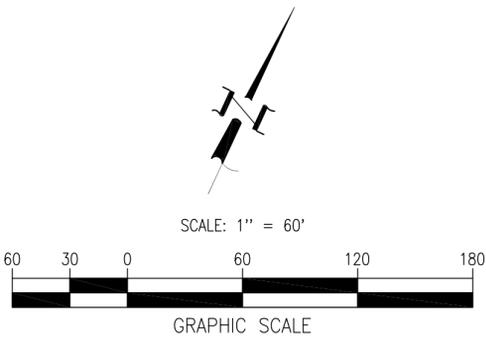
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MDS CONSULTING

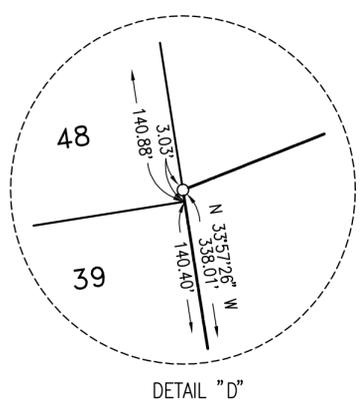
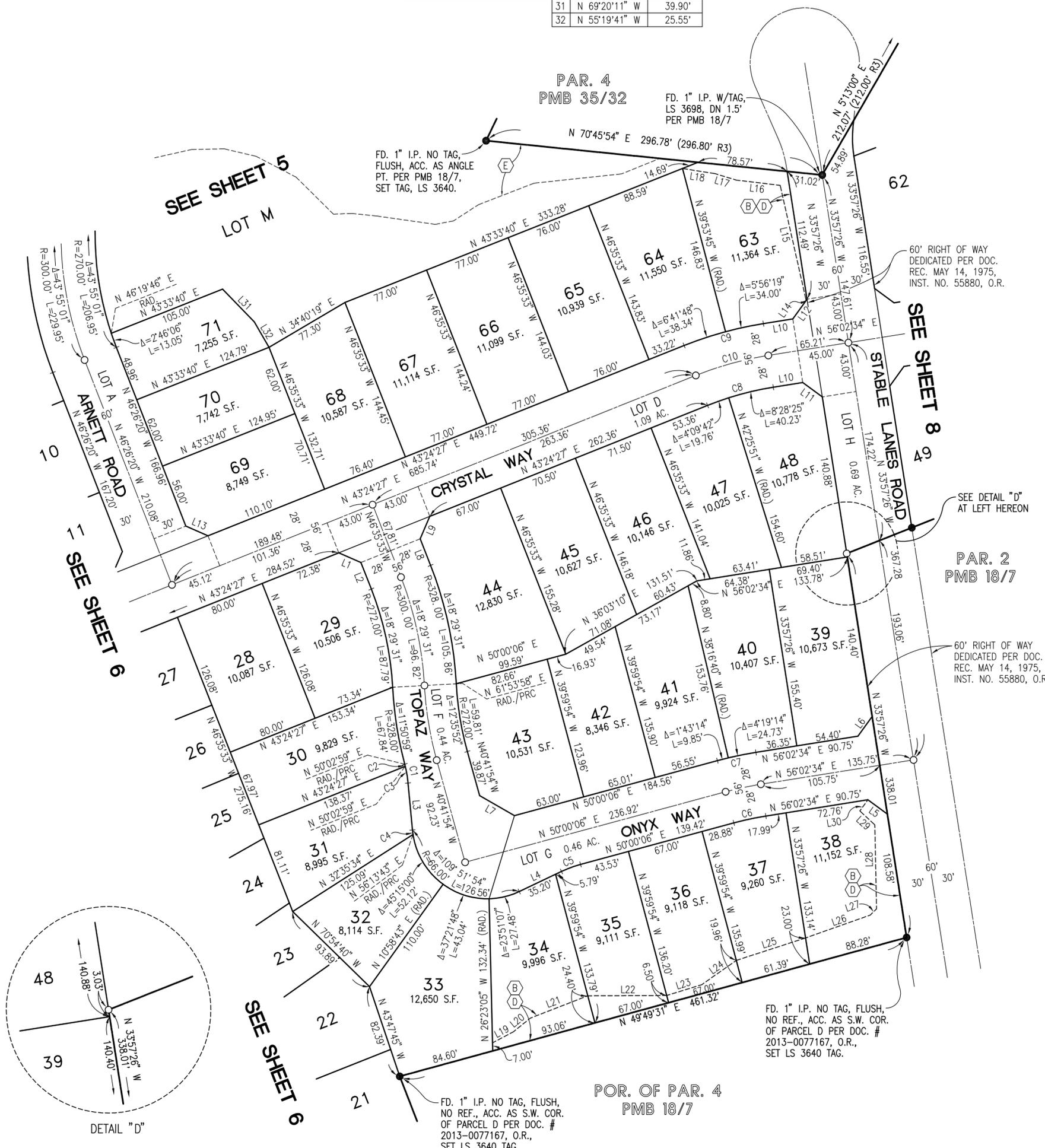
MAY, 2013

STANLEY C. MORSE L.S.3640



LINE DATA			LINE DATA		
L#	BEARING	DISTANCE	L#	BEARING	DISTANCE
1	N 88°24'27" E	21.21'	16	N 71°48'45" W	38.93'
2	N 46°35'33" W	24.81'	17	N 81°44'53" E	19.18'
3	N 30°22'19" W	40.99'	18	N 73°56'09" E	29.10'
4	N 39°45'48" E	40.99'	19	N 37°12'35" E	20.86'
5	N 78°57'26" W	21.21'	20	N 26°26'16" E	18.90'
6	N 11°02'34" E	21.21'	21	N 43°57'16" E	54.04'
7	N 85°20'54" W	35.14'	22	N 64°46'59" E	69.29'
8	N 46°35'33" W	24.81'	23	N 48°03'19" E	32.09'
9	N 1°35'33" W	21.21'	24	N 30°12'26" E	37.12'
10	N 56°02'34" E	26.21'	25	N 47°12'55" E	63.89'
11	N 78°57'26" W	21.21'	26	N 45°43'38" E	60.17'
12	N 11°02'34" E	21.21'	27	N 20°40'05" E	7.77'
13	N 88°29'04" E	21.24'	28	N 26°10'54" W	73.11'
14	N 52°09'10" E	1.00'	29	N 72°36'17" W	17.85'
15	N 37°50'50" W	101.75'	30	N 11°02'34" E	12.00'
			31	N 69°20'11" W	39.90'
			32	N 55°19'41" W	25.55'

CURVE DATA			
C#	DELTA	RADIUS	LENGTH
1	9°34'42"	100.00'	16.72'
2	1°04'59"	100.00'	1.89'
3	8°29'43"	100.00'	14.83'
4	3°23'58"	66.00'	3.92'
5	10°14'18"	100.00'	17.87'
6	6°02'28"	272.00'	28.68'
7	6°02'28"	328.00'	34.58'
8	12°38'07"	272.00'	59.98'
9	12°38'07"	328.00'	72.33'
10	12°38'07"	300.00'	66.16'



SEE SHEET 3 FOR SURVEYOR'S NOTES,  
SEE SHEET 3 FOR EASEMENT NOTES

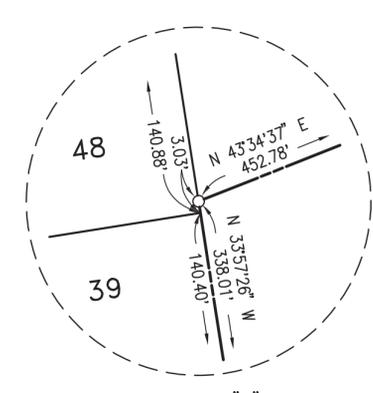
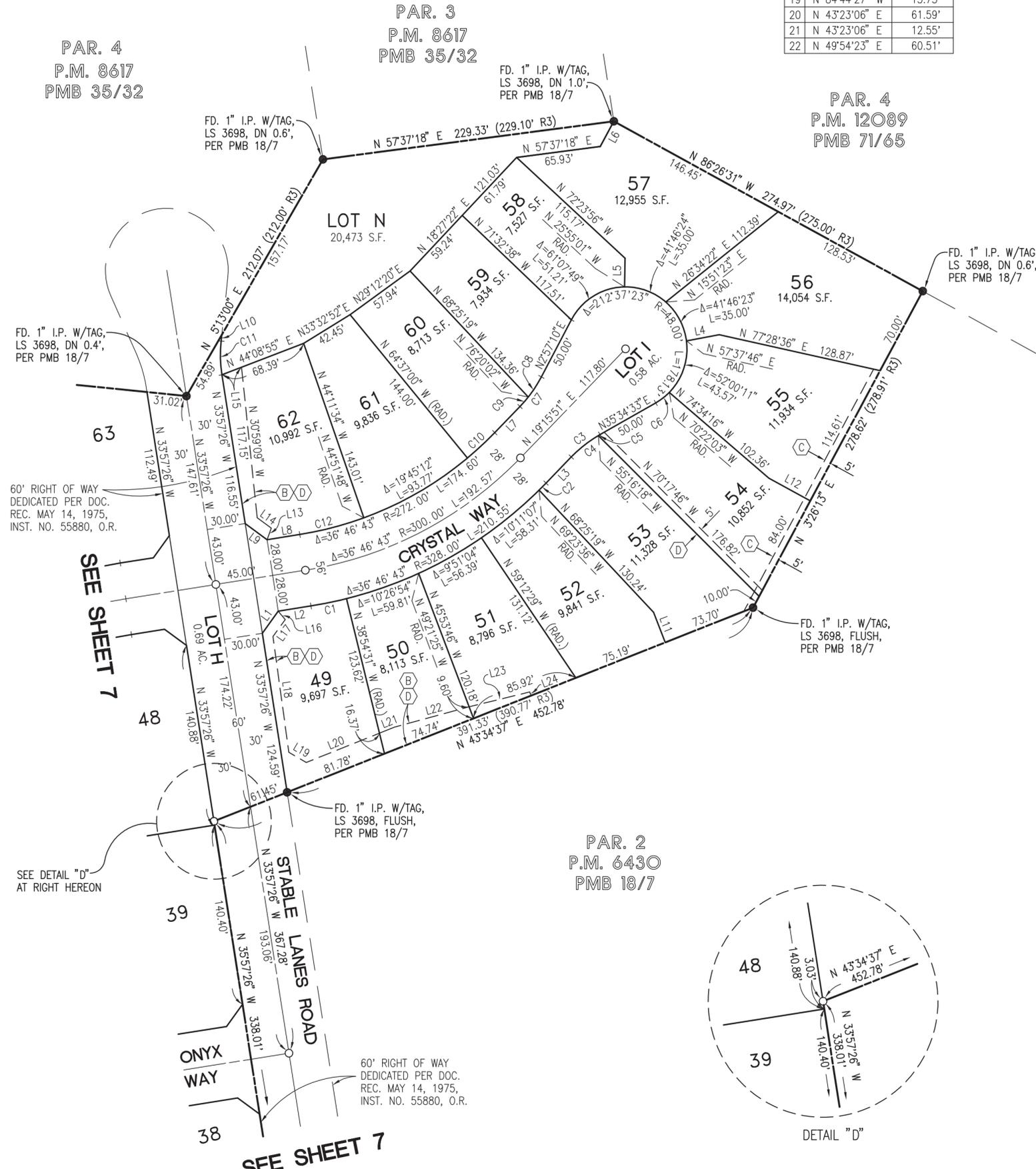
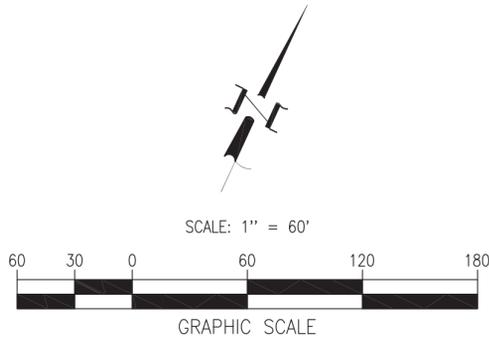
# TRACT NO. 32535

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MDS CONSULTING MAY, 2013 STANLEY C. MORSE L.S.3640

CURVE DATA			
C#	DELTA	RADIUS	LENGTH
1	4°57'05"	328.00'	28.35'
2	1°20'33"	328.00'	7.69'
3	16°18'42"	100.00'	28.47'
4	15°27'51"	100.00'	26.99'
5	0°50'51"	100.00'	1.48'
6	15°56'36"	48.00'	13.36'
7	16°18'41"	100.00'	28.47'
8	10°42'48"	100.00'	18.70'
9	5°35'53"	100.00'	9.77'
10	6°07'09"	272.00'	29.05'
11	15°00'39"	100.00'	26.20'
12	10°54'22"	272.00'	51.77'

LINE DATA		
L#	BEARING	DISTANCE
1	N 11°02'34" E	21.21'
2	N 56°02'34" E	25.87'
3	N 19°15'51" E	28.24'
4	N 54°16'06" E	26.03'
5	N 24°07'02" W	22.23'
6	N 3°33'29" E	22.23'
7	N 19°15'51" E	28.24'
8	N 56°02'34" E	25.87'
9	N 78°57'26" W	21.21'
10	N 18°56'47" W	4.88'
11	N 46°25'23" W	24.99'
12	N 86°33'47" W	36.79'
13	N 5°06'33" W	9.50'
14	N 78°57'26" W	13.60'
15	N 44°08'55" E	16.39'
16	N 64°44'46" W	8.50'
17	N 11°02'34" E	16.23'
18	N 32°51'59" W	90.41'
19	N 84°44'27" W	15.73'
20	N 43°23'06" E	61.59'
21	N 43°23'06" E	12.55'
22	N 49°54'23" E	60.51'



SEE SHEET 3 FOR SURVEYOR'S NOTES,  
SEE SHEET 3 FOR EASEMENT NOTES

# ENVIRONMENTAL CONSTRAINT SHEET

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

SHEET 1 OF 2 SHEETS

## TRACT NO. 32535

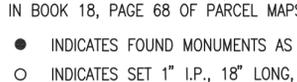
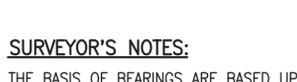
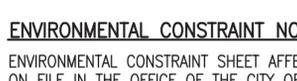
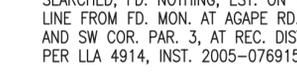
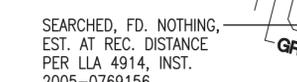
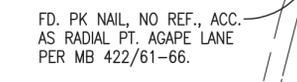
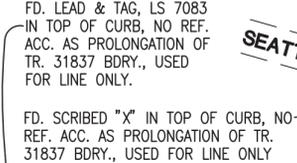
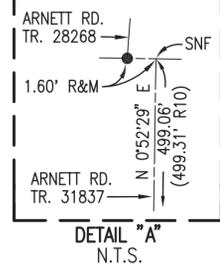
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TR. 28268-3 MB 288/90-92 MDS CONSULTING MAY, 2013 STANLEY C. MORSE L.S.3640

SCALE: 1" = 200'



GRAPHIC SCALE



**ENVIRONMENTAL CONSTRAINT NOTE:**

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY OF WILDOMAR, IN E.C.S. BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

**NOTE:**

C.C.&R'S PER INSTRUMENT NO. \_\_\_\_\_ RECORDED \_\_\_\_\_

**SURVEYOR'S NOTES:**

THE BASIS OF BEARINGS ARE BASED UPON THE RANCHO LA LAGUNA LINE, BEING NORTH 46°26'20" WEST, AS SHOWN BY PARCEL MAP 6387, FILED IN BOOK 18, PAGE 68 OF PARCEL MAPS.

- INDICATES FOUND MONUMENTS AS NOTED
  - INDICATES SET 1" I.P., 18" LONG, TAGGED "LS 3640", FLUSH (RIV. CO. STD. "B" MON.)
  - (R1) INDICATES RECORD DATA PER TRACT NO. 26268-3, M.B. 288/90-92.
  - (R2) INDICATES RECORD DATA PER TRACT NO. 34180-1, M.B. 429/43-49.
  - (R3) INDICATES RECORD DATA PER PARCEL MAP 6430, P.M.B. 18/7.
  - (R4) INDICATES RECORD DATA PER PARCEL MAP 6387, P.M.B. 18/68.
  - (R5) INDICATES RECORD DATA PER PARCEL MAP 10259, P.M.B. 47/60.
  - (R6) INDICATES RECORD DATA PER PARCEL MAP 31113, P.M.B. 210/14-15.
  - (R7) INDICATES RECORD DATA PER TRACT MAP NO. 31499, M.B. 387/34-38.
  - (R8) INDICATES RECORD DATA PER PARCEL MAP 9253, P.M.B. 48/41.
  - (R9) INDICATES RECORD DATA PER PARCEL MAP 9084, P.M.B. 40/25.
  - (R10) INDICATES RECORD DATA PER TRACT MAP NO. 31387, M.B. 422/61-66.
  - (R11) INDICATES RECORD DATA PER LLA 4914, INST. No. 2005-0769156.
  - (R12) INDICATES RECORD DATA PER TRACT MAP NO. 28268, M.B. 288/93-95.
  - (R13) INDICATES RECORD DATA PER TRACT MAP NO. 31331, M.B. 376/29-32.
- SET 1" I.P. TAGGED LS 3640, FLUSH, AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.  
 SET NAIL AND TAG LS 3640 ON TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNER MONUMENTS, UNLESS OTHERWISE NOTED.
- ALL MONUMENTS ARE SET PER RIVERSIDE COUNTY ORDINANCE NO. 461.10  
 ALL MONUMENTS SHOWN AS "SET" ARE IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THIS TRACT.
- ////////// INDICATES RESTRICTED ACCESS.
- THIS TRACT CONTAINS 31.17 ACRES.  
 N.T.S. INDICATES NOT TO SCALE.  
 SNF = SEARCHED, NOTHING FOUND  
 R&M = RECORD AND MEASURED
- CENTERLINE MONUMENT TIE SHEETS WILL BE FILED WITH THE CITY OF WILDOMAR WITHIN 90 DAYS AFTER ACCEPTANCE OF STREET IMPROVEMENTS.

**EASEMENT NOTES:**

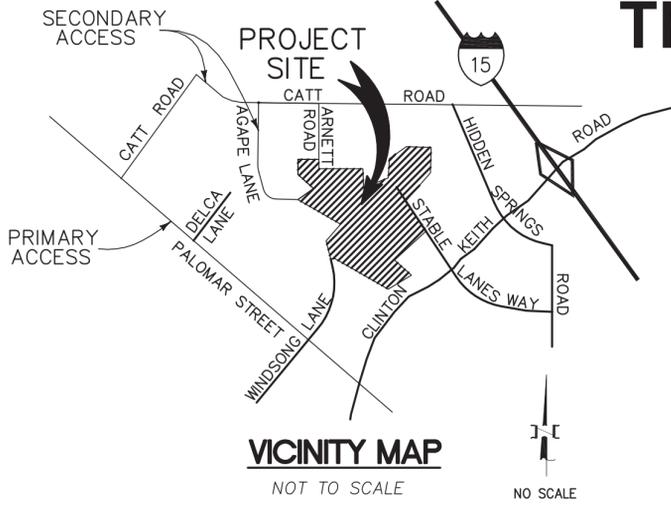
- 1 A RIGHT OF WAY FOR DITCHES AND RESERVOIRS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED MAY 5, 1914 IN BOOK 6 OF PATENTS, PAGE 304. SAID EASEMENT IS NOT PLOTTABLE FROM THE RECORD.
  - 2 AN EASEMENT FOR ELECTRICAL FACILITIES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED AUGUST 8, 1977 AS INSTRUMENT NO. 152688, O.R.
  - 3 INTENTIONALLY OMITTED.
  - 4 AN EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF WILLIAM J. AND MARIA J. SMITH, RECORDED JULY 10, 1978 AS INSTRUMENT NO. 78-141588, O.R.
  - 5 AN EASEMENT FOR ELECTRIC AND TELEPHONE FACILITIES IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA RECORDED JULY 11, 1978 AS INSTRUMENT NO. 78-0142418, O.R.
  - 6 AN EASEMENT FOR ELECTRIC AND TELEPHONE FACILITIES IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA RECORDED JULY 20, 1978 AS INSTRUMENT NO. 0150820, O.R.
  - 7 INTENTIONALLY OMITTED.
  - 8 AN EASEMENT FOR DISTRIBUTION OF ELECTRICITY IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED APRIL 20, 2006 AS INSTRUMENT NO. 2006-0284488, O.R. SAID EASEMENT IS NOT PLOTTABLE FROM THE RECORD.
  - 9 AN EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR DRAINAGE PURPOSES, RECORDED JULY 10, 2006 AS INSTRUMENT NO. 2006-0500771, O.R.
  - 10 AN EASEMENT IN FAVOR ELSINORE VALLEY MUNICIPAL WATER DISTRICT FOR PUBLIC UTILITY PURPOSES, RECORDED JUNE 26, 2014 AS INSTRUMENT NO. 2014-234727, O.R.
  - (A) INDICATES CITY OF WILDOMAR EASEMENT FOR STORM DRAIN AND MAINTENANCE PURPOSES, DEDICATED HEREON.
  - (B) INDICATES CITY OF WILDOMAR EASEMENT FOR LANDSCAPE AND MAINTENANCE PURPOSES, DEDICATED HEREON.
  - (C) INDICATES PRIVATE EASEMENT FOR STORM DRAIN AND MAINTENANCE PURPOSES, RETAINED HEREON.
  - (D) INDICATES PRIVATE EASEMENT FOR ACCESS, LANDSCAPE AND MAINTENANCE PURPOSES, RETAINED HEREON.
  - (E) INDICATES PRIVATE EASEMENT FOR CONSERVATION PURPOSES, RETAINED HEREON.
  - (F) INDICATES CITY OF WILDOMAR EASEMENT FOR STORM DRAIN ACCESS PURPOSES, DEDICATED HEREON.
- NOTE: DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS, OBSTRUCTIONS AND ENCROACHMENT BY LANDFILLS.

# ENVIRONMENTAL CONSTRAINT SHEET

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

SHEET 2 OF 2 SHEETS

## TRACT NO. 32535



### NOTICE OF DRAINAGE FEES

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

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

### EASEMENT NOTES:

- 1 A RIGHT OF WAY FOR DITCHES AND RESERVOIRS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED MAY 5, 1914 IN BOOK 6 OF PATENTS, PAGE 304. SAID EASEMENT IS NOT PLOTTABLE FROM THE RECORD.
  - 2 AN EASEMENT FOR ELECTRICAL FACILITIES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED AUGUST 8, 1977 AS INSTRUMENT NO. 152688, O.R.
  - 3 INTENTIONALLY DELETED.
  - 4 AN EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF WILLIAM J. AND MARIA J. SMITH, RECORDED JULY 10, 1978 AS INSTRUMENT NO. 78-141588, O.R.
  - 5 AN EASEMENT FOR ELECTRIC AND TELEPHONE FACILITIES IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA RECORDED JULY 11, 1978 AS INSTRUMENT NO. 78-0142418, O.R.
  - 6 AN EASEMENT FOR ELECTRIC AND TELEPHONE FACILITIES IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA RECORDED JULY 20, 1978 AS INSTRUMENT NO. 78-0150820, O.R.
  - 7 INTENTIONALLY DELETED.
  - 8 AN EASEMENT FOR DISTRIBUTION OF ELECTRICITY IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED APRIL 20, 2006 AS INSTRUMENT NO. 2006-0284488, O.R. SAID EASEMENT IS NOT PLOTTABLE FROM THE RECORD.
  - 9 AN EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR DRAINAGE PURPOSES, RECORDED JULY 10, 2006 AS INSTRUMENT NO. 2006-500771, O.R.
  - 10 AN EASEMENT IN FAVOR ELSINORE VALLEY MUNICIPAL WATER DISTRICT FOR PUBLIC UTILITY PURPOSES, RECORDED JUNE 26, 2014, AS INSTRUMENT NO. 2014-234727, O.R.
  - A INDICATES CITY OF WILDOMAR EASEMENT FOR STORM DRAIN AND MAINTENANCE PURPOSES, DEDICATED HEREON.
  - B INDICATES CITY OF WILDOMAR EASEMENT FOR LANDSCAPE AND MAINTENANCE PURPOSES, DEDICATED HEREON.
  - C INDICATES PRIVATE EASEMENT FOR STORM DRAIN AND MAINTENANCE PURPOSES, RETAINED HEREON.
  - D INDICATES PRIVATE EASEMENT FOR ACCESS, LANDSCAPE AND MAINTENANCE PURPOSES, RETAINED HEREON.
  - E INDICATES PRIVATE EASEMENT FOR CONSERVATION PURPOSES, RETAINED HEREON.
  - F INDICATES CITY OF WILDOMAR EASEMENT FOR STORM DRAIN ACCESS PURPOSES, DEDICATED HEREON.
- NOTE: THE OFFER OF DEDICATION FOR LANDSCAPE AND MAINTENANCE PURPOSES IS NOT ACCEPTED AT THIS TIME.
- NOTE: DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS, OBSTRUCTIONS AND ENCROACHMENTS BY LANDFILLS.

### ENVIRONMENTAL CONSTRAINT NOTES:

THE ENVIRONMENTAL CONSTRAINT INFORMATION SHOWN ON THIS MAP IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THIS INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS, AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP SHEET.

THE REQUIRED WATER SYSTEM, INCLUDING FIRE HYDRANTS, SHALL BE INSTALLED AND ACCEPTED BY THE APPROPRIATE WATER AGENCY PRIOR TO ANY COMBUSTIBLE BUILDING MATERIALS PLACED ON AN INDIVIDUAL LOT.

NO DISTURBANCE MAY OCCUR WITHIN THE BOUNDARIES OF THE CONSTRAINT AREAS.

BRUSH MANAGEMENT TO REDUCE FUEL LOADS TO PROTECT URBAN USES (FUEL MODIFICATION ZONES) WILL NOT ENCROACH INTO THE CONSTRAINT AREAS.

NIGHT LIGHTING SHALL BE DIRECTED AWAY FROM THE CONSTRAINT AREA. SHIELDING SHALL BE INCORPORATED IN PROJECT DESIGNS TO ENSURE AMBIENT LIGHTING IN THE CONSTRAINT AREAS IS NOT INCREASED.

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS, OBSTRUCTIONS AND ENCROACHMENT BY LANDFILLS.

NO PERMITS ALLOWING ANY GRADING, CONSTRUCTION, OR SURFACE ALTERATIONS SHALL BE ISSUED WHICH AFFECT THE DELINEATED CONSTRAINT AREAS WITHOUT FURTHER INVESTIGATION AND/OR MITIGATION AS DIRECTED BY THE COUNTY OF RIVERSIDE PLANNING DEPARTMENT. THIS CONSTRAINT AFFECTS LOTS L AND M AS SHOWN ON THE ENVIRONMENTAL CONSTRAINT SHEET.

FENCING, WHICH RESTRICTS THE MOVEMENT OF WILDLIFE, SHALL NOT BE ALLOWED IN THE WILDLIFE CORRIDOR. PROHIBITED FENCING INCLUDES, BUT IS NOT LIMITED TO, CHAINLINK, BARBED-WIRE, AND SOLID WOOD.

THIS PROPERTY IS SUBJECT TO LIGHTING RESTRICTIONS AS REQUIRED BY COUNTY ORDINANCE NO. 655, WHICH ARE INTENDED TO REDUCE THE EFFECTS OF NIGHT LIGHTING ON THE MOUNT PALOMAR OBSERVATORY. ALL PROPOSED OUTDOOR LIGHTING SYSTEMS SHALL BE IN CONFORMANCE WITH COUNTY ORDINANCE NO. 655.



# **ATTACHMENT 3**

**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:**

(Document exempt from recording fees  
pursuant to Cal. Gov. Code § 27383)

CITY OF WILDOMAR  
Attn: City Manager  
23873 Clinton Keith Rd., Suite 111  
Wildomar, California 92595

**THIS SPACE FOR RECORDER'S USE ONLY**

**SUBDIVISION IMPROVEMENT AGREEMENT**

**FINAL TRACT MAP 32535**

**By and Between**

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

**and**

**Lennar Homes of California, Inc.**

**DATED \_\_\_\_\_, 20\_\_**

## SUBDIVISION IMPROVEMENT AGREEMENT

### FINAL TRACT MAP 32535

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014\_ by and between the City of Wildomar, a municipal corporation (“City”) and Lennar Homes of California, Inc. (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A”. The tract map is identified in City records as Tract Map No. 32535. On December 5, 2006, the County of Riverside conditionally approved Tract No. 32535, and on April 2, 2014, the City of Wildomar subsequently approved a minor change to Tract 32535.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.), (“Map Act”) the City Ordinances, the conditions of approval for Tract No. 32535, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 32535.

D. City has authority to enter into this Subdivision Improvement Agreement pursuant to Government Code Sections 66499 – 66499.10.

E. Pursuant to Government Code Section 66499, Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 32535.

#### DEFINED TERMS

“**Developer**” shall mean Lennar Homes of California, Inc., a California. The term “Developer” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

“**Estimated Costs**” shall mean the City Engineer’s approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

**“Litigation Expenses”** shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a party in good faith in the prosecution of an action or proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys’ fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

**“Map Act”** shall mean the Subdivision Map Act, Government Code Sections 66410 et seq.

**“Property”** shall mean the all of the real property contained within the boundaries of Tract Map No. 32535 located in the City of Wildomar, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Exhibit “A”.

**“Public Improvements”** shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 32535 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 32535. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Exhibit “B. Notwithstanding, Exhibit “B”, Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map 32535.

**“Required Insurance”** shall mean the insurance required to be maintained by Developer under Section 17.

**“Security”** shall mean surety bonds, lien agreement or other security approved by the City Engineer or City Attorney in the amounts and under the terms of Section 12.

**“Tract No 32535”** shall mean the final map prepared and approved by the City for tentative tract map no. 32535.

**“Warranty”** shall mean the one year period following completion of the Public Improvements by Developer and the acceptance of the Public Improvements by the City in which Developer warrants and guarantees all Public Improvements.

## **OPERATIVE PROVISIONS**

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

1. **EFFECTIVENESS.** This Agreement shall not be effective unless and until all four (4) of the following conditions are satisfied in the order provided:

1.1 **Security.** Developer provides City with the Security of the type and in the amounts required by this Agreement;

1.2 **Final Map and Agreement Approval.** The City Council of the City (“City Council”) approves the final map for Tract No. 32535 and this Agreement;

1.3 **Record Agreement.** Developer and City execute the Agreement and City records this Agreement in the Recorder’s Office of the County of Riverside; and

1.4 **Record Final Map.** Developer records the final map for Tract No. 32535 in the Recorder’s Office of the County of Riverside.

If the above described conditions are not satisfied in the order, manner and within the time provided under this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer.

2. **PUBLIC IMPROVEMENTS.** Developer shall construct or have constructed at its own cost, expense, and liability the Public Improvements, as defined herein, within the time and in the manner required under this Agreement. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water or sewer system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water or sewer system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 **Prior Partial Construction of Public Improvements.** Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 **Permits; Notices; Utility Statements.** Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer’s obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or approval issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 **Quality of Work; Compliance With Laws and Codes.** The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 **Standard of Performance.** Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 **Alterations to Improvements.** All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 **Other Obligations Referenced in Conditions of Tentative Map Approval.** In addition to the foregoing, Developer shall satisfy all of the conditions of approval on the tentative map for the Property. The conditions of approval which have not been satisfied prior to the date of this Agreement are identified on Exhibit "D" hereto.

3. **MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING.** City shall not be responsible or liable for the maintenance or care of the Public Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Public Improvements until approved and accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly

prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within (2) two years (24 months) following approval of the final map for Tract No. 32535.

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 *et seq.* of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the Security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 **Accrual of Limitations Period.** Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 32535 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 *et seq.* of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No.

32535 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 32535, or as required by other governmental agencies having jurisdiction over Tract No. 32535.

8. **CITY INSPECTION OF PUBLIC IMPROVEMENTS.** Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. If the City inspector requests it, the Developer at any time before acceptance of the Public Improvements shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement. The inspection of the work by City shall not relieve Developer or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

9. **ADMINISTRATIVE COSTS.** If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10. **ACCEPTANCE OF IMPROVEMENTS; AS-BUILT OR RECORD DRAWINGS.** The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement.

10.1 **Developer's Notice of Completion.** Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

10.2 **City Acceptance of Public Improvements.** If Tract No. 32535 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

10.3 **Developer's Obligation to Provide As-Built or Record Drawings.** Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11. **WARRANTY AND GUARANTEE.** Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City. During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. **SECURITY.** Prior to City's approval and execution of this Agreement, Developer shall provide City with surety bonds, a lien agreement, or another form of security acceptable to the City Attorney and City Engineer under the terms set forth below.

12.1 **Surety Bonds.** If surety bonds are provided as Security, the amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

12.1.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful

performance bond in the amount of Three Million Two Hundred Two Thousand Five Hundred dollars (\$3,202,500.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.1.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 32535, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 32535.

12.1.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of One Million Six Hundred One Thousand Two Hundred Fifty dollars (\$1,601,250.00), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

12.1.4 **Additional Requirements.** The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, be a bank or insurance company licensed to transact surety business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.1.5 **Form of Bonds.** The evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.2 **Lien Agreement.** In lieu of surety bonds, Developer may execute a lien agreement as Security for the Improvements in accordance with Wildomar Municipal Code Section 16.56.030. The Lien Agreement shall be in the form attached hereto as Exhibit "E" and incorporated herein by this reference.

12.3 **Developer's Liability.** While no action of Developer shall be required in order for City to realize on its security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 12.

13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 32535 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of Seventeen Thousand Eight Hundred Dollars (\$17,800.00), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 32535.

14. **LIEN.** To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 12.0 *et seq.* and 13.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 12.0 *et seq.* and 13.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

15. **SIGNS AND ADVERTISING.** Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the summary removal by City, without notice to Developer, of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16. **INDEMNIFICATION.** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public

Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

## 17. **INSURANCE.**

17.1 **Types; Amounts.** Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 **General Liability.** Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$3,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 **Business Automobile Liability.** Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 **Workers' Compensation.** Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 **Additional Insured; Separation of Insureds.** The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insured provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 **Primary Insurance; Waiver of Subrogation.** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 **Certificates; Verification.** Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 **Term; Cancellation Notice.** Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 **Insurer Rating.** Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

## 18. **DEFAULT; NOTICE; REMEDIES.**

18.1 **Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Developer shall commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the demand to remedy the default, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

18.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

18.3 **Other Remedies.** No action by City pursuant to Section 18.0 *et seq.* of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

## 19. GENERAL PROVISIONS.

19.1 **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

19.2 **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

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

19.4 **Notices.** All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

**CITY:**

City of Wildomar  
Attn: City Manager  
23873 Clinton Keith Rd., Suite 111  
Wildomar, CA 92595

**DEVELOPER:**

Lennar Homes of California, Inc.  
Attn: Jeffrey T. Clemens  
980 Montecito Dr., Suite 302  
Corona, CA 92879

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

19.5 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

19.6 **Waiver.** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

19.7 **Assignment or Transfer of Agreement.** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

19.8 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

19.9 **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

19.10 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19.11 **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.12 **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all Litigation Expenses. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Litigation Expenses.

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 32535, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

19.14 **Counterparts.** This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

19.15 **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Developer.

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

**CITY OF WILDOMAR**

\_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Debbie E. Lee  
City Clerk

**APPROVED AS TO FORM**

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

\_\_\_\_\_  
LENNAR HOMES OF CALIFORNIA, INC., a California Corporation

By:   
\_\_\_\_\_  
Jeffrey T. Clements  
Its: Vice President

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

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

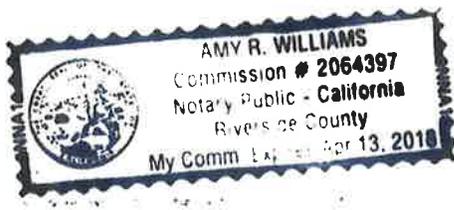
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 1189**

State of California

County of Riverside

On August 18, 2014 before me, Amy R. Williams, Notary  
Date Here Insert Name and Title of the Officer

personally appeared Jeffrey T. Clemens  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature: [Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Yrd. Bond # 0180841 Document Date: 7 30 5 35

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

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

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General  Partner —  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

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

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

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

WITNESS my hand and official seal.

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

**OPTIONAL**

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

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

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

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**TRACT NO. 32535**

Real property in the City of Wildomar, County of Riverside, State of California, described as follows:

PARCEL A:

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 6430, IN THE COUNTY OF RIVERSIDE,

STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS,

RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE

4 WEST, SAN BERNARDINO MERIDIAN LYING SOUTH AND EAST OF THE FOLLOWING

DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE WESTERLY ALONG THE

NORTH LINE OF SAID SECTION 1, 1982.35 FEET; THENCE SOUTH  $18^{\circ} 02'$  WEST 632.8 FEET

THE POINT OF BEGINNING; THENCE NORTH  $87^{\circ} 03'$  WEST 680 FEET; THENCE SOUTH  $57^{\circ} 01'$

WEST 229.1 FEET; THENCE SOUTH  $04^{\circ} 38'$  WEST 212 FEET; THENCE SOUTH  $70^{\circ} 10'$  WEST

296.8 FEET; THENCE SOUTH  $31^{\circ} 31'$  WEST 371.9 FEET TO THE NORTHEASTERLY BOUNDARY

LINE OF RANCHO LA LAGUNA.

PARCEL B:

PARCEL 3 OF PARCEL MAP 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS

SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

PARCEL C:

THAT PORTION OF PARCEL 4 OF PARCEL MAP 6430, IN THE COUNTY OF RIVERSIDE, STATE OF

CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE

COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST,

SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT

THE MOST WESTERLY CORNER OF SAID PARCEL 4; THENCE NORTH 43° 33' 40" EAST, A

DISTANCE OF 531.26 FEET; THENCE SOUTH 33° 55' 53" EAST, A DISTANCE OF 164.78 FEET;

THENCE SOUTH 46° 43' 46" WEST, A DISTANCE OF 496.33 FEET TO THE SOUTHWESTERLY

LINE OF SAID PARCEL 4; THENCE NORTH 46° 26' 20" WEST, ALONG SAID SOUTHWESTERLY

LINE, A DISTANCE OF 133.44 FEET TO THE POINT OF BEGINNING.

PARCEL D:

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 6430, IN THE COUNTY OF RIVERSIDE,

STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18, PAGE 7 OF PARCEL MAPS,

RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE

4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 4; THENCE SOUTH 33° 55'

53" EAST ALONG THE SOUTHERLY LINE OF STABLE LANES WAY 164.78 FEET TO THE TRUE

POINT OF BEGINNING; THENCE CONTINUING SOUTH 33° 55' 53" EAST, 173.25 FEET;  
THENCE

SOUTH 49° 53' WEST 460.87 FEET; THENCE NORTH 46° 26' 20" WEST 145.70 FEET;  
THENCE

NORTH 46° 43' 46" EAST 496.33 FEET TO THE TRUE POINT OF BEGINNING; SAID  
LAST

GEARING BEING THE EASTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL  
CONVEYED TO

JAMES R. PETERS AND DAWN J. PETERS BY DEED RECORDED JUNE 1, 1976 AS  
INSTRUMENT

NO. 76869 OFFICIAL RECORDS.

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION ONLY, THE MOST NORTHERLY  
CORNER OF

SAID PARCEL 4 IS CONSIDERED TO BE THE INTERSECTION OF THE  
SOUTHWESTERLY LINE OF

STABLE LANES WAY AND THE NORTHWESTERLY LINE OF SAID PARCEL 4.

PARCEL E:

PARCEL 3 AND LETTERED LOT D OF PARCEL MAP NO. 9084, IN THE COUNTY OF  
RIVERSIDE,

STATE OF CALIFORNIA, AS SHOWN ON FILE IN BOOK 40 PAGE 25 OF PARCEL  
MAPS, RECORDS

OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL F:

PARCEL 4 AND LETTERED LOT E OF PARCEL MAP NO. 9084, IN THE COUNTY OF  
RIVERSIDE,

STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 40 PAGE 25  
OF PARCEL

MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL G:

PARCEL 1 OF PARCEL MAP 6387, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS

SHOWN BY PARCEL MAP ON FILE IN BOOK 18 PAGE 68 OF PARCEL MAPS, RECORDS OF

RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE

NORTHEASTERLY LINE OF SAID PARCEL 1, SOUTH 46° 26' 20" EAST 440.00 FEET; THENCE

SOUTH 43° 33' 40" WEST, 250.00 FEET; THENCE NORTH 76° 12' 02" WEST 316.59 FEET;

THENCE SOUTH 40° 28' 59" WEST 50.00 FEET TO THE CENTER POINT OF THE CUL-DE-SAC

BEING THE COMMON CORNER OF PARCELS 1, 2, 3 AND 4, AS SHOWN ON SAID PARCEL MAP;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 12° 39' 19" WEST 151.92

FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE ALONG THE NORTHWESTERLY

LINE OF SAID PARCEL 1, NORTH 43° 33' 16" EAST, 344.80 FEET TO THE POINT OF BEGINNING.

PARCEL H:

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 6387, AS SHOWN BY MAP ON FILE IN BOOK

18, PAGE 68 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER

WITH A PORTION OF PARCEL 3 OF PARCEL MAP NO. 10259, AS SHOWN BY MAP ON FILE IN

BOOK 47, PAGE 60 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER  
OF SAID

COUNTY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY  
DESCRIBED

AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE  
ALONG THE

NORTHEASTERLY LINE OF SAID PARCEL 1, SOUTH 46° 26' 20" EAST, 440.00 FEET;  
THENCE

SOUTH 43° 33' 40" WEST, 250.00 FEET; THENCE NORTH 76° 12' 02" WEST, 316.59  
FEET;

THENCE SOUTH 40° 28' 59" WEST, 50.00 FEET TO THE CENTERLINE OF WINDSONG  
ROAD;

THENCE NORTH 12° 39' 19" WEST, 201.91 FEET TO THE NORTHWESTERLY CORNER  
OF SAID

PARCEL 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1,  
NORTH 43° 33' 16"

EAST, 244.80 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 3 OF PARCEL  
MAP NO.

10259 RECORDED IN BOOK 47 PAGE 60 OF PARCEL MAPS; THENCE ALONG THE  
SOUTHWESTERLY LINE OF SAID PARCEL 3, NORTH 57° 30' 35" WEST, 250.00 FEET;  
THENCE

NORTH 45° 37' 33" EAST, 148.10 FEET TO THE NORTHEASTERLY LINE OF SAID  
PARCEL 3;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3, SOUTH 46° 26' 20"  
EAST,

240.00 FEET TO THE POINT OF BEGINNING.

PARCEL I:

PARCEL 3 AND LOT "C" OF PARCEL MAP 9253, IN THE COUNTY OF RIVERSIDE,  
STATE OF

CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 48, PAGE 41, OF PARCEL MAPS,  
RIVERSIDE

COUNTY RECORDS.

APN: 380-110-005-2; 380-110-006-3; 380-120-001-9; 380-120-002-0; 380-100-005-1; 380-100-  
006-2; 380-130-002-1; 380-130-018-6 and 380-100-004-0

**EXHIBIT "B"**

**LIST OF PUBLIC IMPROVEMENTS**

**TRACT NO. 32535**

**CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT  
CONSTRUCTION COST WORKSHEET  
AND PLAN CHECK DEPOSIT CALCULATION SHEET**

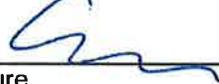
PARCEL MAP OR TRACT MAP NO. Tr 32535 DATE: 11/25/2013  
 PP, CU, PU, MS OR VL NO. \_\_\_\_\_ IP: \_\_\_\_\_

IMPROVEMENTS		FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage	\$ 2,360,833.92	\$ 2,361,000.00	\$ 1,180,500.00
*Flood Control	\$ 257,580.00	\$ 257,500.00	\$ 128,750.00
Water <u>EVMWD</u> District Name	\$ 317,578.80	\$ 317,500.00	\$ 158,750.00
Sewer <u>EVMWD</u> District Name	\$ 266,730.00	\$ 266,500.00	\$ 133,250.00
<b>Total</b>	<b><u>3,202,722.72</u></b>	<b><u>3,202,500.00</u></b>	<b><u>1,601,250.00</u></b>
Warranty Retention (10%)		\$ 320,250.00	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

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

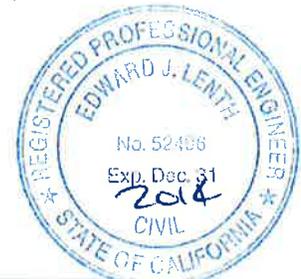
Above amounts do not include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

  
Signature

3/25/14  
Date

Ed Lentz  
Name Typed or printed

52496 12/31/2014  
RCE# Exp. Date



Civil Engineer's Stamp

\*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estimate.

- \*\*\* PLEASE READ INSTRUCTIONS BELOW \*\*\***
- Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "City of Wildomar Improvement Requirement Worksheet."
  - Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. \*\*100% for Flood Control items.
  - For Construction items not covered by "City of Wildomar Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If the City of Wildomar Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

**CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET  
STREET IMPROVEMENTS**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
		<b>ROADWAY EXCAVATION</b>		
3,500	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 70,000.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) =                      Fill (f) =		
	C.Y.	(a.) Excavate and Fill	\$ 0.40	\$ 0.00
	C.Y.	(b.) Excavate and Export	\$ 1.10	\$ 0.00
	C.Y.	(c.) Import and Fill	\$ 2.80	\$ 0.00
		If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a.)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
1,625	L.F.	Sawcut Exist. A.C. Pavement	\$ 1.00	\$ 1,625.00
4,148	S.F.	Cold Plane A.C. Pavement	\$ 1.50	\$ 6,222.00
	S.Y.	Grinding A.C. , in place	\$ 2.00	\$ 0.00
4,956	S.Y.	Remove A.C. Pavement	\$ 0.60	\$ 2,973.60
	L.F.	Remove Curb and Gutter	\$ 18.00	\$ 0.00
	L.F.	Remove A.C. Dike	\$ 3.00	\$ 0.00
	EA.	Relocate Mailbox	\$ 250.00	\$ 0.00
	L.F.	Remove Chain Link Fence	\$ 7.50	\$ 0.00
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
5,109	TON	Asphalt Concrete (                      S.F.) ( 144 lbs/cu.ft)	\$ 90.00	\$ 459,810.00
3,460	C.Y.	Agg Base Class II (116,103S.F.)	\$ 50.00	\$ 173,000.00
7.0	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (191627.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 4,200.00
17,510	S.F.	AC overlay (min. 0.10') (                      SF)	\$ 0.90	\$ 15,759.00
8,780	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 131,700.00
	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ 0.00
	L.F.	Type "C" Curb	\$ 12.00	\$ 0.00
7,362	S.F.	A.C. Sidewalk	\$ 2.00	\$ 14,724.00
112	L.F.	A.C. Dike (6"-8" Transition)(incl. material & labor)	\$ 9.00	\$ 1,008.00
1,164	L.F.	A.C. Dike (6")(incl. material & labor)	\$ 8.00	\$ 9,312.00
1,115	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 10.00	\$ 11,150.00
4,063	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 40,630.00
41,016	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 246,096.00
11,951	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 95,608.00
	S.F.	P.C.C. Dip Section Std. 307	\$ 6.00	\$ 0.00
14	EA.	Curb Access Ramp (Case A - Riv. Co. Std. 403)	\$ 2,000.00	\$ 28,000.00
2	EA.	Curb Access Ramp (Case B - Riv. Co. Std. 403)	2,000.00	4,000.00
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00
25	L.F.	Barricades	\$ 100.00	\$ 2,500.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT  
 IMPROVEMENT REQUIREMENT WORKSHEET  
**STREET IMPROVEMENTS**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
139	L.F.	Metal Beam Guard Railing	\$ 35.00	\$ 4,865.00
10,450	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 104,500.00
	L.F.	Chain Link Fence ( 6' )	\$ 80.00	\$ 0.00
	L.F.	Relocate Fence	\$ 12.00	\$ 0.00
	EA.	Pipe Gate	\$ 1,000.00	\$ 0.00
	EA.	Relocate Power Pole	\$ 10,000.00	\$ 0.00
22	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 110,000.00
	EA.	Concrete Bulkhead	\$ 2,500.00	\$ 0.00
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ 0.00
	C.Y.	Cut Off Wall ( Std 2' )	\$ 400.00	\$ 0.00
1	EA.	A. C. Overside Drain	\$ 800.00	\$ 800.00
1	EA	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 2,000.00
	EA	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
2	EA	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 4,000.00
	EA	Private Drainage Structure Std 310	\$ 500.00	\$ 0.00
	S.F.	Terrace Drain & Down Drain	\$ 6.50	\$ 0.00
	S.F.	Interceptor Drain	\$ 6.50	\$ 0.00
	C.Y.	R.C. Box Culvert	\$ 400.00	\$ 0.00
	C.Y.	Concrete Channel	\$ 200.00	\$ 0.00
50	C.Y.	Rip Rap ( 1/4 Ton ) Method B	\$ 40.00	\$ 2,000.00
160	C.Y.	Rip Rap ( 1/2 Ton ) Method B	\$ 100.00	\$ 16,000.00
	C.Y.	Rip Rap ( 1 Ton ) Method B	\$ 50.00	\$ 0.00
	C.Y.	Rip Rap ( 2 Ton ) Method B	\$ 55.00	\$ 0.00
	C.Y.	Grouted Rip Rap ( 1/4 Ton ) Method B	\$ 60.00	\$ 0.00
	C.Y.	Grouted Rip Rap ( 1/2 Ton ) Method B	\$ 67.00	\$ 0.00
	C.Y.	Grouted Rip Rap ( 1 Ton ) Method B	\$ 75.00	\$ 0.00
	C.Y.	Grouted Rip Rap ( 2 Ton ) Method B	\$ 80.00	\$ 0.00
473	L.F.	18" R.C. P. Or 21" x 15" RCPA	\$ 113.00	\$ 53,449.00
750	L.F.	24" R.C. P. Or 28" x 20" RCPA	\$ 115.00	\$ 86,250.00
61	L.F.	30" R.C. P. Or 35" x 24" RCPA	\$ 153.00	\$ 9,333.00
32	L.F.	36" R.C. P. Or 42" x 29" RCPA	\$ 90.00	\$ 2,880.00
262	L.F.	42" R.C. P. Or 49" x 33" RCPA	\$ 100.00	\$ 26,200.00
	L.F.	48" R.C. P. Or 57" x 38" RCPA	\$ 235.00	\$ 0.00
88	L.F.	54" R.C. P. Or 64" x 43" RCPA	\$ 130.00	\$ 11,440.00
111	L.F.	RCB Concrete	\$ 600.00	\$ 66,600.00
	L.F.	18" C.S.P. HDPE Or Equal	\$ 40.00	\$ 0.00
	L.F.	24" C.S.P. HDPE Or Equal	\$ 50.00	\$ 0.00
	L.F.	30" C.S.P. HDPE Or Equal	\$ 60.00	\$ 0.00
	L.F.	36" C.S.P. HDPE Or Equal	\$ 70.00	\$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	\$ 80.00	\$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	\$ 100.00	\$ 0.00
1	EA.	Iron Basin Pole	\$ 100.00	\$ 100.00
1	EA.	Concrete Apron	\$ 120.00	\$ 120.00
2	EA.	Catch Basin W=4'	\$ 2,200.00	\$ 4,400.00
	EA.	Catch Basin W=10'	\$ 5,200.00	\$ 0.00
6	EA.	Catch Basin W=14'	\$ 7,800.00	\$ 46,800.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET  
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 0.00
	EA.	Catch Basin W=28'	\$ 15,000.00	\$ 0.00
2	EA.	Catch Basin CB 110	\$ 2,500.00	\$ 5,000.00
2	EA.	Concrete Drop Inlet	\$ 4,000.00	\$ 8,000.00
	EA.	Junction Structure No. 1	\$ 3,000.00	\$ 0.00
1	EA.	Junction Structure No. 2	\$ 3,000.00	\$ 3,000.00
	EA.	Junction Structure No. 6	\$ 3,700.00	\$ 0.00
	EA.	Transition Structure No. 1	\$ 12,500.00	\$ 0.00
	EA.	Transition Structure No. 2	\$ 12,500.00	\$ 0.00
	EA.	Transition Structure No. 3	\$ 2,700.00	\$ 0.00
5	EA.	Manhole No. 1	\$ 2,700.00	\$ 13,500.00
1	EA.	Manhole No. 2	\$ 3,300.00	\$ 3,300.00
	EA.	Manhole No. 3	\$ 2,700.00	\$ 0.00
2	EA.	Manhole No. 4	\$ 5,000.00	\$ 10,000.00
—	EA.	Adjust Water Valve to Grade ( if no water plan )	\$ 250.00	\$ 0.00
—	EA.	Adjust MH to Grade ( if no sewer plan )	\$ 600.00	\$ 0.00
3	EA	Small Headwall (Concrete Forebays & Pipe )	3,000.00	\$ 9,000.00
1	EA	Concrete Collar	300.00	\$ 300.00
1	LS	Remove Existing Storm Drain	7,500.00	\$ 7,500.00
4	EA.	Large Culvert Headwall (RCB & Pipe)	10,000.00	\$ 40,000.00
2	EA.	Concrete Forebay	3,000.00	\$ 6,000.00
1	EA.	Fossil Filter	500.00	\$ 500.00
		<b>SIGNING, STRIPING AND SIGNALS</b>		
	S.F	Remove Traffic Stripes and Paint Markings	\$ 2.50	\$
3	EA.	Remove, Sign, Salvage	\$ 100.00	\$ 300.00
3	EA.	Relocate Roadside Sign	\$ 150.00	\$ 450.00
10	EA.	Street Name Sign	\$ 275.00	\$ 2,750.00
	EA.	Install Sign ( Strap and Saddle Bracket Method)	\$ 150.00	
-	EA.	Install Sign Mast Arm Hanger Method)	\$ 150.00	\$ 0.00
18	EA.	Road Sign - One Post	\$ 250.00	\$ 4,500.00
	EA.	Road Sign - Two Post	\$ 400.00	\$ 0.00
15	EA.	Pavement Marking	\$ 60.00	\$ 900.00
	EA.	Delineator ( Class 1 Type F)	\$ 40.00	\$ 0.00
	EA.	Delineator ( Class 2 )	\$ 45.00	\$ 0.00
	EA.	Pavement Marker, Reflective	\$ 3.75	\$ 0.00
	EA.	Paint Traffic Stripe (2 Coats )	\$ 0.30	\$ 0.00
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
2,014	L.F.	4" Thermoplastic Traffic Stripe	\$ 0.50	\$ 1,007.00
	L.F.	8" Thermoplastic Traffic Stripe	\$ 0.80	\$ 0.00
	S. F.	Thermoplastic Channelizing Limit Line and Pavement Marking	\$ 2.25	\$ 0.00
	S.F.	Thermoplastic Cross Walk and Pavement Marking	\$ 4.00	\$ 0.00
	EA	Signal and Lighting	150,000.00	\$ 0.00
7	EA	Catch Basin Details	0.00	\$ 0.00
4	EA	Remove and Relocate Power Poles	\$ 10,000.00	\$ 40,000.00
				\$ 0.00
				\$ 0.00







**CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT  
PLANCHECK DEPOSIT CALCULATION SHEET**

PARCEL MAP OR TRACT NO. \_\_\_\_\_  
PP, CU, PU, MS OR VL NO. \_\_\_\_\_

SCH: \_\_\_\_\_ DATE: \_\_\_\_\_

<b>IMPROVEMENT COSTS (Including Contingencies)</b>	
I. Streets/Drainage (Line C from Street Improvement Calculations)	\$ 2360833.92
II. Water (Line C from Water Improvement Calculations)	\$ 317,578.80
III. Sewer (Line C from Sewer Improvement Calculations)	\$ 266,730.00
<b>PLAN CHECK DEPOSIT CALCULATION</b>	
A. Street/Drainage ( % x I.) NOTE: Use 1% for TR, 6% for PM and 6.5% for PP, CU, PU, MS and VL	\$ 23608.34
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	\$ 5843.09
C. Total Plan Check Deposit (A + B)	\$ 29451.43
<b>SURCHARGE FEE CALCULATION</b>	
D. Surcharge Fee (2% x C)	\$ 589.03
E. Total Plan Check Deposit and Surcharge Fee	\$ 30040.46
<b>MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS</b>	
Note: If Plan Check Deposit calculated in "Line E" is less than the minimum as shown below, then following deposit schedule will apply, otherwise pay the full deposit.	
For TR (Schedule. A, B, C, D) and PM (Schedule. E, F, G) - minimum \$2,000	
For PM (Schedule H, I) - minimum \$2,000.00	
For PP/CU/PU/MS/VL - minimum \$2,000.00	
<b>COMMENTS</b>	

**EXHIBIT "C"**

**SURETY BONDS AND OTHER SECURITY**

**TRACT NO. 32535**

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

**PERFORMANCE BOND PRINCIPAL AMOUNT:** \$ 3,202,500.00

Surety: Berkley Insurance Company

Attorney-in-fact: Mechelle V. Larkin

Address: 475 Steamboat Road

Greenwich, CT 06830

**MATERIAL AND LABOR BOND PRINCIPAL AMOUNT:** \$ 1,601,250.00

Surety: Berkley Insurance Company

Attorney-in-fact: 475 Steamboat Road

Address: Greenwich, CT 06830

**CASH MONUMENT SECURITY:** \$ 17,800.<sup>00</sup>

Amount deposited per Cash Receipt No. 008925 Date: 08/27/2014

BOND NO. 0180841  
INITIAL PREMIUM: \$25,620.00 initial 2-year term  
SUBJECT TO ANNUAL RENEWAL PREMIUM THEREAFTER

**CITY OF WILDOMAR**

**TRACT MAP NO. 32535 IMPROVEMENTS**

**FORM OF PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California (“City”) and Lennar Homes of California, Inc. (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 32535 (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 2005 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Berkley Insurance Company (“Surety”), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of Three Million Two Hundred Two Thousand Five Hundred and 00/100 Dollars (\$ 3,202,500.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 *et seq.* of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Irvine, California, this 5th day of August, 2014.

Lennar Homes of California, Inc.,  
a California corporation  
\_\_\_\_\_  
Principal

Berkley Insurance Company  
\_\_\_\_\_  
Surety

By:   
\_\_\_\_\_  
Its: Managing Member

By:   
\_\_\_\_\_  
Attorney-In-Fact

JEFFREY T. CLEMENS  
(print name) VICE PRESIDENT

Mechelle V. Larkin  
(print name)

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.**

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

State of California

County of Riverside

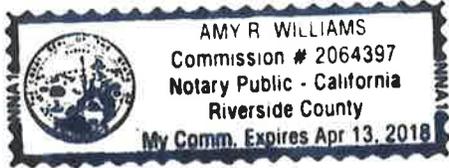
On August 18, 2014 before me, Amy R. Williams, Notary  
Date Here Insert Name and Title of the Officer

personally appeared Jeffrey T. Clemens  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: [Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: E/P Bond # 0180841 Document Date: 730535

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

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

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

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of Orange

On AUG - 5 2014 before me, Kathy R. Mair, Notary Public,  
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle V. Larkin -----  
[Name(s) of Signer(s)]

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

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



(Seal)

WITNESS my hand and official seal.

Kathy R. Mair  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: Mechelle V. Larkin

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

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

<b>RIGHT THUMBPRINT OF SIGNER</b> Top of thumb here

BOND NO. 0180841  
INITIAL PREMIUM: Included in Perf. Bond initial 1-year term  
SUBJECT TO ANNUAL RENEWAL

**CITY OF WILDOMAR**  
**TRACT MAP 32535 IMPROVEMENTS**  
**FORM OF LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California (“City”) and Lennar Home of California, Inc. (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 32535 (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 2005 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney’s fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Berkley Insurance Company (“Surety”), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of One Million Six Hundred One Thousand Two Hundred Fifty Dollars (\$ 1,601,250.00), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 *et seq.* of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Irvine, California, this 5th day August, 2014.

Lennar Homes of California, Inc.,  
a California corporation

Berkley Insurance Company

Principal

Surety

By: 

By: 

Its: Managing Member  
JEFFREY T. CLEMENS  
(print name) VICE PRESIDENT

Attorney-In-Fact  
Mechelle V. Larkin  
(print name)

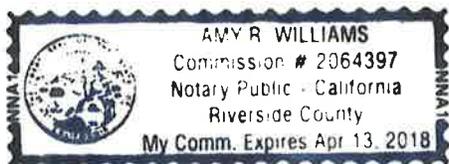
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California

County of Riverside

On August 18, 2014 before me, Amy R. Williams, Notary  
Date Here Insert Name and Title of the Officer

personally appeared Jeffrey T. Clemens  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature: [Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Subdivision Improvement Agreement # 132535

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

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

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

On AUG - 5 2014 before me, Kathy R. Mair, Notary Public  
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle V. Larkin  
[Name(s) of Signer(s)]

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

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

WITNESS my hand and official seal.



(Seal)

Kathy R. Mair  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: Mechelle V. Larkin

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

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

<b>RIGHT THUMBPRINT OF SIGNER</b> Top of thumb here

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.**

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Jeffrey Strassner, Patricia Talavera, Tenzer V. Cunningham, Natalie K. Trofimoff, Irene Lau, Kathy R. Mair, Mechelle V. Larkin, Brenda Wong or Kari Davis of Marsh USA, Inc. of Los Angeles, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23 day of January, 2014.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman  
Senior Vice President & Secretary

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 23 day of January, 2014, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Kathleen Corey  
Notary Public, State of Connecticut  
**KATHLEEN COREY  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES OCTOBER 31, 2017**

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this \_\_\_\_\_ day of AUG - 5 2014

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

**EXHIBIT “D”**

**Conditions of Approval not satisfied Prior to the Date of this Agreement**

**Tract No. 32535**

<b>Condition of Approval</b>	<b>Condition Description</b>	<b>Timing</b>
10.Flood RI 019	WQMP Maintenance	Prior to Building Permit Issuance
50.Planning 033	CC&R Recordation	Prior to Building Permit Issuance
50.Planning 008	Quimby Fees	Prior to Building Permit Issuance
50.Trans 004	Street Improvements	Prior to Building Permit Issuance
50.Trans 011	Street Name Installations	Prior to Building Permit Issuance
50.Trans 016	Soils Report (right-of-way)	Prior to Street Improvement Construction
50.Trans 025	Southwest R&BBD Fees	Prior to Building Permit Issuance
50.Trans 026	TUMF Fees	Prior to Building Permit Issuance

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.13**  
**CONSENT CALENDAR**  
**Meeting Date: November 12, 2014**

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TO: Mayor and City Council Members  
FROM: Thomas D. Jex, City Attorney  
DATE: November 12, 2014  
RE: Resolution Adopting Procedural Rules

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution entitled:

**RESOLUTION NO. 2014 - \_\_\_\_\_**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY**  
**OF WILDOMAR, CALIFORNIA, ADOPTING RULES OF**  
**PROCEDURE APPLICABLE TO MEETINGS OF THE CITY**  
**COUNCIL, PLANNING COMMISSION, AND ALL OTHER**  
**SUBSIDIARY OR ADVISORY BOARDS, COMMISSIONS,**  
**OR COMMITTEES OF THE CITY COUNCIL OF THE CITY**  
**OF WILDOMAR**

**BACKGROUND/DISCUSSION:**

The right of members of the public to speak at City meetings is essential to our government. That right, however, is not absolute. The Government Code allows public agencies to adopt reasonable regulations which limit the total amount of time allocated for public testimony on particular issues in order to protect its legitimate interest in conducting orderly public meetings.

This Resolution proposes certain regulations and rules of procedure to help ensure that City business may be conducted in an orderly and efficient manner.

**FISCAL IMPACT:**

None

**ATTACHMENT:**

Resolution

**RESOLUTION NO. 2014 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING RULES OF PROCEDURE APPLICABLE TO MEETINGS OF THE CITY COUNCIL, PLANNING COMMISSION, AND ALL OTHER SUBSIDIARY OR ADVISORY BOARDS, COMMISSIONS, OR COMMITTEES OF THE CITY COUNCIL OF THE CITY OF WILDOMAR**

**WHEREAS**, Government Code Section 54954.3(b) authorizes the City Council to adopt reasonable regulations limiting the total amount of time for public testimony and for each individual speaker and to effectuate the Legislative intent that public comments at meetings be limited to items within the scope of the meeting body's jurisdiction; and,

**WHEREAS**, it is the desire and duty of the City Council to ensure its business, and the business of other meeting bodies subject to its authority, is conducted in an orderly, efficient and fair manner and to ensure that the public has a full opportunity to be heard on matters of interest to the community.

**NOW THEREFORE**, the City Council of the City of Wildomar does find, determine, and resolve as follows:

**SECTION 1:** The Rules of Procedure set forth in Section 2 shall apply to meetings of the City Council, Planning Commission and all other subsidiary or advisory boards, commissions and committees of the City Council of the City of Wildomar (hereinafter "Meeting Body" or "Body").

**SECTION 2: Rules of Procedure.**

A. The City Council recognizes that the right of members of the public to speak is fundamental and essential to the proper functioning of our democratic government. However, the City Council acknowledges that the right to speak is not absolute, and government may adopt reasonable regulations to protect its legitimate interest in conducting an orderly public meeting. California has codified the right of local government to adopt reasonable regulations of this kind in Government Code Section 54954.3.

B. *Addressing the Body at a Public Meeting.*

1. The City requests, but does not require, that the speaker fill out a form provided by the City to ensure the City has proper records of its speakers and to provide the speakers with appropriate notices in the future.

a. Each person shall confine his or her remarks to the agenda item being discussed or appropriate City related non-agenda item.

b. For consent calendar items, each person shall limit his or her remarks to three (3) minutes total for all items appearing on the consent calendar. Each speaker commenting on consent calendar items shall be permitted to address the

Meeting Body on multiple consent calendar items if the speaker so desires, provided that the total amount of speaking time for all consent calendar items shall be three (3) minutes, unless further time is granted by the presiding officer. Time donations are not permitted for comment on consent calendar items. If a consent calendar item is pulled for discussion by a council member, then each person commenting on that item shall have three (3) minutes to address the Meeting Body.

c. For all items not appearing on the consent calendar, each person shall limit his or her remarks to three (3) minutes, unless further time is granted by the presiding officer. The presiding officer may limit remarks to two (2) minutes when it appears there will be more speakers than can be accommodated in the time available for the City Council to reasonably conduct its business.

2. All remarks shall be addressed to the Body as a whole and not to any single member thereof, unless in response to a question from such member.

**PASSED, APPROVED AND ADOPTED** this 12th day of November, 2014.

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Marsha Swanson  
Mayor

ATTEST:

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Debbie A. Lee, CMC  
City Clerk

APPROVED AS TO FORM:

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Thomas D. Jex  
City Attorney

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.14**  
**CONSENT CALENDAR**  
**Meeting Date: November 12, 2014**

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**TO:** Mayor and City Council Members

**FROM:** Matthew Bassi, Planning Director

**SUBJECT:** Ordinance No. 101 Second Reading – Zoning Ordinance Amendment No. 14-03 – Clarification of Approval Authority

**STAFF REPORT**

**RECOMMENDATION**

Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 101

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION PER SECTION 15061.B.3 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVING ZONING ORDINANCE AMENDMENT NO. 14-03 TO AMEND CHAPTERS 17.192, 17.196, 17.200, 17.208 OF THE WILDOMAR ZONING ORDINANCE RELATING TO THE APPROVAL AUTHORITY AND HEARING BODY FOR VARIANCES, CONDITIONAL USE PERMITS, AND PUBLIC USE PERMITS, AND TO AMEND CHAPTER 17.216 OF THE WILDOMAR ZONING ORDINANCE TO ESTABLISH THE PLANNING COMMISSION AS THE APPROVAL AUTHORITY ON ALL PLOT PLANS FOR WHICH A NEGATIVE DECLARATION, MITIGATED NEGATIVE DECLARATION OR ENVIRONMENTAL IMPACT REPORT IS REQUIRED TO BE PREPARED PURSUANT TO CEQA GUIDELINES

**DISCUSSION**

The City Council approved the first reading of Ordinance No. 101 at the October 8, 2014 Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 101.

**ATTACHMENTS**

Ordinance No. 101

## ORDINANCE NO. 101

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION PER SECTION 15061.B.3 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVING ZONING ORDINANCE AMENDMENT NO. 14-03 TO AMEND CHAPTERS 17.192, 17.196, 17.200, 17.208 OF THE WILDOMAR ZONING ORDINANCE RELATING TO THE APPROVAL AUTHORITY AND HEARING BODY FOR VARIANCES, CONDITIONAL USE PERMITS, AND PUBLIC USE PERMITS, AND TO AMEND CHAPTER 17.216 OF THE WILDOMAR ZONING ORDINANCE TO ESTABLISH THE PLANNING COMMISSION AS THE APPROVAL AUTHORITY ON ALL PLOT PLANS FOR WHICH A NEGATIVE DECLARATION, MITIGATED NEGATIVE DECLARATION OR ENVIRONMENTAL IMPACT REPORT IS REQUIRED TO BE PREPARED PURSUANT TO CEQA GUIDELINES**

### **THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:**

#### **SECTION 1: ENVIRONMENTAL DETERMINATION.**

A review of the potential environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 14-03. Based on this review, the Planning Department has determined that the adoption of the proposed amendment (which provides for only text changes) has no potential to cause a significant adverse impact on the environment whatsoever. Therefore, Zoning Ordinance Amendment No. 14-03 meets the criteria to be exempt from CEQA pursuant to Section 15061(b)(3) which states “that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.” Therefore, the City Council, upon recommendation from the Planning Commission, adopts this general rule CEQA exemption for Zoning Ordinance Amendment No. 14-03.

#### **SECTION 2. REQUIRED ZOA FINDING.**

In accordance with the provisions of the Wildomar Zoning Ordinance, the following finding is offered for City Council consideration in approving Zoning Ordinance Amendment No. 14-03.

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

The proposed amendment is consistent with the City of Wildomar General Plan in that the proposed amendments to Chapters 17.192, 17.196, 17.200, 17.208 and 17.216 continue to implement the goals and policies of the General Plan

related to review and approval of conditional use permits, public use permits and plot plans. Further, the proposed amendments are consistent with the Wildomar Zoning Ordinance in that the amendments will clearly establish the appropriate approval authority and hearing body for applications for variances, conditional use permits, public use permits and plot plans, thereby eliminating confusion.

**SECTION 3:            **AMENDMENT TO THE ZONING ORDINANCE.****

Section 17.192 (Permit Applications) is hereby amended to add a new subsection to read as follows:

**“Section 17.192.025   Approval Authority**

The Planning Commission shall be the appropriate hearing body for and, shall have the authority to approve, applications for all variances, conditional use permits, and public use permits. Notwithstanding the above or, any other provision herein to the contrary, the hearing on any variance, conditional use permit, or public use permit application that also requires the approval of a general plan amendment, specific plan amendment, or change of zone shall be heard in accordance with the provisions of Section 17.08.050, 17.08.060 and 17.280.040 whichever is applicable, and all the procedural requirements and rights of appeal as set forth therein, shall govern the hearing.”

**SECTION 4:            **AMENDMENT TO THE ZONING ORDINANCE.****

Section 17.196.030 (Public Hearing), is hereby amended in its entirety to read as follows:

“The Planning Commission shall be the appropriate hearing body for and, shall have the authority to approve all variance applications in accordance with the provisions of Chapter 17.192. Notwithstanding the above or, any other provision herein to the contrary, the hearing on any variance application that also requires the approval of a general plan amendment, specific plan amendment, or change of zone shall be heard in accordance with the provisions of Section 17.08.050, 17.08.060 and 17.280.040 whichever is applicable, and all the procedural requirements and rights of appeal as set forth therein, shall govern the hearing.”

**SECTION 5:            **AMENDMENT TO THE ZONING ORDINANCE.****

Section 17.200.040 (Public Hearing), is hereby amended in its entirety to read as follows:

“The Planning Commission shall be the appropriate hearing body for and, shall have the authority to approve all conditional use permit applications in accordance with the provisions of Chapter 17.192. Notwithstanding the above or, any other provision herein to the contrary, the hearing on any conditional use permit application that also requires the approval of a general plan amendment, specific plan amendment, or change of zone shall be heard in accordance with the provisions of Section 17.08.050, 17.08.060 and 17.280.040 whichever is

applicable, and all the procedural requirements and rights of appeal as set forth therein, shall govern the hearing.”

**SECTION 6: AMENDMENT TO THE ZONING ORDINANCE.**

Section 17.208.030 (Public Hearing), is hereby amended in its entirety to read as follows:

“The Planning Commission shall be the appropriate hearing body for and, shall have the authority to approve all public use permit applications in accordance with the provisions of Chapter 17.192. Notwithstanding the above or, any other provision herein to the contrary, the hearing on any public use permit application that also requires the approval of a general plan amendment, specific plan amendment, or change of zone shall be heard in accordance with the provisions of Section 17.08.050, 17.08.060 and 17.280.040 whichever is applicable, and all the procedural requirements and rights of appeal as set forth therein, shall govern the hearing.”

**SECTION 7: AMENDMENT TO THE ZONING ORDINANCE.**

Section 17.216.050.B is hereby amended in its entirety to read as follows:

“B. Plot Plan Requiring Hearing. The Planning Director shall hold a public hearing and make a final decision on all plot plans for which any environmental exemption (per Article 18 and 19 of the California Environmental Quality Act (CEQA) guidelines) is prepared. Notice of the time, date and place of the public hearing shall be given as provided in Section 17.192.040. Any appeal of the Planning Director decision shall be to the Planning Commission as provided for in Section 17.216.060.

Further, the Planning Commission shall hold a public hearing and make a final decision on all plot plans for which a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report is prepared pursuant to the provisions of Article 6 and Article 7, respectively, of the California Environmental Quality Act. Notice of the time, date and place of the public hearing shall be given as provided in Section 17.192.040. Any appeal of the Planning Commission decision shall be to the City Council as provided for in Section 17.216.060.”

**SECTION 8: AMENDMENT TO THE ZONING ORDINANCE.**

Section 17.216.050.C is hereby amended in its entirety to read as follows:

“C. Plot Plans for Large Commercial Developments. Notwithstanding any other provision of this section to the contrary, a noticed public hearing before the Planning Commission shall be held on all plot plans for commercial developments of five (5) acres or larger, and for which a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report is prepared pursuant to the provisions of Article 6 and Article 7, respectively, of the California Environmental Quality Act. Notice of the time, date and place of the public hearing shall be given as provided

in Section 17.192.040. Any appeal of the Planning Commission decision shall be to the City Council as provided for in Section 17.216.060.B

1. Notwithstanding any other provision of this section to the contrary, a noticed public hearing before the Planning Director shall be held on all plot plans for commercial developments that are less than five (5) acres. Notice of the time, date and place of the public hearing shall be given as provided in Section 17.192.040. Any appeal of the Planning Director decision shall be to the City Council as provided for in Section 17.216.060.A. If a commercial project under five (5) acres requires a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report prepared pursuant to the provisions of Article 6 and Article 7, respectively, of the California Environmental Quality Act, a noticed public hearing before the Planning Commission shall be held as outlined in Section 17.216.050.C above.

**SECTION 9. EFFECTIVE DATE OF THE ORDINANCE.**

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

**SECTION 10. SEVERABILITY.**

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 11. CITY CLERK ACTION.**

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

**PASSED, APPROVED AND ADOPTED** this 12th day of November, 2014.

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Marsha Swanson  
Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

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Thomas D. Jex  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #1.15**  
**CONSENT CALENDAR**  
**Meeting Date: November 12, 2014**

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**TO:** Mayor and City Council Members  
**FROM:** Dan York, Assistant City Manager  
**SUBJECT:** Ordinance No. 102 Second Reading - Amendment of Municipal Code Chapter 13.12 (Stormwater Drainage System Protection)

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 102  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, AMENDING CHAPTER 13.12 (STORMWATER DRAINAGE  
SYSTEM PROTECTION) OF THE WILDOMAR MUNICIPAL CODE

**BACKGROUND:**

The City Council approved the first reading of Ordinance No. 102 at the October 8, 2014 regular City Council meeting. At this time it would be appropriate for the City Council to adopt Ordinance No. 102.

**FISCAL IMPACT:**

The proposed Ordinance Update has no fiscal impact to the City.

**ATTACHMENTS:**

Ordinance No. 102

## ORDINANCE NO. 102

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 13.12 (STORMWATER DRAINAGE SYSTEM PROTECTION) OF THE WILDOMAR MUNICIPAL CODE.

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

### **SECTION 1. Recitals.**

- (a) On July 12, 2012, a draft Model Quality Management Plan (Model WQMP) was submitted to the San Diego Regional Water Quality Control Board (San Diego RWQCB) on behalf of the City and other NPDES co-permittees in Riverside County. The Model WQMP was required under section F.1.d of the applicable San Diego RWQCB order governing discharges into municipal separate storm sewer systems.
- (b) On September 16, 2013, the San Diego RWQCB issued a conditional finding of adequacy for the Model WQMP. The conditional finding required certain changes to be made to the Model WQMP and required all of the co-permittees, including the City, to amend their local WQMPs and ordinances to be consistent with the conditionally approved Model WQMP.
- (c) This Ordinance amends the City Code to be consistent with the conditionally approved Model WQMP.

**SECTION 2. CEQA Findings.** The City Council finds that this ordinance is exempt from CEQA under CEQA Guideline 15263, which provides that waste discharge requirements adopted by regional water quality control boards are exempt from CEQA review. As this ordinance is implementing the waste discharge requirements adopted by the San Diego RWQCB, this Ordinance is exempt from CEQA review.

**SECTION 3. Amendment of Chapter 13.12.** Chapter 13.12 (Stormwater Drainage System Protection) is amended as follows:

- (a) Section 13.12.030 (Definitions) is amended as follows:
  - (i) Remove “Director of TMLA” from the list of definitions.
  - (ii) Amend the definition of “Best Management Practice (BMPs)” to replace the phrase “Director of TMLA” with “Director of Public Works.”

- (iii) Add the following definitions:
  - (1) Low Impact Development (LID) – A storm water management and land development strategy that emphasizes conservation and the use of on-site natural features integrated with engineered, small-scale hydrologic controls to more closely reflect pre-development hydrologic functions.
  - (2) Low Impact Development Best Management Practices (LID BMPs) – LID BMPs include schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States through storm water management and land development strategies that emphasize conservation and the use of on-site natural features integrated with engineered, small-scale hydrologic controls to more closely reflect pre-development hydrologic functions. LID BMPs include retention practices that do not allow runoff, such as infiltration, rain water harvesting and reuse, and evapotranspiration. LID BMPs also include flow-through practices such as biofiltration that may have some discharge of storm water following pollutant reduction.
- (b) Section 13.12.040 (Responsibility for administration) is amended to read as follows: “This chapter shall be administered for the City by the Director of Public Works.”
- (c) Paragraph B of Section 13.12.060 (Reduction of pollutants in stormwater) is amended to read as follows:

“B. Construction Sites. Any person performing construction work in the City shall comply with the provisions of this chapter, Chapter 15.12, and Sections 16.12.060(D) and 16.12.070(E). All such sites shall be subject to a regular program of inspection as required by this chapter, California Water Code Sections 13000 et seq. (Porter-Cologne Water Quality Control Act), Title 33 U.S.C. Sections 1251 et seq. (Clean Water Act), any applicable state or federal regulations promulgated thereto, and any related administrative orders or permits issued in connection therewith.”
- (d) Paragraph C of Section 13.12.060 (Reduction of pollutants in stormwater) is amended to read as follows:

“C. New Development and Redevelopment. New development or redevelopment projects shall implement Low Impact Development BMPs to control stormwater runoff so as to

prevent any deterioration of water quality that would impair subsequent or competing uses of the water. LID BMPs shall collectively minimize directly connected impervious areas, limit loss of existing infiltration capacity, and protect areas that provide important water quality benefits necessary to maintain riparian and aquatic biota, and/or are particularly susceptible to erosion and sediment loss. Where Low Impact Development BMPs are shown to be technically infeasible, new development or redevelopment projects shall implement conventional treatment control BMPs and must participate in the LID Waiver program contained in the City's current Standard Storm Water Mitigation Plan. The Director of Public Works shall identify the BMPs that may be implemented to prevent such deterioration, as previously described, and shall identify the manner of implementation. The BMPs may, among other things, require new developments to do the following:

1. Maintain or restore natural storage reservoirs and drainage corridors (including depressions, areas of permeable soils, swales, and ephemeral and intermittent streams) to the extent feasible. Priority Development Projects proposing to dredge or fill materials in waters of the U.S. must obtain a CWA Section 401 Water Quality Certification. Priority Development Projects proposing to dredge or fill waters of the State must obtain Waste Discharge Requirements.

2. Projects with landscaped or other pervious areas must, where feasible, properly design and construct the pervious areas to effectively receive and infiltrate, retain and/or treat runoff from impervious areas, prior to discharge to the MS4. Soil compaction for these areas must be minimized. The amount of the impervious areas that are to drain to pervious areas must be based upon the total size, soil conditions, slope, and other pertinent factors.

3. Projects with low traffic areas and appropriate soil conditions must be constructed with permeable surfaces.”

(e) Paragraph D of Section 13.12.060 (Reduction of pollutants in stormwater) is amended to read as follows:

“D. Existing Development. Existing development shall control stormwater runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The Director of Public Works shall identify the BMPs that may be implemented to prevent such deterioration and shall identify the manner of implementation.”

- (f) Paragraph B of Section 13.12.080 (Nonstormwater discharges) is amended to read as follows:

“B. Discharges from the following activities will not be considered a violation of this chapter when properly managed:

1. Water line flushing and other discharges from potable water sources (requires enrollment under RWQCB Order R9-2002-0020). This exemption does not include fire suppression sprinkler system maintenance and testing discharges.

2. Diverted stream flows

3. Rising groundwaters

4. Uncontaminated pumped groundwater (requires enrollment under RWQCB Order R9-2008-002)

5. Foundation drains (requires enrollment under RWQCB Order R9-2008-002)

6. Water from crawl space pumps (requires enrollment under RWQCB Order R9-2008-002)

6. Air conditioning condensation

7. Springs

8. Individual residential car washing

9. Flows from riparian habitats and wetlands

10. Dechlorinated swimming pool discharges (excluding saline swimming pool discharges).

11. Uncontaminated groundwater infiltration (as defined by 40 CFR 35.2005(20)) to MS4s

12. Emergency flows from firefighting (i.e. flows necessary for the protection of life or property)

13. Discharges from potable water sources not subject to NPDES Permit No. CAG679001, other than water main breaks”

**SECTION 4. 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 5. Effective Date.** This ordinance shall take effect thirty (30) days after its passage by the City Council.

**SECTION 6. Publication.** The City Clerk shall cause this ordinance to be published or posted in accordance with Government Code section 36933.

**PASSED, APPROVED, AND ADOPTED** this 12th day of November, 2014.

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Marsha Swanson, Mayor

**ATTEST:**

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Debbie Lee, City Clerk

**APPROVED AS TO FORM:**

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Thomas D. Jex, City Attorney

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #2.1**  
**PUBLIC HEARING**  
**Meeting Date: November 12, 2014**

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**TO:** Mayor and City Council

**FROM:** Gary Nordquist, City Manager

**PREPARED:** Janet Morales, Administrative Analyst

**SUBJECT:** Allocation of Community Development Block Grant (CDBG) Funds for Fiscal Year 2015-2016 Program Year

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, AUTHORIZING THE ALLOCATION OF COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2015-2016

**DISCUSSION:**

Every year, the City of Wildomar has the opportunity to apply to the Riverside County Economic Development Agency (EDA) to receive an allocation of Federal Community Development Block Grant (CDBG) funds, which are funded by the U.S. Department of Housing and Urban Development (HUD). The overall goal of the grant program is to develop viable urban communities by providing decent housing and a suitable living environment, primarily for low-mod income persons.

In order to qualify for funding, CDBG projects must provide a benefit to low and moderate income persons, prevent or eliminate slums and blight and/or meet other urgent community development needs due to natural disasters or other emergencies. As set forth by the EDA, in order to ensure effective, efficient and appropriate allocation and use of CDBG fund, the County may reject proposed activities less than \$5,000.

It is unknown at this time how much funding the City will receive for Fiscal Year 2015-2016. Based on last year's actual funding level, staff anticipates the amount will be approximately \$135,892 of which a maximum of fourteen percent, or \$19,025 can be allocated by the City Council towards public service projects that meet the CDBG eligible activity criteria.

On September 30, 2014, the City invited local non-profit organizations to apply for CDBG funds for Fiscal Year 2015-2016. On October 9, 2014, the City held a public forum so that interested groups could review the process of submitting an application to be considered for funds. As part of the application, applicants were required to identify and quantify numbers of Wildomar residents who have benefited from the activity in the past and who would be serviced by the activity in the coming year.

As of the filing date of October 23, 2014, the City received 4 outside public service organization applications for a total requested allotment of \$65,000, which are listed below:

1. Assistance League of Temecula Valley requested \$15,000 to purchase school appropriate clothing for disadvantages school children.
2. Habitat for Humanity, Inland Valley requested \$20,000 to provide critical home maintenance and repairs.
3. Helping our People in Elsinore (H.O.P.E.) requested \$20,000 to purchase food supplies and pay pantry operations such as rent, utilities and transportation.
4. Merit Housing, Inc. requested \$10,000 to pay for a portion of the Senior Center Activities Director's salary.

The remaining 86% or \$116,867 of the CDBG grant can be applied towards Code Enforcement, Interim Assistance, and Public Facilities and Improvements. Staff is recommending the following City projects for Fiscal Year 2015-2016:

#### **Code Enforcement Development**

Staff is recommending that \$20,000 be used towards Code Enforcement Development. CDBG funds may be used for code enforcement in deteriorating or deteriorated areas where such enforcement of state and/or local codes, together with services provided, may be expected to arrest the decline of the area. CDBG funds will supplement personnel costs associated with identifying code violations and assisting owners to bring their property into compliance.

#### **Interim Assistance**

Staff is recommending that \$5,000 be applied towards Interim Assistance. Interim assistance covers limited improvements to a deteriorating area where immediate action is needed to arrest the deterioration. CDBG funds will be used to cover the cost of a neighborhood cleanup up event and campaign in the SEDCO area. This will allow residents an opportunity to dispose of their unwanted accumulated trash and debris at no cost to them. This in conjunction with the Code Enforcement Program will aid in bringing properties into compliance and reducing health and safety issues in the community. This clean up will be in addition to the two annual city wide clean ups.

### **Public Facilities and Improvements**

Staff is recommending that \$91,867 be applied towards Public Facilities and Improvements. CDBG funds will be used for pavement and sidewalk repairs and rehabilitation on Wildomar Road and Sedco Blvd. This project meets the CDBG criteria addressing conditions contributing to the deterioration of the area with the goal to achieve walkability on City streets.

A summary of all projects is listed in the following table:

<b>Summary of Project Proposals/ Allocations for Fiscal Year 2015-2016</b>			
<b>Program</b>		<b>Requested Amount</b>	<b>Proposed Allocation Amount</b>
Public Service			
Assistance League of Temecula Valley	to purchase school appropriate clothing for disadvantages school children	\$15,000.00	
Habitat for Humanity, Inland Valley	provide critical home maintenance and repairs	\$20,000.00	
Helping our People in Elsinore (H.O.P.E.)	purchase food supplies and pay pantry operations such as rent, utilities and transportation	\$20,000.00	
Merit Housing, Inc.	pay for a portion of the Senior Center Activities Director's salary	\$10,000.00	
	<b>Subtotal</b>	<b>\$65,000.00</b>	<b>\$19,025.00</b>
Code Enforcement	Abatement	\$20,000.00	\$20,000.00
Interim Assistance	Neighborhood Cleanup	\$5,000.00	\$5,000.00
Public Facilities/Improvements	Pavement/Sidewalk Repair	\$91,867.00	\$91,867.00
	<b>Grand Total</b>	<b>\$181,867.00</b>	<b>\$135,892.00</b>

### **FISCAL IMPACT:**

Approval of this item will result in the expenditure and revenue of \$116,867 in Community Development Block Grant Fund for Fiscal Year 2014-15.

### **ATTACHMENTS:**

- A. Resolution
- B. Summary of Eligible CDBG Proposals Matrix
- C. Low/Mod Income Area per Census 2010
- D. Assistance League of Temecula Valley
- E. Habitat for Humanity
- F. Helping our People in Elsinore (H.O.P.E.)
- G. Merit Housing, Inc.

# Attachment A

RESOLUTION NO. 2014 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, AUTHORIZING THE ALLOCATION OF COMMUNITY DEVELOPMENT  
BLOCK GRANT FUNDS FOR FISCAL YEAR 2015-2016

**WHEREAS**, the City of Wildomar (City) receives an annual allocation of Community Development Block Grant (CDBG) funds from the Riverside County Economic Development Agency; and

**WHEREAS**, the City held a public hearing on November 12, 2014 regarding allocation of the CDBG funds

**WHEREAS**, the City anticipates that it will receive approximately \$135,892 in CDBG funds in the Fiscal Year 2015-2016; and

**WHEREAS**, the City may allocate up to fourteen percent (14%) of the allocation for public service projects that meet the CDBG criteria; and

**WHEREAS**, City Staff reviewed and categorized the CDBG applications submitted by non-profit organizations competing for CDBG funds; and

**WHEREAS**, the City Council has determined that the remainder of the CDBG funding shall be used for Code Enforcement Development, Interim Assistance, and Public Facilities and Improvements to work in the blighted areas of the City; and

**WHEREAS**, the City Council approves the submittal of the City's program to the County of Riverside.

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

1. That up to 14% of the CDBG funds not to exceed \$19,025 shall be allocated to the organizations for public services projects in accordance with the schedule attached as Exhibit "B" to this Resolution.
2. That, in the event the total CDBG allocation is more or less than the anticipated \$135,892 and the above allocations collectively exceed or fall short of 14% of the total awarded, the City Manager is authorized and directed to increase or reduce the individual allocations on a pro-rated basis, in accordance with the final allocation received by the City.
3. That, \$20,000 of CDBG Funds are allocated for Code Enforcement Development.
4. That \$5,000 of CDBG Funds are allocated for Interim Assistance.

5. That \$91,867 of CDBG Funds are allocated for Public Facilities and Improvements.
6. That, in the event the total City of Wildomar CDBG allocation is more or less than the anticipated \$116,867 and the above project allocations collectively exceed or fall short of the total awarded, the City Manager is authorized and directed to increase or reduce the individual project allocations on a pro-rated basis, in accordance with the final allocation received by the City.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to submit required applications for funding for the approved projects to the Riverside County Economic Development Agency for further review.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute documents, including supplemental agreements, with Riverside County necessary to carry out the intent of these resolutions.

**PASSED, APPROVED, AND ADOPTED** this 12th day of November, 2014.

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Marsha Swanson  
Mayor

APPROVED AS TO FORM:

ATTEST:

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Thomas D. Jex  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

# Attachment B

**City of Wildomar**  
**Summary of Eligible CDBG Proposals**  
**FY 2015/2016**

Organization and Project Name Founded Date  (Alphabetized)	2014/15 Proposed use of Wildomar CDBG Funds	Application Complete Y/N	Past Recipient & FY & Total Amount	2015/16 Projected Wildomar CDBG Client Activity (Unduplicated)	2015/16 Total Project Budget	Wildomar CDBG Amount Requested	Priority 1-4 (for Council Use)
<b>**Assistance League of Temecula Valley (ALTV)</b>	Funds will be used to purchase new clothing for disadvantaged school children.	Yes	FY 14/15 \$4,535	120 school children	\$344,744	\$15,000	
<b>**Habitat for Humanity Inland Valley</b>	Funds will be used to provide critical home maintenance and repairs (salaries, rent, supplies, volunteer supplies and travel expenses).	Yes	FY 14/15 \$2,835	25 Individuals	\$104,550	\$20,000	
<b>**Helping Our People in Elsinore, Inc. (H.O.P.E.)</b>	Funds will be used to purchase food supplies and pay operations such as rent, utilities and transportation.	Yes	FY 14/15 \$8,820	240 Individuals	\$178,000	\$20,000	
<b>**Merit Housing Inc.</b>	Funds will be used for the partial salary of the Senior Center Activities Director.	Yes	FY 14/15 \$2,835	100 Individuals	\$123,355	\$10,000	

\*Organizations seeking 100% funding from the City of Wildomar are subject to a \$5,000 minimum approval of funds

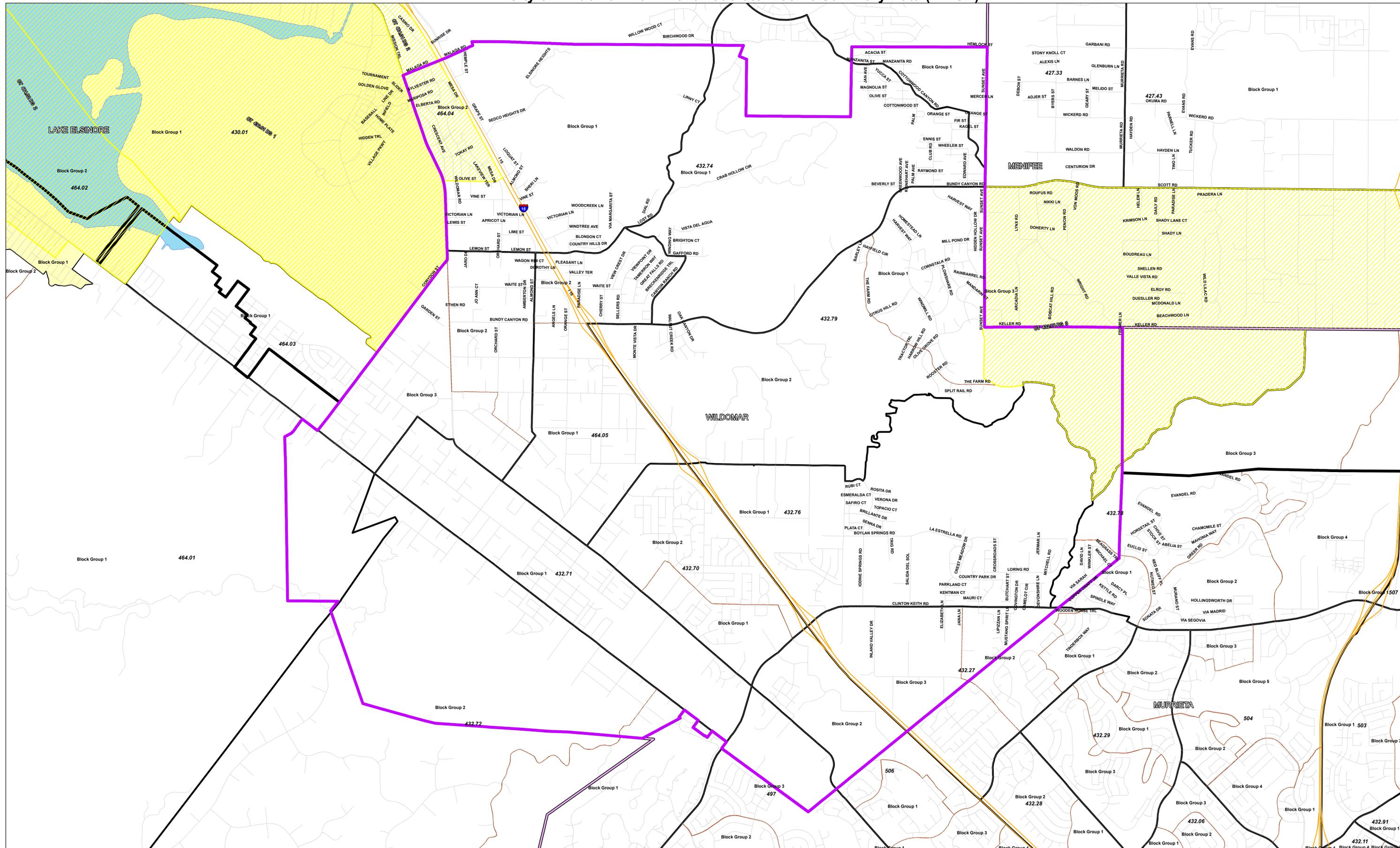
\*\*Organizations seeking funding from multiple cities (County Projects) are not subject to a minimum approval of funds

\*\*\*City Council may choose to use 100% of CDBG funds for City projects or may allocate a maximum of 14% to outside organization projects

Amount available for projects:           \*\*\*Up to                 \$19,025.00            
Total Amount of Requested Funds   \$65,000

# Attachment C

# City of Wildomar: 2014 Low/Moderate Income Summary Data (LMISD)



Disclaimer: Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content, the accuracy or engineering standards. The County of Riverside makes no warranty or guarantee as to the content, the accuracy or engineering standards. The County of Riverside makes no warranty or guarantee as to the content, the accuracy or engineering standards. The County of Riverside makes no warranty or guarantee as to the content, the accuracy or engineering standards. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



## Legend

- 
 City of Wildomar
- 
 Low-Mod 2010 Block Groups
- 
 Census Tract
- 
 Supervisor District
- 
 Adjacent City Boundary
- 
 Low-Mod 2010 Census Tract
- 
 Census Block Group
- 
 Water Bodies
- 
 Highways
- 
 Roads

# Attachment D

Assistance League of Temecula Valley

# Attachment A

City of Wildomar  
COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM YEAR 2015-2016  
Application

## GENERAL INFORMATION:

Applying Entity or Agency: Assistance League of Temecula Valley (ALTV)  
Site Location Address: 28720 Via Montezuma  
City, State, Zip Code: Temecula, California, 92590  
Telephone Number: 951-694-8018 Fax: 951-694-8298  
Executive Director Name: Ms. Sue Sampson  
Title: President  
Email: suedsampson@yahoo.com

What is your organization's mission and vision (Limited to the space below):

"Assistance League of Temecula Valley, a chapter of National Assistance League, is a nonprofit,  
volunteer philanthropic organization dedicated to serving the needs of families in Southwest  
Riverside County." ALTV's vision is "To be a regionally recognized organization empowering  
volunteers to provide leadership, stewardship and resources to meet the changing needs of the  
Temecula Valley area."

How is your program different from other organizations providing the same type of services to Wildomar residents (Limited to the space below):

ALTV's Operation School Bell (OSB) program is unique within  
Southwest Riverside County. The program provides new clothing to  
disadvantaged school children in 4 regional school districts. The  
programs meets a basic human services need and removes one  
recognized barrier to school attendance and educational attainment.



**B. OUTCOMES AND QUANTIFIABLE PERFORMANCE MEASURES SPECIFIC TO WILDOMAR:**

**NOTE:** If your project receives requested funds, the following questions are based on the expected number of **Wildomar** clients to be served.

1. Number of **Wildomar** clients or units of service to be provided using CDBG funds during the term of the 2015-2016 grant: 120
2. Length of CDBG-funded activities or service to **Wildomar clients** (weeks, months, year):  
1 year
3. Unduplicated number of **Wildomar** clients/persons projected to serve (e.g., 25 clients, 50 seniors): 120 schoolchildren
4. Units of service (Example: 25 clients x 10 visits = 250 units of service): 120
5. Service will be provided to **Wildomar** (check one or more):  
 Men                       Women                       Children – Age Range 5-17  
 Men/Women               Men/Women/Children               Families               Seniors  
 Severely Disabled Adults               Migrant Farm Workers               Homeless
6. Number of beds of facility: n/a
7. Anticipated number of “new” beds: n/a
8. Length of stay (if residential facility): n/a
9. If you received CDBG funds in FY 2013-2014, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2013 through June 30, 2014: 121
10. If you received CDBG funds in FY 2014-2015, please quantify the increase in service that you will be providing in 2015-2016 Program Year, and explain why there is a new demand or an unmet need in the community for this service:  
Service levels are largely the same in Wildomar and throughout the ALTV/OSB service area school districts from 2014-2015 to 2015-2016. ALTV knows that, because of program financial limitations, it serves only 14% of the children (ages 5-17) residing in poverty-stricken households in the region and that alone documents a continuing need.
11. If you did not receive CDBG funds in FY 2013-2014, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2013 through June 30, 2014: n/a
12. Wildomar CDBG Funds Requested (total requested Wildomar CDBG amount for this project only): \$15,000.00



13. Provide a detailed description of the proposed use of the CDBG funds only (e.g. client scholarships, purchase of specific piece of equipment, rent, supplies, utilities, salaries, etc.):

Proposed Use of CDBG Funds Only	Amount
School-appropriate clothing/shoe; 120 disadvantaged schoolchildren	\$15,000.00
<b>Total</b>	<b>\$15,000.00</b>

14. Other leveraging funding:

Leveraging Source of Funds	Amount
ALTV Thrift Store Sales	\$100,000.00
2100 volunteer hours valued @ \$5/hr	10,500.00
**** Refer to ATTACHMENT 8 supplied with this application for a complete list of PAST & anticipated future funding	
<b>Total</b>	<b>\$110,500.00</b>



# Attachment E

## Habitat for Humanity Inland Valley

# Attachment A

City of Wildomar  
COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM YEAR 2015-2016  
Application



RECEIVED

OCT 16 2014

CITY OF WILDOMAR  
CITY MANAGER'S OFFICE

## GENERAL INFORMATION:

Applying Entity or Agency: Habitat for Humanity, Inland Valley  
Site Location Address: 27475 Ynez Road #390  
City, State, Zip Code: Temecula, CA 92591  
Telephone Number: 951-296-3362 Fax: 951-296-3363  
Executive Director Name: Tammy Marine  
Title: Executive Director  
Email: tammy@habitat4inlandvalley.org

## What is your organization's mission and vision (Limited to the space below):

Habitat for Humanity Inland Valley is an affiliate of Habitat for Humanity International. Habitat for Humanity works in partnership with God and people everywhere, from all walks of life, to develop communities with people in need by building and renovating houses so that there are decent communities in which every person can experience God's love and can live and grow into all that God intends.

The mission of Habitat for Humanity Inland Valley, in partnership with God, is to facilitate the dream of homeownership as well as improve living conditions for those in the community. Habitat gives a "hand-up, not a hand-out!"

## How is your program different from other organizations providing the same type of services to Wildomar residents (Limited to the space below):

While cities or agencies sometimes make redevelopment funds available to private residences, those offers typically do not come with the physical assistance of labor. Our program combines both assistance of discounted or free physical supplies and volunteer or discounted labor. Our program is the only one that brings experts and area residents together to work on a single neighborhood or home as a cooperative team, thus transferring skills and experience to the people continuing to reside in each area providing a mentor-like training experience.



**B. OUTCOMES AND QUANTIFIABLE PERFORMANCE MEASURES SPECIFIC TO WILDOMAR:**

**NOTE:** If your project receives requested funds, the following questions are based on the expected number of **Wildomar** clients to be served.

1. Number of **Wildomar** clients or units of service to be provided using CDBG funds during the term of the 2015-2016 grant: 100
2. Length of CDBG-funded activities or service to **Wildomar** clients (weeks, months, year):  
52 weeks
3. Unduplicated number of **Wildomar** clients/persons projected to serve (e.g., 25 clients, 50 seniors): 25 families
4. Units of service (Example: 25 clients x 10 visits = 250 units of service): 100
5. Service will be provided to **Wildomar** (check one or more):

- Men                       Women                       Children – Age Range 0-18  
 Men/Women               Men/Women/Children       Families       Seniors  
 Severely Disabled Adults       Migrant Farm Workers       Homeless

6. Number of beds of facility: 0
7. Anticipated number of "new" beds: 0
8. Length of stay (if residential facility): 0
9. If you received CDBG funds in FY 2013-2014, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2013 through June 30, 2014: n/a
10. If you received CDBG funds in FY 2014-2015, please quantify the increase in service that you will be providing in 2015-2016 Program Year, and explain why there is a new demand or an unmet need in the community for this service:  
Struggling families continue to persist in our communities, and keeping up on home repairs and maintenance are an ever-difficult task. With so many expenses, lagging incomes and other pressing priorities, low-to-moderate income families cannot keep up on these repairs and maintenance.  
Our program continues to ensure that families have access to home repairs and maintenance to keep their homes affordable and maintained.
11. If you did not receive CDBG funds in FY 2013-2014, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2013 through June 30, 2014: 0
12. Wildomar CDBG Funds Requested (total requested Wildomar CDBG amount for this project only): \$ 20,000



13. Provide a detailed description of the proposed use of the CDBG funds only (e.g. client scholarships, purchase of specific piece of equipment, rent, supplies, utilities, salaries, etc.):

Proposed Use of CDBG Funds Only	Amount
Salaries, fringe benefits and consultants	\$71,450
Space costs and equipment	\$4,300
Consumable Construction Supplies	\$13,200
Travel, telephone, other	\$7,100
Volunteer Expenses	\$8,500
<b>Total</b>	<b>\$104,550</b>

14. Other leveraging funding:

Leveraging Source of Funds	Amount
CDBG Funds	\$11,965
Home Depot Foundation	\$15,000
United Way Inland Valleys	\$15,000
Thrivent	\$2,500
Volunteer hours 3,317 @ \$5 = \$16,585 (hours based upon 2013 volunteer hours worked)	\$16,585
<b>Total</b>	<b>\$61,050</b>



# Attachment F

Helping Our People in Elsinore  
(H.O.P.E.)

RECEIVED

OCT 08 2014

# Attachment A

City of Wildomar  
COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM YEAR 2015-2016  
Application

CITY OF WILDOMAR  
CITY MANAGER'S OFFICE

**GENERAL INFORMATION:**

Applying Entity or Agency: Helping our People in Elsinore, Inc. (H.O.P.E.)  
Site Location Address: 29885 2nd Street, Suite R  
City, State, Zip Code: Lake Elsinore, CA 92532  
Telephone Number: 951-245-7510 Fax: 951-245-7405  
Executive Director Name: Ron Hewison  
Title: Chairman & CEO  
Email: hopeinelsinore@aol.com

What is your organization's mission and vision (Limited to the space below):

Our mission is to assist the most vulnerable in our community with the basic needs of food and clothing throughout the Lake Elsinore Valley, not only those who are in long-term need (such as seniors, low-income families and the disabled), but also individuals and families that are experiencing a temporary challenge in obtaining the basic needs in life.

Our vision is to work proactively to prevent homelessness rather than to wait until they become homeless.

How is your program different from other organizations providing the same type of services to Wildomar residents (Limited to the space below):

There are no other similar organizations serving residents within the City of Wildomar in need of food and basic assistance. HOPE is the only local food pantry serving the residents of Wildomar.



**B. OUTCOMES AND QUANTIFIABLE PERFORMANCE MEASURES SPECIFIC TO WILDOMAR:**

**NOTE:** If your project receives requested funds, the following questions are based on the expected number of **Wildomar** clients to be served.

1. Number of **Wildomar** clients or units of service to be provided using CDBG funds during the term of the 2015-2016 grant: 7,200
2. Length of CDBG-funded activities or service to **Wildomar clients** (weeks, months, year):  
52 weeks
3. Unduplicated number of **Wildomar** clients/persons projected to serve (e.g., 25 clients, 50 seniors): 240
4. Units of service (Example: 25 clients x 10 visits = 250 units of service): 127,296
5. Service will be provided to **Wildomar** (check one or more):

- Men                       Women                       Children – Age Range 0-18  
 Men/Women               Men/Women/Children       Families       Seniors  
 Severely Disabled Adults       Migrant Farm Workers       Homeless

6. Number of beds of facility: 0
7. Anticipated number of "new" beds: 0
8. Length of stay (if residential facility): 0
9. If you received CDBG funds in FY 2013-2014, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2013 through June 30, 2014: 450
10. If you received CDBG funds in FY 2014-2015, please quantify the increase in service that you will be providing in 2015-2016 Program Year, and explain why there is a new demand or an unmet need in the community for this service:  
Individuals and families in need of assistance are only increasing, not decreasing. 100% of our clientele are low-income, with the majority only making 30% of the AMI, as defined by HUD. We must continue to serve the hungry within the community until there is no longer a need.
11. If you did not receive CDBG funds in FY 2013-2014, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2013 through June 30, 2014: n/a
12. Wildomar CDBG Funds Requested (total requested Wildomar CDBG amount for this project only): \$ 20,000



13. Provide a detailed description of the proposed use of the CDBG funds only (e.g. client scholarships, purchase of specific piece of equipment, rent, supplies, utilities, salaries, etc.):

Proposed Use of CDBG Funds Only	Amount
To purchase food supplies and pay pantry operations such as rent, utilities and transportation	\$20,000
<b>Total</b>	<b>\$20,000</b>

14. Other leveraging funding:

Leveraging Source of Funds	Amount
Riverside County Emergency Food & Shelter Program	\$38,333
CDBG Funds - County of Riverside	\$29,597
CDBG Funds - Cities of Wildomar, Lake Elsinore & Canyon Lake	\$39,785
29,640 volunteer hours @ \$5/hr	\$148,200
<b>Total</b>	<b>\$255,915</b>



# Attachment G

Merit Housing, Inc.

# Attachment A

City of Wildomar  
COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM YEAR 2015-2016  
Application

**GENERAL INFORMATION:**

Applying Entity or Agency: Merit Housing, Incorporated  
Site Location Address: 32325 South Pasadena Avenue  
City, State, Zip Code: Wildomar, CA 92595  
Telephone Number: 951-678-1555 Fax: 951-678-1249  
Executive Director Name: Eunice Bobert  
Title: Chief Executive Officer  
Email: ohdcorp@aol.com

What is your organization's mission and vision (Limited to the space below):

To provide decent, safe and affordable housing in California for persons and families of  
low and moderate income who otherwise would not be able to find or afford a suitable  
place to live. To promote social welfare and provide as appropriate general services  
to tenants in the housing projects we own.

How is your program different from other organizations providing the same type of services to Wildomar residents (Limited to the space below):

Our program provides a senior center for the community and provides activities and  
senior fitness classes. In addition our project is unique as it provides seniors the  
opportunity to age in place with our 175 independent living units surrounding a 108  
bed assisted living facility.



**B. OUTCOMES AND QUANTIFIABLE PERFORMANCE MEASURES SPECIFIC TO WILDOMAR:**

**NOTE:** If your project receives requested funds, the following questions are based on the expected number of **Wildomar** clients to be served.

1. Number of **Wildomar** clients or units of service to be provided using CDBG funds during the term of the 2015-2016 grant: 520
2. Length of CDBG-funded activities or service to **Wildomar clients** (weeks, months, year):  
12 Months
3. Unduplicated number of **Wildomar** clients/persons projected to serve (e.g., 25 clients, 50 seniors): 100
4. Units of service (Example: 25 clients x 10 visits = 250 units of service): 520 units of service
5. Service will be provided to **Wildomar** (check one or more):  
 Men                       Women                       Children – Age Range \_\_\_\_\_  
 Men/Women               Men/Women/Children               Families               Seniors  
 Severely Disabled Adults               Migrant Farm Workers               Homeless
6. Number of beds of facility: 108 assisted, 175 independent
7. Anticipated number of "new" beds: 0
8. Length of stay (if residential facility): varies from 1-5 years
9. If you received CDBG funds in FY 2013-2014, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2013 through June 30, 2014: 104
10. If you received CDBG funds in FY 2014-2015, please quantify the increase in service that you will be providing in 2015-2016 Program Year, and explain why there is a new demand or an unmet need in the community for this service:  
We hope to increase our program participation by 10% this year. The need for senior activities for assisted living and independent seniors will always be present as long as we have low-income seniors in Wildomar. These activities are needed to keep seniors mobile and as fit as possible, thus contributing to their quality of life.
11. If you did not receive CDBG funds in FY 2013-2014, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2013 through June 30, 2014:
12. Wildomar CDBG Funds Requested (total requested Wildomar CDBG amount for this project only): \$ 10,000.00



13. Provide a detailed description of the proposed use of the CDBG funds only (e.g. client scholarships, purchase of specific piece of equipment, rent, supplies, utilities, salaries, etc.):

Proposed Use of CDBG Funds Only		Amount
Senior Center Activities Director - Part of Salary		10,000.00
	<b>Total</b>	10,000.00

14. Other leveraging funding:

Leveraging Source of Funds		Amount
Private - Wildomar Senior Leisure Community Activities Budget		6,000.00
	<b>Total</b>	6,000.00



**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #2.2**  
**PUBLIC HEARING**  
**Meeting Date: November 12, 2014**

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**TO:** Mayor and City Council Members

**FROM:** Matthew C. Bassi, Planning Director

**SUBJECT:** Tentative Parcel Map No. 32257 & CUP No. 3403 – Minor Change and Amended Phasing Agreement (Canyon Plaza) - Planning Application No. 08-0179

**STAFF REPORT**

**RECOMMENDATION**

Staff recommends that the City Council open the public hearing, take public testimony and continue the hearing to the December 10, 2014 Council meeting.

**DISCUSSION**

The City Council reviewed the report at its October 8, 2014, meeting in accordance with Section 16.12.160 of the Zoning Ordinance. As a result of the discussion, the Council voted (5-0) to bring the full project to a public hearing before the Council at its November 12, 2014 meeting.

At this time, the Applicant is requesting the project be continued to the December 10, 2014 Council meeting (See Attachment A). The Applicant has indicated that they would like more time to fully review and address the two public comment letters received on this project from the October 1, 2014 Planning Commission meeting (Attachment B).

**ATTACHMENTS**

- A. Applicant's Continuance Letter
- B. Public Comment Letters

# **ATTACHMENT A**

**Applicant Continuance Letter**



CITY OF WILDOMAR CITY COUNCIL  
23873 Clinton Keith Road  
Wildomar, CA 92595

In re Bundy 1-15 LP Tentative Tract Map 32557/cup 3403  
PA 08-0179 | APN 367-100-019 & 367-100-020  
Public Hearing Date: November 12, 2014

Dear Gentilepersons:

After careful consideration, we are hereby requesting time to properly address comments received from Mr. Ray Johnson and Mr. George Taylor respectively. Accordingly, we humbly ask to be removed from the November 12, 2014 hearing, and to have our matter continued or moved to the December 10, 2014 hearing date.

This time will be used to author a detailed response to both "comments" and is vital to our ability to interpret how our project can better respond to Mr. Johnson & Mr. Taylor.

Please confirm via reply that our item has indeed been removed and continued accordingly.

Thanking you in advance for your time and consideration I remain,  
Very Truly Yours.

Respectfully yours,

A handwritten signature in blue ink that reads "Hagop Kofdarali".



Jack - Hagop Kofdarali  
President  
Post Office Box 1958  
Corona, CA 92878  
Office No. (951) 280-3833  
fax ~ (951) 280-3832  
e ~ [jack@intmgmt.com](mailto:jack@intmgmt.com)



Post Office Box 1958 ~ Corona California 92878 | Ofc 951 280-3833 | Fax 951 280-3832 |

10/21/2014

# **ATTACHMENT B**

**Public Comment Letters**

## Matthew Bassi

---

**From:** GEORGE TAYLOR <gwrmt@msn.com>  
**Sent:** Thursday, October 02, 2014 12:23 AM  
**To:** Debbie Lee; Matthew Bassi; Dan York; George Taylor  
**Subject:** Question item 2.2 Canyon Plaza agenda item.

Debbie

Would you please make this e-mail a part of the official minutes or record for the 1 October 2014, Wildomar Planning Commission Meeting. for resolution 14-16.

Please be advised that I attended the October 1, 2014 Planning commission meeting this evening. When this item came up, I put in a request to speak. While most of the concern was with regard to storm drain issues, the second resolution (14-16) involved an applicant attempting to obtain approval for A C.U.P. to construct a fast food structure at the south east parcel corner of the I-15 Freeway and Bundy Canyon Road in a previously approved plot plan.

I had asked several questions regarding ingress and egress to this fast food establishment during the open hearing but was unable to get an answer on the record from the applicant.

As a result, I am requesting formerly, via this e-mail, that my concerns are made a part of the record regarding Resolution # 14-16 with respect to both pedestrian and vehicle flow both into and out of this facility. It is my concern for the fact that this business will attract many high-school children as does the existing jack in the box business does, at the northwest corner of the freeway and Bundy Canyon Rd. However, the jack in the box is before the children reach the freeway and do not need to cross either the off and on ramps before they reach their destination.

With respect to the proposed C.U.P. for this new parcel, groups of children heading south to both of the housing tracts that straddle Bundy canyon need to cross both the southbound "on ramp" and the north bound "off ramp" of the I-15 Freeway.

While I am not in favor of more fast food businesses in our city, I am not opposed to putting it there, but am concerned with how walk-in patrons will access it, given the vehicle traffic that keeps increasing in numbers coming off the freeway. As an example, in the morning at the stop sign at Almond and Bundy, there are hords of kids crossing the street to go to school while traffic backs up to let these children cross, it is constant grid lock because they don't wait before crossing, they just keep coming, forcing cars to sit there for abnormally longer periods of time.

Now consider the short north-bound off ramp from the I-15, there is a signal, but if there are pedestrians in numbers in the cross walk, the vehicle has to remain stationary but the traffic signal timer keep on moving and back up occurs.

The other concern that I wanted to know about while the applicant was in the room, was, How, in what way, were vehicles using the drive-up going to enter and leave the business given the amount of vehicles that I see going in and out of the Shell gas station.

Please consider the gas station traffic in and out and a parade or caravan of vehicles also going in and out of the fast food business after being in a lined up caravan waiting to place an order or after getting the food.

In my opinion, the traffic congestion will be detrimental for both businesses, and a possible hazard to pedestrians if having to enter via the gas station.

It is my sincere wish that some thought has gone into the traffic flow pattern prior to bringing the project to the planning commission who were more concerned with the storm drain than with public safety of the patrons both at the gas station and at the fast food business.

I understand that both issues are important, but here should have been an equal exchange between the applicant and the commission because of resolution 14-16.

Please respond with what the conditions of approval were regarding the C.U.P. that were required for this business, or lead me to where I could look at them to satisfy these concerns for public safety.

I sincerely can not believe that access, pedestrian wise, would require people to enter via the gas station entrance on foot, but only because I was not made aware of how these concerns would be mitigated via a proper presentation by the applicant and questioning by the commission and the public, at the meeting.

Respectfully Submitted,

George W. Taylor  
Concerned Wildomar Citizen at the Farm.

Johnson Sedlack

ATTORNEYS AT LAW

Raymond W. Johnson, Esq. AICP  
Carl T. Sedlack, Esq. Retired  
Abigail A. Smith, Esq.  
Kimberly Foy, Esq.  
Kendall Holbrook, Esq.

26785 Camino Seco, Temecula, CA 92590

E-mail: EsqAICP@gmail.com

Abby.JSLaw@gmail.com  
Kim.JSLaw@gmail.com  
Kendall.JSLaw@gmail.com  
Telephone: 951-506-9925  
Facsimile: 951-506-9725

RECEIVED

OCT 01 2014

CITY OF WILDOMAR

October 1, 2014

Planning Commission  
City of Wildomar  
23873 Clinton Keith Road Suite #111  
Wildomar, CA 92595  
c/o Debbie Lee  
City Clerk  
dlee@cityofwildomar.org

**VIA Hand Delivery**

**RE: Canyon Plaza Retail Center (CUP 3403/PM32257 – PA 08-0179) Addendum, Minor Changes, and Phasing Agreement Amendment, Agenda Item 2.2**

Greetings:

I submit these comments on behalf of Alliance for Intelligent Planning and concerned area residents concerning the Addendum to the Mitigation Negative Declaration (MND)/Mitigation Monitoring & Reporting Program (MMRP), the alleged “minor change” to Tentative Parcel Map No. 32257, and amendment to the Phasing Agreement or the Canyon Plaza Retail Center (the “Project”).

The Project is located at the southeast corner of the I-15 Freeway and Bundy Canyon Road and consists of six commercial parcels and a seventh parcel for a right-of-way. The Project was originally approved on July 15, 2009. Since that time, the City of Wildomar (“City”) approved a Phasing Agreement for the development of Parcel Map 32257, and the gasoline service station/mini-mart/retail space/car wash was constructed and is occupied.

The Applicant now proposes to modify Tentative Parcel Map No. 32257 with the so-called “minor change” of relocating the 48” storm drain and adding new conditions of approval to the map related to the relocated storm drain. However, these “minor changes” will significantly increase the severity of previously identified mitigated effects to hydrology and water quality. (Title 14 Cal. Code Regs. § 15162-15164.) Thus, subsequent environmental review is necessary.

The Sedco MDP Line F lies north of the Project site and flows into a roadside ditch on the north side of Bundy Canyon Road with a 24” CMP inlet to carry water across the street and discharge onto the Project site. (Drainage Study.) The runoff exceeds the capacity of this ditch and the storm water from the Sedco MDP Line F flows onto the Project site and eventually drains into a

72" CMP which outflows onto vacant land south of the Project site. (Drainage Study.) The Project was designed and approved to widen Bundy Canyon Road and remove the existing retention basin and 48" CMP stub north of Bundy Canyon Road. (Drainage Study.) The Original Project required a new 48" RCP to connect to the existing 48" RCP and run southwesterly through the Project site and discharge offsite in to the existing 72" CMP. (Drainage Study.)

The MND found that the Project would have significant impacts to hydrology and water quality, but such impacts would be less than significant with mitigation incorporated. (MND pp. 27-29.) Specifically the MND states that the Project would not violate any water quality standards or waste discharge requirements and would not create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff with mitigation incorporated into the Project. (MND p. 27.) However, the change to the location of the 48" RCP will significantly increase the severity of these impacts.

The proposed changes to the Project will relocate the 48" RCP that was designed to connect the existing 48" RCP north of the Project to the 72" CMP southwest of the Project site. The proposed changes will move the 48" RCP north of the project site and will alter the existing drainage pattern of the site which flows from the north toward the southwest. (See MND p. 27.) Relocating the 48" RCP to run north along Bundy Canyon Road will alter the drainage to flow from the east to the west along Bundy Canyon Road into an existing culvert at the I-15 freeway. This existing 60" culvert extends westerly along Bundy Canyon Rd. and then discharges into a vacant lot at the southwest corner of Bundy canyon and Orange Street where it then discharges and sheet flows westerly to the High School. (It should be noted that all this drainage then is required to flow into a single 18" CMP under the high school.) The severity of the significant impacts to hydrology and water quality will be significantly increased by the change in location of the 48" storm drain. **The result of this change will be to add additional flow to the 60"RCP that discharges just east of the High School then sheet flow west to the High School and will increase severe flooding that already occurs at the High School. (See attached pictures)** If the drainage is required to connect to the existing 72" CMP to the south of the project, **as required in the original plans and evaluated in the original Initial Study and Hydrology Study**, it will then discharge into a creek with a defined channel well to the south of the High School and will not cause any flooding of the High School. This is a substantial change in the project compared to the project that was evaluated in the original Initial Study. **This change has and will result in substantial flooding of the High School.** (These comments are based upon my professional experience as a planner and hydrology studies completed for litigation of another project on Bundy Canyon Rd. just west of Orange Street.)

The approval of an Addendum to the MND/MMRP is improper, and subsequent environmental review is necessary to adequately consider the extent of the environmental impacts due to the change of the location of the storm drain and increased effects to flooding, hydrology and water quality as well as changes to the conditions requiring a traffic signal prior to the first occupancy.

The changes also revise, without stating it, the condition of approval requiring the installation of a traffic signal on Bundy Canyon Rd prior to occupancy of any portion of the project. The new

condition does not require that it be constructed prior to occupancy of the first building any longer.

Additionally, the Mitigation Monitoring and Reporting Program in Exhibit 1 the Addendum to MND for TPM No. 32257 & CUP 3403 of Attachment A references a different project. The Introduction paragraph of the MMRP states, "This document is the Mitigation Monitoring and Reporting Program (MMRP) for the 2013-2021 Housing Element update." This error should be corrected and should clarify that it is the MMRP for the Project.

Given that the change to Tentative Parcel Map No. 32257 and changes in circumstances create potential significant environmental impacts, the Addendum to the MND/MMRP and minor changes to Tentative Parcel Map No. 32257 should not be approved. Subsequent or supplemental environmental review is necessary to evaluate the increased significant impacts to flooding, hydrology and water quality based on these changes as well as changes to the conditions related to the installation of the traffic signal on Bundy Canyon Rd. **It seems to be a little late to be making these changes since the first building is already built and occupied.**

Thank you for your consideration of these comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Raymond W. Johnson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Raymond W. Johnson Esq. AICP LEED GA

Attachments:

Resume RWJ

Flood Photos

Site Plan 12/15/2008

Blowup of Drainage Connection

**RAYMOND W. JOHNSON, Esq., AICP LEED GA**  
**26785 Camino Seco**  
**Temecula, CA 92590**  
**(951) 506-9925**  
**(951) 506-9725 Fax**  
**(951) 775-1912 Cellular**

**Johnson & Sedlack**, an Environmental Law firm representing plaintiff environmental groups in environmental law litigation, primarily CEQA.

### **City Planning:**

#### Current Planning

- Two years principal planner, Lenexa, Kansas (consulting)
- Two and one half years principal planner, Lee's Summit, Missouri
- One year North Desert Regional Team, San Bernardino County
- Thirty years subdivision design: residential, commercial and industrial
- Thirty years as applicants representative in various jurisdictions in: Missouri, Texas, Florida, Georgia, Illinois, Wisconsin, Kansas and California
- Twelve years as applicants representative in the telecommunications field

#### General Plan

- Developed a policy oriented Comprehensive Plan for the City of Lenexa, Kansas.
- Updated Comprehensive Plan for the City of Lee's Summit, Missouri.
- Created innovative zoning ordinance for Lenexa, Kansas.
- Developed Draft Hillside Development Standards, San Bernardino County, CA.
- Developed Draft Grading Standards, San Bernardino County.
- Developed Draft Fiscal Impact Analysis, San Bernardino County

#### Environmental Analysis

- Two years, Environmental Team, San Bernardino County
  - Review and supervision of preparation of EIR's and joint EIR/EIS's
  - Preparation of Negative Declarations
  - Environmental review of proposed projects
- Eighteen years as an environmental consultant reviewing environmental documentation for plaintiffs in CEQA and NEPA litigation

**Representation:**

- Represented various clients in litigation primarily in the fields of Environmental and Election law. Clients include:
  - Sierra Club
  - San Bernardino Valley Audubon Society
  - Sea & Sage Audubon Society
  - San Bernardino County Audubon Society
  - Center for Community Action and Environmental Justice
  - Endangered Habitats League
  - Rural Canyons Conservation Fund
  - California Native Plant Society
  - California Oak Foundation
  - Citizens for Responsible Growth in San Marcos
  - Union for a River Greenbelt Environment
  - Citizens to Enforce CEQA
  - Friends of Riverside's Hills
  - De Luz 2000
  - Save Walker Basin
  - Elsinore Murrieta Anza Resource Conservation District

**Education:**

- B. A. Economics and Political Science, Kansas State University 1970
- Masters of Community and Regional Planning, Kansas State University, 1974
- Additional graduate studies in Economics at the University of Missouri at Kansas City
- J.D. University of La Verne. 1997 Member, Law Review, Deans List, Class Valedictorian, Member Law Review, Published, Journal of Juvenile Law

**Professional Associations:**

- Member, American Planning Association
- Member, American Institute of Certified Planners
- Member, Association of Environmental Professionals
- Member, U.S. Green Building Council, LEED GA

**Johnson & Sedlack, Attorneys at Law**

26785 Camino Seco  
Temecula, CA 92590  
(951) 506-9925

12/97- Present

Principal in the environmental law firm of Johnson & Sedlack. Primary areas of practice are environmental and election law. Have provided representation to the Sierra Club, Audubon Society, AT&T Wireless, Endangered Habitats League, Center for Community Action and Environmental Justice, California Native Plant Society and numerous local environmental groups. Primary practice is writ of mandate under the California Environmental Quality Act.

**Planning-Environmental Solutions**

26785 Camino Seco  
Temecula, CA 92590  
(909) 506-9825

8/94- Present

Served as applicant's representative for planning issues to the telecommunications industry. Secured government entitlements for cell sites. Provided applicant's representative services to private developers of residential projects. Provided design services for private residential development projects. Provided project management of all technical consultants on private developments including traffic, geotechnical, survey, engineering, environmental, hydrogeological, hydrologic, landscape architectural, golf course design and fire consultants.

**San Bernardino County Planning Department**

Environmental Team  
385 N. Arrowhead  
San Bernardino, CA 92415  
(909) 387-4099

6/91-8/94

Responsible for coordination of production of EIR's and joint EIR/EIS's for numerous projects in the county. Prepared environmental documents for numerous projects within the county. Prepared environmental determinations and environmental review for projects within the county.

**San Bernardino County Planning Department**

General Plan Team  
385 N. Arrowhead  
San Bernardino, CA 92415  
(909) 387-4099

6/91-6/92

Created draft grading ordinance, hillside development standards, water efficient landscaping ordinance, multi-family development standards, revised planned development section and fiscal impact analysis. Completed land use plans and general plan amendment for approximately 250 square miles. Prepared proposal for specific plan for the Oak Hills community.

**San Bernardino County Planning Department**

North Desert Regional Planning Team  
15505 Civic  
Victorville, CA  
(619) 243-8245

6/90-6/91

Worked on regional team. Reviewed general plan amendments, tentative tracts, parcel maps and conditional use permits. Prepared CEQA documents for projects.

**Broadmoor Associates/Johnson Consulting**

229 NW Blue Parkway  
Lee's Summit, MO 64063  
(816) 525-6640

2/86-6/90

Sold and leased commercial and industrial properties. Designed and developed an executive office park and an industrial park in Lee's Summit, Mo. Designed two additional industrial parks and residential subdivisions. Prepared study to determine target industries for the industrial parks. Prepared applications for tax increment financing district and grants under Economic Development Action Grant program. Prepared input/output analysis of proposed race track. Provided conceptual design of 800 acre mixed use development.

**Shepherd Realty Co.**

Lee's Summit, MO

6/84-2-86

Sold and leased commercial and industrial properties. Performed investment analysis on properties. Provided planning consulting in subdivision design and rezoning.

**Contemporary Concepts Inc.**

Lee's Summit, MO  
Owner

9/78-5/84

Designed and developed residential subdivision in Lee's Summit, Mo. Supervised all construction trades involved in the development process and the building of homes.

**Environmental Design Association**

Lee's Summit, Mo.  
Project Coordinator

6/77-9/78

Was responsible for site design and preliminary building design for retirement villages in Missouri, Texas and Florida. Was responsible for preparing feasibility studies of possible conversion projects. Was in charge of working with local governments on zoning issues and any problems that might arise with projects. Coordinated work of local architects on projects. Worked with marketing staff regarding design changes needed or contemplated.

**City of Lee's Summit, MO**

220 SW Main

Lee's Summit, MO 64063

Community Development Director

4/75-6/77

Supervised Community Development Dept. staff. Responsible for preparation of departmental budget and C.D.B.G. budget. Administered Community Development Block Grant program. Developed initial Downtown redevelopment plan with funding from block grant funds. Served as a member of the Lee's Summit Economic Development Committee and provided staff support to them. Prepared study of available industrial sites within the City of Lee's Summit. In charge of all planning and zoning matters for the city including comprehensive plan.

**Howard Needles Tammen & Bergendoff**

9200 Ward Parkway

Kansas City, MO 64114

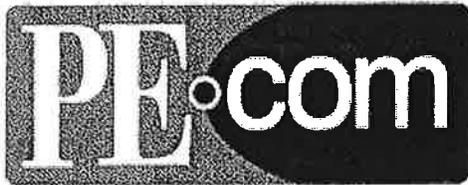
(816) 333-4800

Economist/Planner

5/73-4/75

Responsible for conducting economic and planning studies for Public and private sector clients. Consulting City Planner for Lenexa, KS.

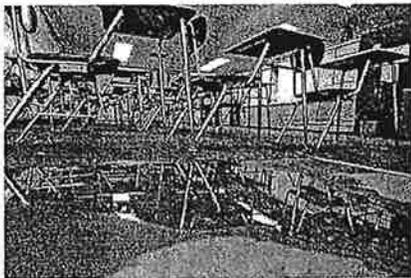
Conducted environmental impact study on maintaining varying channel depth of the Columbia River including an input/output analysis. Environmental impact studies of dredging the Mississippi River. Worked on the Johnson County Industrial Airport industrial park master plan including a study on the demand for industrial land and the development of target industries based upon location analysis. Worked on various airport master plans. Developed policy oriented comprehensive plan for the City of Lenexa, KS. Developed innovative zoning ordinance heavily dependent upon performance standards for the City of Lenexa, KS.



## WILDOMAR: Cleanup, repairs in storm's wake

BY MICHAEL J. WILLIAMS

2014-09-17 14:56:01



Calm, focused cleanup and repair efforts could be seen here and there in Wildomar and adjacent areas Wednesday, a far cry from the three hours of havoc, panic and dismay caused by a hard-hitting thunderstorm Wednesday afternoon.

Thunder, lightning, pounding rain and whipping winds knocked out power lines, blew down trees and branches, flooded roads, inundated properties and drove frightened pets into the streets.

Nearly two inches of rain reportedly fell on sections of Wildomar, southern Lake Elsinore, La Cresta and Lakeland Village after the storm

swooped in around 2 p.m.

In addition to responses from police, fire and Southern California Edison, the city sent out crews to clear roads – especially heavily hit Bundy Canyon Road, a major east-west thoroughfare on the north side of town.

“We had crews working through the night and into the morning to clean up Bundy Canyon,” said Wildomar Public Works Director Dan York.

Water streaming down west-facing slopes swamped Bundy Canyon at Interstate 15 and rushed onward to engulf much of the Elsinore High School campus, which appeared to experience the most damage of any single entity in Wildomar.

Assistant Principal Don Nicholson said school had just let out and students were leaving the campus when the lightning, thunder and rain came.

“I’ve been in education for 22 years and I’ve never seen anything like that,” Nicholson said. “It came down hard and fast. ... It felt like we were in a tornado or something.”

Lake Elsinore Unified School District spokesman Mark Dennis said phone calls starting coming into the district about campus problems soon after the storm – what meteorologists describe as a microburst – occurred.

“By 3 o’clock, it was starting to sink in that something really dramatic had happened,” he said.

Wednesday, however, the campus had returned to normal, except for mopup and repair work. Classes were in session. The courtyard was mostly dry, though gravel, dirt and vegetative debris remained to be removed.

District board President Heidi Dodd said it was quite a transformation from the night before.

“This area was completely under water; this was a lake,” she said. “I’m thrilled with the great work that was done last night. Everyone pitched in.”

Two buildings and the administrative and counseling offices that had flooded were out of commission until cleanup and repairs were completed.

The worst damage appeared to have occurred at the baseball field; a dugout was destroyed and a batting cage was blown over.

A quick response saved the school's basketball court. Coaches were joined by the Elsinore and Temecula Valley water polo teams in thwarting flooding and damage. The match between the two schools was canceled because of lightning.

Dennis said it was too early in the process to calculate a cost of the damage. Two other campuses in the area, Wildomar and William Collier elementary schools, also sustained some damage, Dennis said.

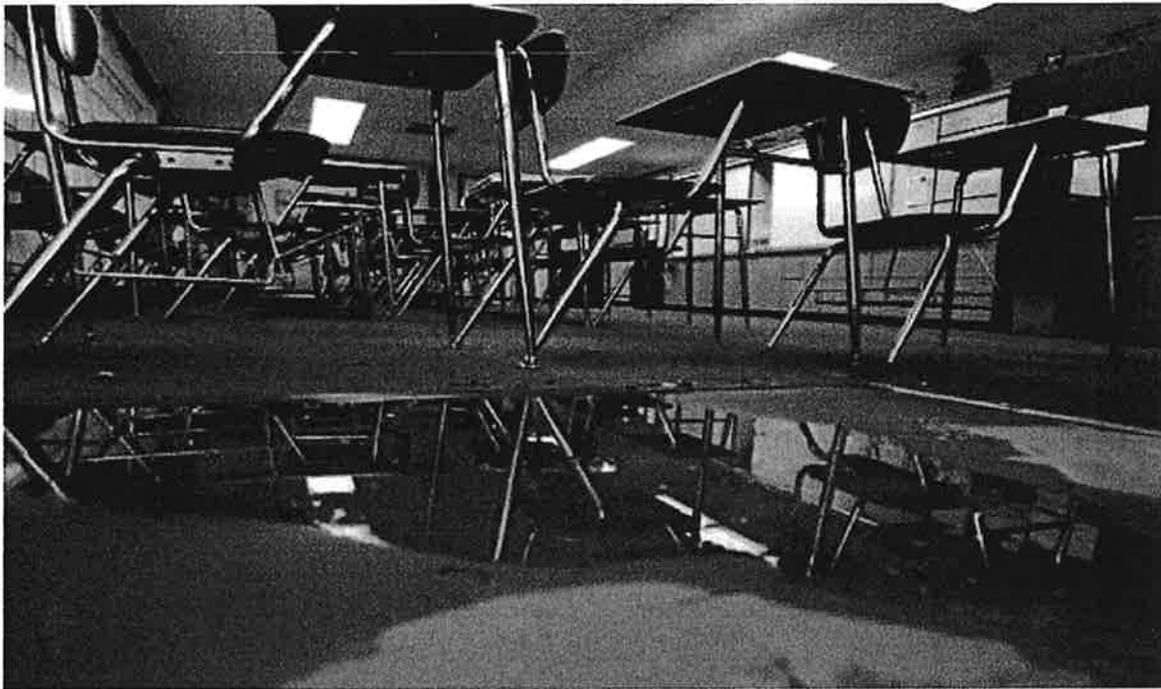
The Southwest Communities Animal Shelter in Wildomar experienced power outages and some roof leaks, said Executive Director Willa Bagwell. Volunteers were sweeping up dirt and debris in the parking lot Wednesday.

The biggest storm-related issue for the shelter, she said, was an explosion of stray dogs turned in after they had broke loose from their owners and were picked up by residents. She said the shelter took in 22 dogs that afternoon.

"They were just opening their (car) doors and running in here with these dogs," she said.

**Contact the writer:** 951-368-9690 or [michaelwilliams@pe.com](mailto:michaelwilliams@pe.com)

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Tuesday's storm caused water and mud damage to classrooms on the campus of Elsinore High School. School staff were cleaning up mud and debris from the storm that left flooding, and damage throughout Wildomar on Wednesday, Sept. 17, 2014.

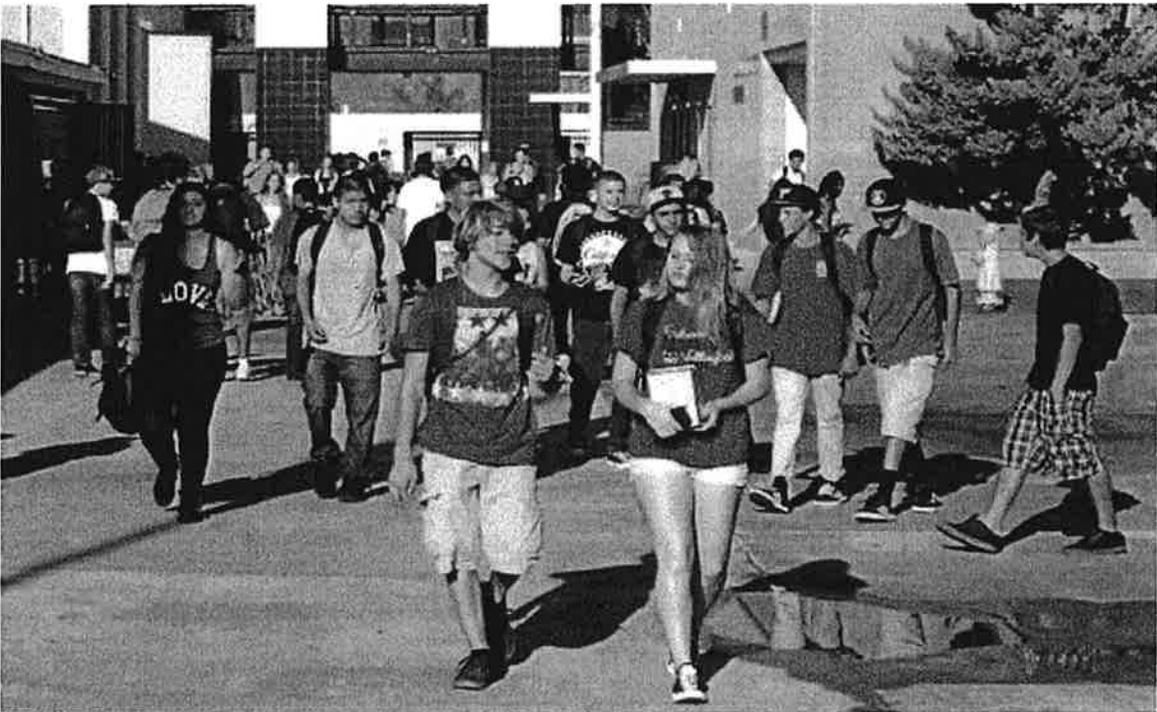
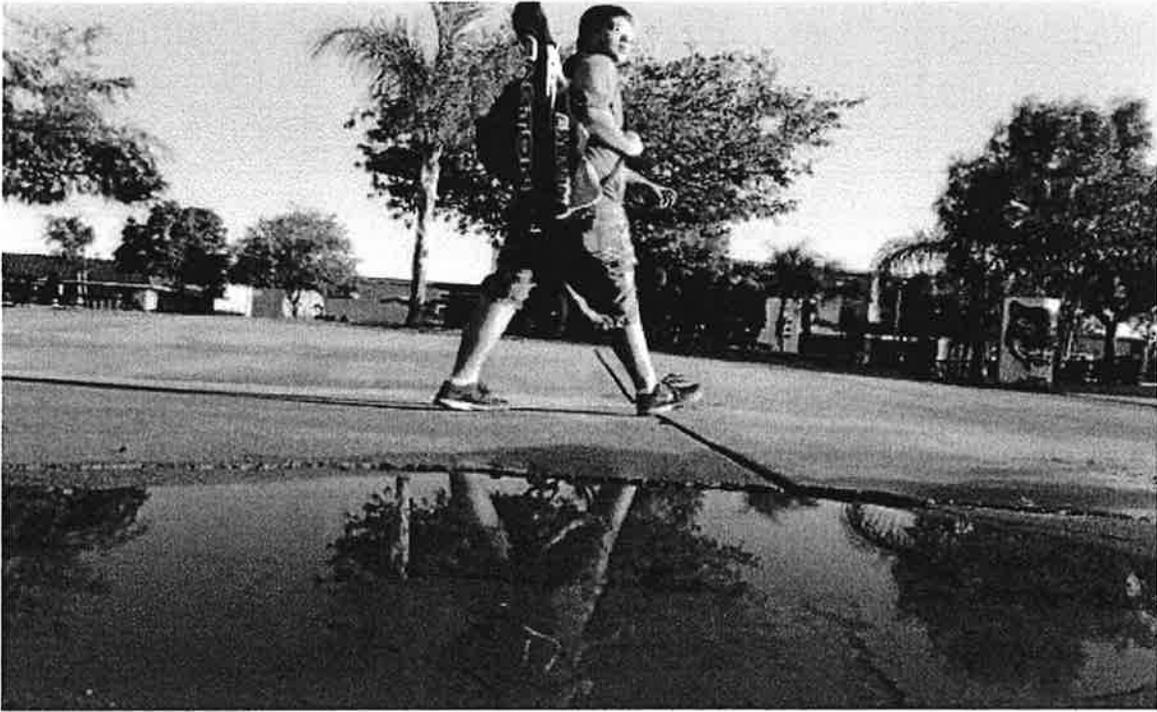




Tuesday's storm caused water and mud damage to classrooms on the campus of Elsinore High School. School staff were cleaning up after the storm that left behind flooding and damage throughout Wildomar on Wednesday, Sept. 17, 2014.



Students make their way on to campus as school officials clean up at Elsinore High School after a storm leaves behind flooding, damage in Wildomar, September 17, 2014.



Students make their way on to the campus at Elsinore High School on Wednesday, Sept. 17, 2014, after a storm left behind flooding and damage throughout Wildomar on Tuesday.

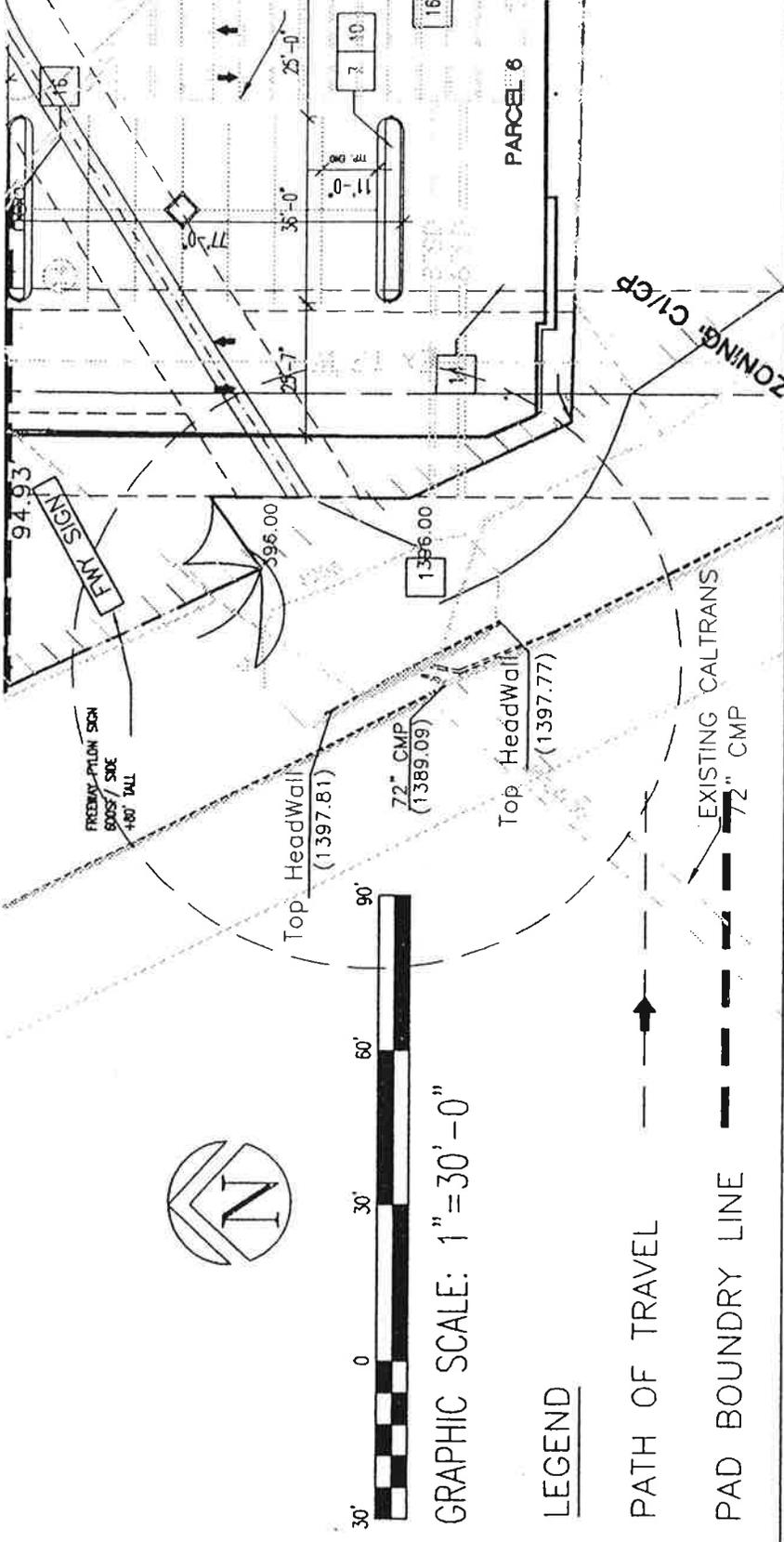


School staff member Paul Parenteau uses a shovel to scrape up some of the mud that flowed onto the campus at Elsinore High School on Wednesday, Sept. 17, 2014, after a heavy storm left behind flooding and damage throughout Wildomar on Tuesday.



Josh Mativa hoses down mud damage on the campus at Elsinore High School on Wednesday, Sept. 17, 2014, after a storm left behind flooding and damage throughout Wildomar on Tuesday.





## KEY NOTES

- |   |                              |    |                           |
|---|------------------------------|----|---------------------------|
| 1 | PROPERTY LINE                | 6  | DRIVE THRU                |
| 2 | PROPOSED COMMERCIAL BUILDING | 7  | LANDSCAPE                 |
| 3 | OPEN CONC. PATIO             | 8  | 2' CAR OVERHANG           |
| 4 | ACCESSIBLE PARKING AND RAMP  | 9  | TRASH & RECYCLE ENCLOSURE |
| 5 | ACCESSIBLE PATH OF TRAVEL    | 10 | 6" CONC. CURB             |



FROM: George W. Taylor  
34041 Harrow Hill Rd.  
Wildomar, CA. 92595

6 October 2014

TO: City of Wildomar  
23873 Clinton Keith Rd.  
Wildomar, CA. 92595

RECEIVED  
OCT 06 2014  
CITY OF WILDOMAR

ATTN: City Council

SUBJECT: Public Safety, both Pedestrian & vehicle, Item 1.6 Consent Calendar.

1. Some years back I was a member of the Wildomar Land Review that had Public Safety traffic issues with the original project, to which the city inherited from the County after incorporation.
2. We were successful in getting the entrance to the project moved more to the East because of the adjacent freeway off ramp traffic, with no traffic control, and the project entrance proximity to it. We managed a stop sign, and ultimately the traffic signal.
3. I attended the Wildomar Planning Commission meeting held the evening of 1 October 2014 at the City Hall, as I normally do, and had concerns with respect to this same project as Item 2.2 on the agenda, and modification as affected the C.U.P. for the fast food applicant as was identified in PC Resolution 14-16.
4. Most all of the discussion involved a storm drain issue for the modification and little time was devoted to any other issue, to which I spoke of, during the open hearing. The applicant had nothing to say, and I was not able to get any answer to my public safety concern.
5. As it stands now. The applicant will be able to realize revenue if he is permitted to go forward, if all of this modification is allowed to be approved. I have no issue with the storm drain but do have a concern with public safety.

6. The city, on the other hand, may be the recipient of unwanted law suits stemming from pedestrian and / or vehicle injuries, for not considering and not mitigating these issues in the way of improvements and / or proper conditions of approval directed to the applicant.

7. On 6 October I was granted a meeting with Mr. Matthew Bassi, the City Planning Director, and with Mr. Dan York, The City public Works Engineer, to discuss my issues. Both conceded that I had valid public safety concerns.

7. Presently these concerns are for Pedestrian (School Children) movement from the High-school to take advantage of this fast food business, as they presently do in regard to the existing "Jack in the Box" business and the mixture of same, with vehicles in and out of the shell gas-station, that is the subject of this particular project under item 1.6 in the consent calendar. (Note that there are no freeway concerns with the "Jack in the Box" business.)

8. In the way of background:

- a. The City has installed an asphalt; three foot wide; side walk between the high school and Orange Street.
- b. There appears to be a 2 foot wide concrete sidewalk between Orange Street and the South bound freeway on ramp.
- c. There is also a narrow concrete sidewalk extending East from the Southbound on ramp, then under the freeway, to the Northbound off ramp of the freeway.
- d. There is what appears to be a 3 foot wide sidewalk that extends further East along the North side of the existing Shell gas station.
- e. There is what appears to be about a 30 inch wide concrete sidewalk that is connected to the 3 foot wide sidewalk at the north perimeter of the Shell gas station that runs south along the west perimeter of the gas station that is not a part of the fast food project, and that is fenced off from the fast food project.
- f. There is no side walk between the northbound on ramp and sellers rd.

g. There is no traffic signal to the East of the existing Signal at the northbound off ramp of the freeway.

9. While the applicant is basically responsible for conditions in front of his or her project. The addition of this business will create more than normal pedestrian traffic in a existing hazardous location from both sides of Bundy Canyon Road. (I.E. the lack of sidewalks along the north side of Bundy Canyon in front of the applicant business coupled with the children attempting to run across Bundy Canyon road to reach the new business).

10. Presently there is no sidewalk entrance connected to the existing east / west 3 foot wide sidewalk in front of this project. Since the existing sidewalk is on the gas station property, the only access, unless there is no walls or dividing partitions between the gas station and this business property , the kids will have to walk further East and intermingle with the vehicular traffic coming into, and going out of the gas station. An accident waiting to happen.

11. In my opinion, unless this concern for the project is tabled for more review, and a determination is made , to identify what part the city should mitigate and what part the applicant should mitigate , I believe that there could be consequences in the future.

If you drive the area, you can visualize what I see.

Respectfully submitted,

George W. Taylor  
Concerned Citizen Of Wildomar.

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #2.3**  
**PUBLIC HEARING**  
**Meeting Date: November 12, 2014**

---

**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist, City Manager  
**PREPARED BY:** Terry Rhodes, Accounting Manager  
**SUBJECT:** FY 2014-15 First Quarter Budget Report

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council:

1. Review and consider approval of the budget report and decision package recommendations as listed in the Fiscal Year 2014-15 First Quarter Report; and
2. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS  
TO THE FY 2014-15 BUDGETED REVENUES AND  
EXPENSES

**BACKGROUND:**

This first quarter budget report for Fiscal Year 2014-15 reflects the Finance Department's continued efforts to provide timely, accurate, and understandable financial information to assist the City Council with the decision making process. All funds have been reviewed in preparing this report.

The emphasis of this report is on the General Fund which funds most of the government services such as public safety, general administrative services, building, planning, economic development, etc. This report also discusses preliminary prior year results, budget trends and the economic/political outlook that may impact the City's resources.

The primary purposes of this report are to:

- Recommended budgetary changes to address known budget deficiencies.
- Recommend budget changes to align the budget with projected fiscal year end actual costs;
- Identify changes which materially impact fund balances; and

- Recommend budget adjustments that are consistent with City Council goals and objectives.

### **BACKGROUND/DISCUSSION:**

On June 26, 2013, the City Council adopted the first biennial operating budget for fiscal years 2013-14 and 2014-15 for the City of Wildomar. At the June 18, 2014 City Council meeting, several budget amendments were approved to be included in the FY 2014-15 budget plan. That budget plan represented a conservative and balanced budget totaling \$7.6 million for the General Fund for fiscal year 2014-15. The 370 page budget document, complete with narratives on the budget process, goals and objectives of each department, fiscal policies and practices, city wide summaries of revenues and expenditures, and department details of budgeted expenditures, was awarded the Distinguished Budget Presentation Award from the Government Finance Officers Association.

With three months of fiscal activity having been completed at the September 30, 2014 first quarter completion date, staff is recommending the consideration of several minor changes to revenues and expenditure:

The General Fund revenues are requested to be increased to recognize the recovery of property values and related property taxes. The data received from the Riverside County Assessors office indicated a 14 percent increase in taxable valuations. Staffs recommendation is 10 percent increase from last year's property tax revenue. Several other minor changes are being recognized in the first quarter report which in total would increase the General Fund revenues by \$463,000 over the amount established in the two year budget. General Fund expenditures include several minor increases for materials, equipment and some facility improvements. Most notably is the increase in Police expenditures of \$235,400 which is addressing a budget deficiency that carried forward from prior years and unfortunately will not have any impact on service levels at this time. The Library Development Impact Fee Fund is carrying forward the \$140,000 for books and materials at the Wildomar Branch Library. Staff is working with library to acquire the new materials.

### **FISCAL IMPACT:**

The recommended changes to the General Fund results in revenues of \$8,083,900 and expenditures of \$7,973,700 with an estimated ending fund balance of \$969,348 (12.2% of expenditures).

### **ATTACHMENTS**

FY 2014-15 First Quarter Budget Report and Changes

RESOLUTION NO. 2014 - \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2014-15 BUDGETED REVENUES AND EXPENSES.**

**WHEREAS**, The City of Wildomar Biennial Budget for FY 2013-14 and 2014-15 was approved by the Wildomar City Council on June 26, 2013 and Amended on June 18, 2014; and

**WHEREAS**, Changing economic conditions require that the original approved budget be monitored and updated: and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Wildomar authorizes the amendment to the FY 2014-15 Budgets in the amount of \$12,398,300 in revenues along with total expenditures in the amount of \$11,937,800 attached as Exhibit A,

**PASSED, APPROVED AND ADOPTED** this 12th day of November 2014.

\_\_\_\_\_  
Marsha Swanson  
Mayor

APPROVED AS TO FORM:

ATTEST:

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

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

# Exhibit A

<b>City of Wildomar Total City Budgets Summary FY 2014-15</b>									
	Estimated Available Balance 6/18/2014	+	Proposed Revenues 2014-15	=	Funds Available 2014-15	-	Proposed Appropriations 2014-15	=	Estimated Available Balance 06/30/15
<b>General Fund</b>	\$ 859,148		\$ 8,083,900		\$ 8,943,048		\$ 7,973,700		\$ 969,348
									12.2%
<b>Non-General Funds</b>	0								
Gas Tax/TCRP (prop 42)	508,552		\$ 1,139,000		\$ 1,647,552		\$ 1,436,600		\$ 210,952
Measure A	333,354		502,000		\$ 835,354		\$ 636,100		199,254
TDA	62,305		-		\$ 62,305		\$ -		62,305
AQMD	86,433		41,000		\$ 127,433		\$ 39,900		87,533
LMD 2006-1 (Parks)	(264,561)		-		\$ (264,561)		\$ -		(264,561)
LMD 89-1	296,060		304,600		\$ 600,660		\$ 345,800		254,860
CSA 22	(2,758)		30,600		\$ 27,842		\$ 34,000		(6,158)
CSA 103	(33,088)		146,000		\$ 112,912		\$ 165,700		(52,788)
CSA 142	52,593		33,000		\$ 85,593		\$ 37,400		48,193
Measure Z - Parks	37,600		322,200		\$ 359,800		\$ 310,500		49,300
All DIF Funds	4,262,432		1,170,000		\$ 5,432,432		\$ 301,100		5,131,332
Grant Fund	(1,976,524)		-		\$ (1,976,524)		\$ 61,000		(2,037,524)
SLESF	-		100,000		\$ 100,000		\$ 100,000		-
CDBG	(52,496)		130,000		\$ 77,504		\$ 147,600		(70,096)
Cemetery	1,523,497		387,000		\$ 1,910,497		348,400		1,562,097
Cemetery Endowment	190,587		9,000		\$ 199,587		-		199,587
<b>Total Non-General Funds</b>	\$ 1,345,111		\$ 4,314,400		\$ 7,228,302		\$ 3,964,100		\$ 3,612,602
<b>Total City Funds</b>	\$ 2,204,259	+	\$ 12,398,300	=	\$ 16,171,350	-	\$ 11,937,800	=	\$ 4,581,950

# **Attachment A**

First Quarter FY 2014-15  
Summary Reports

**City of Wildomar  
Total City Budgets Summary  
FY 2014-15**

	Estimated Available Balance 6/18/2014	+	Proposed Revenues 2014-15	=	Funds Available 2014-15	-	Proposed Appropriations 2014-15	=	Estimated Available Balance 06/30/15
<b>General Fund</b>	\$ 859,148		\$ 8,083,900		\$ 8,943,048		\$ 7,973,700		<b>\$ 969,348</b>
	0								12.2%
<b>Non-General Funds</b>									
Gas Tax/TCRP (prop 42)	508,552		\$ 1,139,000		\$ 1,647,552		\$ 1,436,600		\$ 210,952
Measure A	333,354		502,000		\$ 835,354		\$ 636,100		199,254
TDA	62,305		-		\$ 62,305		\$ -		62,305
AQMD	86,433		41,000		\$ 127,433		\$ 39,900		87,533
LMD 2006-1 (Parks)	(264,561)		-		\$ (264,561)		\$ -		(264,561)
LMD 89-1	296,060		304,600		\$ 600,660		\$ 345,800		254,860
CSA 22	(2,758)		30,600		\$ 27,842		\$ 34,000		(6,158)
CSA 103	(33,088)		146,000		\$ 112,912		\$ 165,700		(52,788)
CSA 142	52,593		33,000		\$ 85,593		\$ 37,400		48,193
Measure Z - Parks	37,600		322,200		\$ 359,800		\$ 310,500		49,300
All DIF Funds	4,262,432		1,170,000		\$ 5,432,432		\$ 301,100		5,131,332
Grant Fund	(1,976,524)		-		\$ (1,976,524)		\$ 61,000		(2,037,524)
SLESF	-		100,000		\$ 100,000		\$ 100,000		-
CDBG	(52,496)		130,000		\$ 77,504		\$ 147,600		(70,096)
Cemetery	1,523,497		387,000		\$ 1,910,497		348,400		1,562,097
Cemetery Endowment	190,587		9,000		\$ 199,587		-		199,587
<b>Total Non-General Funds</b>	<b>\$ 1,345,111</b>		<b>\$ 4,314,400</b>		<b>\$ 7,228,302</b>		<b>\$ 3,964,100</b>		<b>\$ 3,612,602</b>
<b>Total City Funds</b>	<b>\$ 2,204,259</b>	<b>+</b>	<b>\$ 12,398,300</b>	<b>=</b>	<b>\$ 16,171,350</b>	<b>-</b>	<b>\$ 11,937,800</b>	<b>=</b>	<b>\$ 4,581,950</b>

**City of Wildomar**

Prepared By:  
Reviewed/Approved By:

**Revenue Group**

**Budget Report**

**1st Quarter July 1, 2014 - September 30, 2014**

<u>Account Number</u>	<u>Budget</u>	<u>3 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
<b>100 General Fund</b>						
3100 Sales & Use Tax	1,120,000	-	1,120,000	0%	25,000	1,145,000
3101 Sales & Use Tax TFL	375,000	-	375,000	0%	25,000	400,000
3102 Property Tax in Lieu of Sales Tax	-	-	-	0%	-	-
3103 ERAF Sales Tax	200,000	-	200,000	0%	(200,000)	-
3104 Pass Through Payment	20,000	-	20,000	0%	30,000	50,000
3105 Property Tax-Secured	2,729,000	16,875	2,712,125	1%	321,000	3,050,000
3106 Property Tax-Unsecured	146,000	-	146,000	0%	4,000	150,000
3107 Property Tax-Prior Year	220,000	-	220,000	0%	30,000	250,000
3108 Property Tax-HOPTR	50,000	-	50,000	0%	(10,000)	40,000
3109 Property Tax-Supplemental, SBE	30,000	-	30,000	0%	-	30,000
3110 Real Property Transfer Tax	86,000	8,404	77,596	10%	14,000	100,000
3112 Property Tax VLF Swap	-	-	-	0%	-	-
3120 Franchise Fee-Solid Waste	290,000	-	290,000	0%	15,000	305,000
3121 Franchise Fee-Electricity	228,000	-	228,000	0%	22,000	250,000
3122 Franchise Fee-Gas	130,000	-	130,000	0%	-	130,000
3123 Franchise Fee Cable-Time Warner	83,000	-	83,000	0%	(23,000)	60,000
3124 Franchise Fee-Telecomm-Verizon	166,000	-	166,000	0%	48,000	214,000
3200 Business Registration Fee	15,000	3,375	11,625	23%	-	15,000
3201 NPDES Inspection Fee	-	-	-	0%	-	-
3210 Planning Fee	-	-	-	0%	-	-
3230 Develop/Engineering Permit Fee	-	-	-	0%	-	-
3235 Encroachment Permit	-	-	-	0%	-	-
3240 Building & Safety Fee	190,000	47,706	142,294	25%	30,000	220,000
3260 Private Development Fee	850,000	57,228	792,772	7%	150,000	1,000,000
3265 Animal Control Fee	-	-	-	0%	-	-
3268 Code Enforcement Revenue	5,000	2,218	2,782	44%	15,000	20,000
3270 Fines & Forfeitures	65,000	3,315	61,685	5%	(15,000)	50,000
3271 AMR Fines	9,000	-	9,000	0%	-	9,000
3300 Abandoned Property Registration	20,000	1,200	18,800	6%	(15,000)	5,000
3310 Public Safety Revenue	10,000	1,350	8,650	14%	-	10,000
3320 Special Event Revenue	3,000	158	2,842	5%	(2,000)	1,000
3322 Parks & Recreation	3,000	240	2,760	8%	(2,000)	1,000
3323 Farmers Market	-	-	-	0%	-	-
3325 Sports Leagues	2,000	-	2,000	0%	(2,000)	-
3326 Citizen Corp Revenue	-	-	-	0%	-	-
3500 Motor Vehicle License Fee	-	-	-	0%	-	-
3525 SB90 State Mandated Cost Reimb	10,000	-	10,000	0%	-	10,000
3526 State Condemnation Rev	1,000	-	1,000	0%	-	1,000
3530 County Augmentation	-	-	-	0%	-	-
3535 County/Special Dist. Reimb.	20,000	-	20,000	0%	-	20,000
3540 Grant Revenue	-	-	-	0%	-	-
3800 Interest Income	5,000	-	5,000	0%	-	5,000
3801 Gain or Loss on Investment	-	-	-	0%	-	-
3802 Cash Over/Short	-	-	-	0%	-	-

**City of Wildomar**

Prepared By:  
Reviewed/Approved By:

**Revenue Group**

**Budget Report**

1st Quarter July 1, 2014 - September 30, 2014

<u>Account Number</u>	<u>Budget</u>	<u>3 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
3850 Miscellaneous Income	1,000	2,477	(1,477)	248%	3,000	4,000
3851 Save Our Park Donation	-	-	-	0%	-	-
3852 Donations	-	-	-	0%	-	-
3853 SOP Donation-O'Brien	-	-	-	0%	-	-
3854 SOP Donation-Windsong	-	-	-	0%	-	-
3855 GDS Park Rehab	-	-	-	0%	-	-
3900 Transfers In	538,900	-	538,900	0%	-	538,900
3901 Prior Period Adjustment	-	-	-	0%	-	-
<b>Total General Fund</b>	<b>7,620,900</b>	<b>144,547</b>	<b>7,476,353</b>	<b>2%</b>	<b>463,000</b>	<b>8,083,900</b>

**200 Gas Tax**

3503 Gas Tax 2103	553,000	112,103	440,897	20%	-	553,000
3505 Gas Tax 2105	182,000	46,861	135,139	26%	-	182,000
3506 Gas Tax 2106	126,000	28,883	97,117	23%	-	126,000
3507 Gas Tax 2107	272,000	64,811	207,189	24%	-	272,000
3508 Gas Tax 2107.5	6,000	6,000	-	100%	-	6,000
3535 County/Special Dist. Reimb.	-	-	-	0%	-	-
3540 Grant Revenue	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
3901 Prior Period Adjustment	-	-	-	0%	-	-
<b>Total Gas Tax</b>	<b>1,139,000</b>	<b>258,658</b>	<b>880,342</b>	<b>23%</b>	<b>-</b>	<b>1,139,000</b>

**City of Wildomar**

Prepared By:  
Reviewed/Approved By:

**Revenue Group**

**Budget Report**

1st Quarter July 1, 2014 - September 30, 2014

<u>Account Number</u>	<u>Budget</u>	<u>3 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
<b>201 Measure A</b>						
3520 Measure A Revenue	502,000	-	502,000	0%	-	502,000
3540 Grant Revenue	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3850 Miscellaneous Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
<b>Total Measure A</b>	<b>502,000</b>	<b>-</b>	<b>502,000</b>	<b>0%</b>	<b>-</b>	<b>502,000</b>
<b>210 AQMD</b>						
3510 AQMD-AB2766	35,000	-	35,000	0%	6,000	41,000
3800 Interest Income	-	-	-	0%	-	-
<b>Total AQMD</b>	<b>35,000</b>	<b>-</b>	<b>35,000</b>	<b>0%</b>	<b>6,000</b>	<b>41,000</b>
<b>251 LLMD 89-1C</b>						
3550 Special Assessment	-	-	-	0%	-	-
8803 Zone 3 Special Assessment	108,000	-	108,000	0%	-	108,000
8818 Zone 18 STL Special Assessment	700	-	700	0%	-	700
8826 Zone 26 STL Special Assessment	1,000	-	1,000	0%	-	1,000
8827 Zone 27 STL Special Assessment	1,100	-	1,100	0%	-	1,100
8829 Zone 29 Special Assessment	900	-	900	0%	-	900
8830 Zone 30 Special Assessment	28,000	-	28,000	0%	-	28,000
8835 Zone 35 STL Special Assessment	200	-	200	0%	-	200
8842 Zone 42 Special Assessment	29,700	-	29,700	0%	-	29,700
8850 Zone 50 STL Special Assessment	300	-	300	0%	-	300
8851 Zone 51 Special Assessment	7,000	-	7,000	0%	-	7,000
8852 Zone 52 Special Assessment	56,800	-	56,800	0%	-	56,800
8859 Zone 59 Special Assessment	4,400	-	4,400	0%	-	4,400
8862 Zone 62 Special Assessment	15,600	-	15,600	0%	-	15,600
8867 Zone 67 Special Assessment	6,500	-	6,500	0%	-	6,500
8870 Zone 70 STL Special Assessment	1,100	-	1,100	0%	-	1,100
8871 Zone 71 Special Assessment	9,300	-	9,300	0%	-	9,300
8872 Zone 71 Special Lighting	400	-	400	0%	-	400
8873 Zone 73 STL Special Assessment	700	-	700	0%	-	700
8888 Zone 88 STL Special Assessment	700	-	700	0%	-	700
8890 Zone 90 Special Assessment	32,200	-	32,200	0%	-	32,200
<b>Total LLMD 89-1C</b>	<b>304,600</b>	<b>-</b>	<b>304,600</b>	<b>0%</b>	<b>-</b>	<b>304,600</b>
<b>252 CSA-22</b>						
3550 Special Assessment	30,600	-	30,600	0%	-	30,600
<b>Total CSA-22</b>	<b>30,600</b>	<b>-</b>	<b>30,600</b>	<b>0%</b>	<b>-</b>	<b>30,600</b>

**City of Wildomar**

**Revenue Group**

**Budget Report**

1st Quarter July 1, 2014 - September 30, 2014

Prepared By:  
Reviewed/Approved By:

<u>Account Number</u>	<u>Budget</u>	<u>3 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
<b>253 CSA-103</b>						
3550 Special Assessment	146,000	-	146,000	0%	-	146,000
<b>Total</b> CSA-103	146,000	-	146,000	0%	-	146,000
<b>254 CSA-142</b>						
3550 Special Assessment	33,000	-	33,000	0%	-	33,000
<b>Total</b> CSA-142	33,000	-	33,000	0%	-	33,000
<b>255 Measure Z Park</b>						
3320 Special Event Revenue	-	-	-	0%	2,000	2,000
3550 Special Assessment	343,200	-	343,200	0%	(23,000)	320,200
3855 GDS	-	-	-	0%	-	-
<b>Total</b> Measure Z Park	343,200	-	343,200	0%	(21,000)	322,200
<b>280 Grants</b>						
3535 County/Special Dist. Reimb.	-	-	-	0%	-	-
3540 Grant Revenue	-	8,969	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
<b>Total</b> Grants	-	8,969	-	0%	-	-
<b>281 SLESF</b>						
3521 SLESF Revenue	100,000	16,667	83,333	17%	-	100,000
3540 Grant Revenue	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
<b>Total</b> SLESF	100,000	16,667	83,333	17%	-	100,000
<b>282 CDBG</b>						
3540 Grant Revenue	130,000	-	-	0%	-	130,000
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
<b>Total</b> CDBG	130,000	-	-	0%	-	130,000

City of Wildomar

Revenue Group

Budget Report

1st Quarter July 1, 2014 - September 30, 2014

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<u>Account Number</u>	<u>Budget</u>	<u>3 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
<b>300 Cemetery</b>						-
3104 Pass Through Payment	-	-	-	0%	5,000	5,000
3105 Property Tax-Secured	213,000	1,936	211,065	1%	102,000	315,000
3106 Property Tax-Unsecured	-	-	-	0%	15,000	15,000
3107 Property Tax-Prior Year	1,000	-	1,000	0%	-	1,000
3108 Property Tax-HOPTR	1,000	-	1,000	0%	-	1,000
3109 Property Tax-Supplemental, SBE	-	-	-	0%	-	-
3111 Property Tax-Teeter	-	-	-	0%	-	-
3525 SB90 State Mandated Cost Reimb	-	-	-	0%	-	-
3527 State Mandated Cost Reimbursement	-	-	-	0%	-	-
3536 Endowment	-	1,400	(1,400)	0%	-	-
3537 Proceeds from Cemetery	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3850 Miscellaneous Income	50,000	12,967	37,033	26%	-	50,000
3900 Transfers In	-	-	-	0%	-	-
3910 Contribution from County	-	-	-	0%	-	-
<b>Total Cemetery</b>	<b>265,000</b>	<b>16,302</b>	<b>248,698</b>	<b>6%</b>	<b>122,000</b>	<b>387,000</b>
<b>301 Cemetery Endowment</b>						
3104 Pass Through Payment	-	-	-	0%	-	-
3105 Property Tax-Secured	-	-	-	0%	-	-
3106 Property Tax-Unsecured	-	-	-	0%	-	-
3536 Endowment	9,000	1,400	7,600	16%	-	9,000
3537 Proceeds from Cemetery	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3850 Miscellaneous Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
3910 Contribution from County	-	-	-	0%	-	-
<b>Total Cemetery Endowment</b>	<b>9,000</b>	<b>1,400</b>	<b>7,600</b>	<b>16%</b>	<b>-</b>	<b>9,000</b>
<b>410 Admin DIF</b>						
3560 Development Impact Fee	-	-	-	0%	10,000	10,000
3561 DIF-Single Family Residence	-	110	(110)	0%	-	-
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	137	(137)	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
<b>Total Admin DIF</b>	<b>-</b>	<b>247</b>	<b>(247)</b>	<b>0%</b>	<b>10,000</b>	<b>10,000</b>

**City of Wildomar**

**Revenue Group**

**Budget Report**

1st Quarter July 1, 2014 - September 30, 2014

Prepared By:  
Reviewed/Approved By:

<u>Account Number</u>	<u>Budget</u>	<u>3 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
<b>420 City Hall DIF was Public Facilities DIF</b>						
3560 Development Impact Fee	369,000	-	369,000	0%	(96,000)	273,000
3561 DIF-Single Family Residence	-	2,414	(2,414)	0%	2,500	2,500
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	3,103	(3,103)	0%	3,500	3,500
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
<b>Total</b>	<b>City Hall DIF</b>	<b>5,517</b>	<b>363,483</b>	<b>1%</b>	<b>(90,000)</b>	<b>279,000</b>
<b>421 Police DIF</b>						
3560 Development Impact Fee	-	-	-	0%	40,000	40,000
3561 DIF-Single Family Residence	-	-	-	0%	-	-
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	-	-	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
<b>Total</b>	<b>Police DIF</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>40,000</b>	<b>40,000</b>
<b>422 Animal Shelter DIF</b>						
3560 Development Impact Fee	-	-	-	0%	20,000	20,000
3561 DIF-Single Family Residence	-	-	-	0%	-	-
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	-	-	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
<b>Total</b>	<b>Animal Shelter DIF</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>20,000</b>	<b>20,000</b>
<b>423 Corporate Yard DIF</b>						
3560 Development Impact Fee	-	-	-	0%	20,000	20,000
3561 DIF-Single Family Residence	-	-	-	0%	-	-
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	-	-	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
<b>Total</b>	<b>Corporate Yard DIF</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>20,000</b>	<b>20,000</b>

**City of Wildomar**

Prepared By:  
Reviewed/Approved By:

**Revenue Group**

**Budget Report**

**1st Quarter July 1, 2014 - September 30, 2014**

<u>Account Number</u>	<u>Budget</u>	<u>3 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
<b>430 Fire Facilities DIF</b>						-
3560 Development Impact Fee	216,000	-	216,000	0%	(5,000)	211,000
3561 DIF-Single Family Residence	-	1,410	(1,410)	0%	2,000	2,000
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	2,932	(2,932)	0%	3,000	3,000
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
<b>Total</b> Fire Facilities DIF	216,000	4,342	211,658	2%	-	216,000
<b>440 Trans-Roads DIF</b>						
3560 Development Impact Fee	168,000	-	168,000	0%	(3,000)	165,000
3561 DIF-Single Family Residence	-	1,098	(1,098)	0%	1,500	1,500
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	1,228	(1,228)	0%	1,500	1,500
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
<b>Total</b> Trans-Roads DIF	168,000	2,326	165,674	1%	-	168,000
<b>450 Trans-Signals DIF</b>						
3560 Development Impact Fee	128,000	-	128,000	0%	(6,000)	122,000
3561 DIF-Single Family Residence	-	840	(840)	0%	1,000	1,000
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	4,189	(4,189)	0%	5,000	5,000
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
<b>Total</b> Trans-Signals DIF	128,000	5,029	122,971	4%	-	128,000

**City of Wildomar**

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**Revenue Group**

**Budget Report**

**1st Quarter July 1, 2014 - September 30, 2014**

<u>Account Number</u>	<u>Budget</u>	<u>3 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
<b>460 Regional Parks DIF</b>						-
3560 Development Impact Fee	-	(2,727)	2,727	0%	-	-
3561 DIF-Single Family Residence	172,000	1,126	170,874	0%	-	172,000
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	1,358	(1,358)	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
<b>Total</b> Regional Parks DIF	<b>172,000</b>	<b>(243)</b>	<b>172,243</b>	<b>0%</b>	<b>-</b>	<b>172,000</b>
<b>470 Community Ctr DIF</b>						
3560 Development Impact Fee	19,000	-	19,000	0%	(500)	18,500
3561 DIF-Single Family Residence	-	130	(130)	0%	500	500
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	-	-	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
<b>Total</b> Community Ctr DIF	<b>19,000</b>	<b>130</b>	<b>18,870</b>	<b>1%</b>	<b>-</b>	<b>19,000</b>
<b>480 Multipurpose Trails DIF</b>						
3560 Development Impact Fee	97,000	-	97,000	0%	(2,000)	95,000
3561 DIF-Single Family Residence	-	632	(632)	0%	1,000	1,000
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	761	(761)	0%	1,000	1,000
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
<b>Total</b> Multipurpose Trails DIF	<b>97,000</b>	<b>1,393</b>	<b>95,607</b>	<b>1%</b>	<b>-</b>	<b>97,000</b>
<b>490 Library DIF</b>						
3560 Development Impact Fee	-	-	-	0%	-	-
3561 DIF-Single Family Residence	-	682	(682)	0%	1,000	1,000
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	-	-	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
<b>Total</b> Library DIF	<b>-</b>	<b>682</b>	<b>(682)</b>	<b>0%</b>	<b>1,000</b>	<b>1,000</b>
<b>Grand Total</b>	<b>11,827,300</b>	<b>465,965</b>	<b>11,361,335</b>	<b>4%</b>	<b>571,000</b>	<b>12,398,300</b>

**CITY OF WILDOMAR**  
 Expenditure Status Report  
**1st Quarter FY 2014-2015**  
 July 1, 2014 - September 30, 2014

Fund	<i>Budget</i>	<i>3 Month Actual Expenditure</i>	<i>Remaining Balance</i>	<i>Prct Used</i>	<i>Requested Budget Change</i>	<i>Revised Budget</i>
<b>100 General Fund</b>						
City Council	\$ 108,100	\$ 24,653	\$ 83,447	23%	\$ -	\$ 108,100
City Manager	326,500	27,074	299,426	8%	-	326,500
City Clerk	177,900	16,096	161,804	9%	-	177,900
City Attorney	204,000	11,429	192,571	6%	-	204,000
Administrative Svcs	204,700	30,684	174,016	15%	-	204,700
Community Services	32,700	1,211	31,489	4%	37,000	69,700
Ball Fields	25,000	1,831	23,169	7%	-	25,000
Non-Departmental/Facilities	330,900	116,614	214,286	35%	68,000	398,900
<b>General Government</b>	<b>1,409,800</b>	<b>229,591</b>	<b>1,180,209</b>	<b>16%</b>	<b>105,000</b>	<b>1,514,800</b>
Community Dev Admin	68,200	27,141	41,059	40%	-	68,200
Planning Commission	25,900	2,208	23,692	9%	-	25,900
Building and Safety	444,800	38,056	406,744	9%	-	444,800
Planning	194,100	17,047	177,053	9%	-	194,100
Private Development	730,900	117,560	613,340	16%	-	730,900
Development Engineering	500	24	476	5%	-	500
Code Enforcement	108,200	39,375	68,825	36%	-	108,200
<b>Community Development</b>	<b>1,572,600</b>	<b>241,412</b>	<b>1,331,188</b>	<b>15%</b>	<b>-</b>	<b>1,572,500</b>
<b>Public Works/Engineering</b>	<b>500</b>	<b>988</b>	<b>(488)</b>	<b>0%</b>	<b>-</b>	<b>500</b>
Office of Emergency Mgmt	29,500	2,959	26,541	10%	-	29,500
Police	2,104,900	2,386	2,102,514	0%	235,400	2,340,300
Fire	2,061,200	55	2,061,145	0%	-	2,061,200
Animal Control	454,400	45,394	409,006	10%	-	454,400
<b>Public Safety</b>	<b>4,650,500</b>	<b>51,781</b>	<b>4,598,719</b>	<b>1%</b>	<b>235,400</b>	<b>4,885,900</b>
<b>General Fund</b>	<b>7,633,400</b>	<b>523,772</b>	<b>7,109,628</b>	<b>7%</b>	<b>340,400</b>	<b>7,973,700</b>

<b>Fund</b>	<b>Budget</b>	<b>3 Month Actual Expenditure</b>	<b>Remaining Balance</b>	<b>Prct Used</b>	<b>Requested Budget Change</b>	<b>Revised Budget</b>
<b>200-GAS TAX</b>						
General Government	-	6,650	(6,650)	0%	-	-
Public Works/Engineering	1,436,600	108,065	1,328,535	8%	-	1,436,600
Clinton Keith/I-15 Interchg 01	-	633	(633)	0%	-	-
Bundy Canyon/Scott Rd Widen 02	-	-	-	0%	-	-
Palomar Widen 05	-	401	(401)	0%	-	-
Clinton Keith Widen 08	-	1,389	(1,389)	0%	-	-
Elsinore HS Sdwk SB821 Ph 2 CIP16	-	-	-	0%	-	-
<b>Total Gas Tax</b>	<b>1,436,600</b>	<b>117,138</b>	<b>1,319,462</b>	<b>8%</b>	<b>-</b>	<b>1,436,600</b>
<b>201-MEASURE A</b>						
Public Works/Engineering	116,100	-	116,100	0%	-	116,100
Accessibility Imp Prog	20,000	-	20,000	0%	-	20,000
Roadway Safety Imp	40,000	-	40,000	0%	-	40,000
Slurry Seal Prog	300,000	2,399	297,601	1%	-	300,000
Unpaved Roadway	33,000	-	33,000	0%	-	33,000
City Wide Maint Prog	127,000	16,090	110,910	13%	-	127,000
Safe Sidewalks to Schools	-	-	-	0%	-	-
Traffic Signal Imp-HiddenSpr/ClintonKeith	-	-	-	0%	-	-
Almond Street Sidewalk Improvements	-	-	-	0%	-	-
Roadway Imp to Unpaved Rd/Drainage	-	-	-	0%	-	-
Clinton Keith Slurry Seal	-	-	-	0%	-	-
George Ave Sidewalk Imp	-	-	-	0%	-	-
Pavement Repair Program	-	1,112	(1,112)	0%	-	-
Bundy Canyon Rd. Safety Imp.	-	-	-	0%	-	-
Grand Ave & Clinton Keith Bike Ph 1	-	-	-	0%	-	-
<b>Total Measure A</b>	<b>636,100</b>	<b>19,601</b>	<b>616,499</b>	<b>3%</b>	<b>-</b>	<b>636,100</b>
<b>210 AQMD</b>						

<b>Fund</b>	<b>Budget</b>	<b>3 Month Actual Expenditure</b>	<b>Remaining Balance</b>	<b>Prct Used</b>	<b>Requested Budget Change</b>	<b>Revised Budget</b>
Public Works/Engineering	39,900	-	39,900	0%	-	39,900
Unpaved Roadway	-	-	-	0%	-	-
<b>AQMD</b>	<b>39,900</b>	<b>-</b>	<b>39,900</b>	<b>-</b>	<b>-</b>	<b>39,900</b>
<b>250 LMD 2006-1</b>						
Community Services	-	-	-	0%	-	-
<b>Total LMD 2006-1</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>-</b>
<b>251 LLMD 89-1C</b>						
General Government	-	8,953	(8,953)	0%	-	-
Transfer Out	-	-	-	0%	-	-
<b>Public Works/Engineering</b>	<b>41,300</b>	<b>8,953</b>	<b>(8,953)</b>	<b>-</b>	<b>-</b>	<b>41,300</b>
Zone 03	108,000	17,600	90,400	16%	-	108,000
Zone 18	700	51	649	7%	-	700
Zone 26	1,000	68	932	7%	-	1,000
Zone 27	1,100	85	1,015	8%	-	1,100
Zone 29	900	196	704	22%	-	900
Zone 30	28,000	1,134	26,866	4%	-	28,000
Zone 35	200	12	188	6%	-	200
Zone 42	29,700	3,494	26,206	12%	-	29,700
Zone 50	300	17	283	6%	-	300
Zone 51	7,000	457	6,543	7%	-	7,000
Zone 52	56,800	1,657	55,143	3%	-	56,800
Zone 59	4,400	310	4,090	7%	-	4,400
Zone 62	15,600	674	14,926	4%	-	15,600
Zone 67	6,500	40	6,460	1%	-	6,500
Zone 70	1,100	51	1,049	5%	-	1,100
	<b>261,300</b>	<b>25,846</b>	<b>235,454</b>	<b>10%</b>	<b>-</b>	<b>261,300</b>
Street Lights	400	17	383	4%	-	400

Fund		<i>Budget</i>	<i>3 Month Actual Expenditure</i>	<i>Remaining Balance</i>	<i>Prct Used</i>	<i>Requested Budget Change</i>	<i>Revised Budget</i>
	Landscape	9,300	594	8,706	6%	-	9,300
	<b>Zone 71</b>	<b>9,700</b>	<b>611</b>	<b>9,089</b>	<b>6%</b>	-	<b>9,700</b>
<b>251-873 Zone 3</b>							
	Zone 3	700	34	666	5%	-	700
	Zone 88	600	-	600	0%	-	600
	Zone 90	32,200	-	32,200	0%	-	32,200
	<b>LLMD 89-1C</b>	<b>33,500</b>	<b>34</b>	<b>32,800</b>	<b>0%</b>	-	<b>33,500</b>
<b>252 CSA-22</b>							
	General Government	-	203	(203)	0%	-	-
	Public Works	4,000	6,228	(2,228)	156%	-	4,000
	Street Lights	30,000	782	29,218	3%	-	30,000
	<b>CSA-22</b>	<b>34,000</b>	<b>7,212</b>	<b>26,788</b>	<b>21%</b>	-	<b>34,000</b>
<b>253</b>							
	<b>CSA-103</b>	<b>165,700</b>	<b>32,830</b>	<b>132,870</b>	<b>20%</b>		<b>165,700</b>
<b>254</b>							
	<b>CSA-142</b>	<b>37,400</b>	<b>4,853</b>	<b>32,547</b>	<b>13%</b>		<b>37,400</b>
<b>255 Measure Z</b>							
	Community Services	14,600	8,327	6,273	57%	-	14,600
	O'Brien Park	235,300	36,131	199,169	15%	-	235,300
	Heritage Park	27,100	16,704	10,396	62%	-	27,100
	Windsong Park	33,500	25,184	8,316	75%	-	33,500
	General Government	<b>310,500</b>	<b>86,346</b>	<b>224,154</b>	<b>28%</b>	-	<b>310,500</b>
	Public Works/Engineering	-	-	-	0%	-	-
	<b>Total Measure Z Park</b>	<b>310,500</b>	<b>86,346</b>	<b>224,154</b>	<b>28%</b>	-	<b>310,500</b>
<b>280-Grants</b>							
	Administrative Svcs	7,000	-	7,000	0%	-	7,000
	Public Works/Engineering	-	1,556	(1,556)	0%	2,000	2,000
	<b>Total Public Safety</b>	<b>7,000</b>	<b>1,556</b>	<b>5,444</b>	<b>0%</b>	<b>2,000</b>	<b>9,000</b>
<b>280-907</b>							
	Safe Sidewalks to Schools	-	5,727	(5,727)	0%	-	-
		-	-	-	0%	-	-
	Safe Sidewalks to Schools	-	<b>5,727</b>	<b>(5,727)</b>	<b>0%</b>	-	-
<b>280-908</b>	Clinton Keith/I-15 Interchg 01	-	-	-	0%	-	-

<b>Fund</b>		<b>Budget</b>	<b>3 Month Actual Expenditure</b>	<b>Remaining Balance</b>	<b>Prct Used</b>	<b>Requested Budget Change</b>	<b>Revised Budget</b>
280-909	Bundy Canyon/Scott Rd Widen 02	-	3,080	(3,080)	0%	-	-
280-912	Palomar Widen 05	-	7,167	(7,167)	0%	-	-
280-913	Clinton Keith Widen 08	-	22,890	(22,890)	0%	-	-
280-918	Elsinore HS Sdwlk SRS2 Ph 2 CIP16	-	2,212	(2,212)	0%	-	-
280-919	Elsinore HS Sdwlk SB821 Ph 2 CIP16	-	1	(1)	0%	-	-
280-920	Grand Sidewalk SB821 CIP18	-	1,082	(1,082)	0%	-	-
280-921	Traffic Signal Imp-HiddenSpr/ClintonKeit	-	618	(618)	0%	-	-
280-922	Almond Street Sidewalk Improvements	-	2,342	(2,342)	0%	-	-
280-923	Collier Elementary Sidewalk Imp	-	-	-	0%	-	-
280-925	Clinton Keith Slurry Seal	-	6,512	(6,512)	0%	-	-
280-926	George Ave Sidewalk Imp	-	3,020	(3,020)	0%	-	-
280-928	Bundy Canyon Rd. Safety Imp.	-	-	-	0%	-	-
280-929		-	1,451	(1,451)	0%	-	-
280-930		-	463	(463)	0%	-	-
280-932	Lateral C-1 (Zone 7)	-	21,812	(21,812)	0%	-	-
280-933	Olive St. Cape Seal	-	-	-	0%	-	-
280-934	OTS Traffic Collision Database	-	40,000	(40,000)	0%	-	-
280-952	Homeland Sec Grant Prog-Travel	31,100	-	31,100	0%	-	31,100
280-954	Homeland Sec Grant Prog-FY11	5,000	-	5,000	0%	-	5,000
280-955	EMPG FY12	10,900	-	10,900	0%	-	10,900
280-956	Homeland Sec Grant Program-FY12	5,000	2,053	2,947	41%	-	5,000
280-958		-	4,600	(4,600)	0%	-	-
		<b>52,000</b>	<b>119,303</b>	<b>(67,303)</b>	<b>229%</b>	<b>-</b>	<b>52,000</b>
<b>208-Grants</b>	<b>Grants</b>	<b>59,000</b>	<b>126,586</b>	<b>(67,586)</b>	<b>215%</b>	<b>2,000</b>	<b>61,000</b>
<b>281-SLESF</b>	<b>SLESF</b>	<b>100,000</b>	<b>-</b>	<b>100,000</b>	<b>0%</b>	<b>-</b>	<b>100,000</b>
<b>282-CDBG</b>	<b>CDBG</b>	<b>147,600</b>	<b>-</b>	<b>147,600</b>	<b>0%</b>	<b>-</b>	<b>147,600</b>
<b>300 Cemetery</b>	<b>Cemetery</b>	<b>348,400</b>	<b>43,905</b>	<b>304,495</b>	<b>13%</b>	<b>-</b>	<b>348,400</b>
<b>410-ADMIN DIF</b>	<b>Total Admin DIF</b>	<b>3,900</b>	<b>1,726</b>	<b>2,174</b>	<b>44%</b>	<b>-</b>	<b>3,900</b>
<b>420-Public Facilities DIF</b>	<b>Total Public Facilities DIF</b>	<b>85,500</b>	<b>-</b>	<b>85,500</b>	<b>0%</b>	<b>15,000</b>	<b>100,500</b>

<b>Fund</b>		<b>Budget</b>	<b>3 Month Actual Expenditure</b>	<b>Remaining Balance</b>	<b>Prct Used</b>	<b>Requested Budget Change</b>	<b>Revised Budget</b>
<b>430-FIRE FACILITIES DIF</b>							
	<b>Total Fire Facilities DIF</b>	-	-	-	0%	-	-
<b>440 TRANS-ROADS DIF</b>							
	<b>Total Trans-Roads DIF</b>	-	-	-	0%	-	-
<b>460-REGIONAL PARKS DIF</b>							
	<b>Total Regional Parks DIF</b>	-	-	-	0%	-	-
<b>480-MULTIPURPOSE TRAILS DIF</b>							
	<b>Total Multipurpose Trails DIF</b>	56,700	-	-	0%	-	56,700
<b>490-LIBRARY DIF</b>							
	<b>Total Library DIF</b>	-	-	-	0%	140,000	140,000
	<b>Grand Total</b>	<b>11,440,500</b>	<b>999,413</b>	<b>10,342,421</b>	<b>9%</b>	<b>497,400</b>	<b>11,937,800</b>

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.1**  
**GENERAL BUSINESS**  
**Meeting Date: November 12, 2014**

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**TO:** Mayor and City Council Members

**FROM:** Matthew C. Bassi, Planning Director

**SUBJECT:** Mission Trail/Lemon Street General Plan Amendment Initiation Proposal (GPIP) - Planning Application No. 14-0080

**STAFF REPORT**

**RECOMMENDATION**

The Planning Commission recommends that the City Council *not allow* the Applicant's request to initiate a General Plan Amendment from Commercial Retail (CR) to Light Industrial (LI) for the property located at the southwest corner of Lemon Street and Mission Trail (APN: 366-130-038, 039 & 041).

**BACKGROUND**

The Applicant (Steve Rawlings) has submitted a Pre-Application Review (PAR) that proposes a future, not yet formally submitted, General Plan Amendment to change the land use designation from Commercial Retail (CR) to Light Industrial (LI). This GPIP process is the first/preliminary step prior to a formal GPA application submittal made by any property owner.

The sole purpose of the GPIP process is for the Planning Commission and City Council to provide a property owner with specific comments and/or concerns about the preliminary land use amendment idea. It is not an approval or denial of a formal GPA, but just a process that allows a property owner to *process* a future GPA application.

The Commission and Council's action only is intended to allow does not in any way constitute support, or lack of support, for the proposal. It is an opportunity for a property owner to hear (up front) what potential issues/concerns the City has related to the proposal prior to a formal application submittal. It is then up to the property owner/applicant to decide whether or not to make a formal GPA application submittal and go through the full development review process.

**DESCRIPTION**

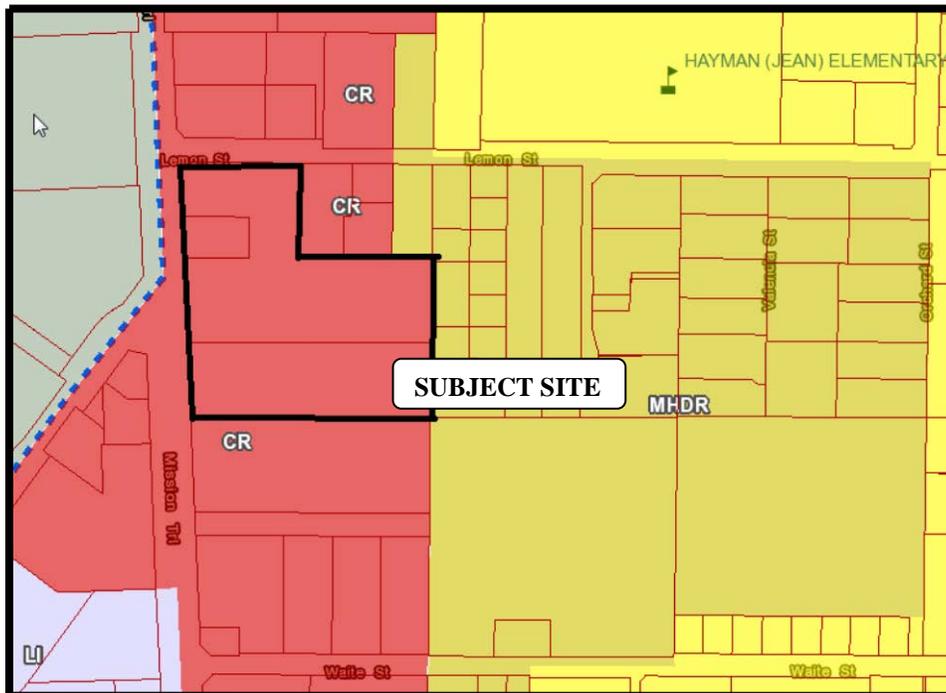
The project site is 7.7 acres in size and is located at the southwest corner of Mission Trail and Lemon Street (APN: 366-130-038, 039 & 041). Please refer to the vicinity map on the following page.

### Vicinity/Location Map

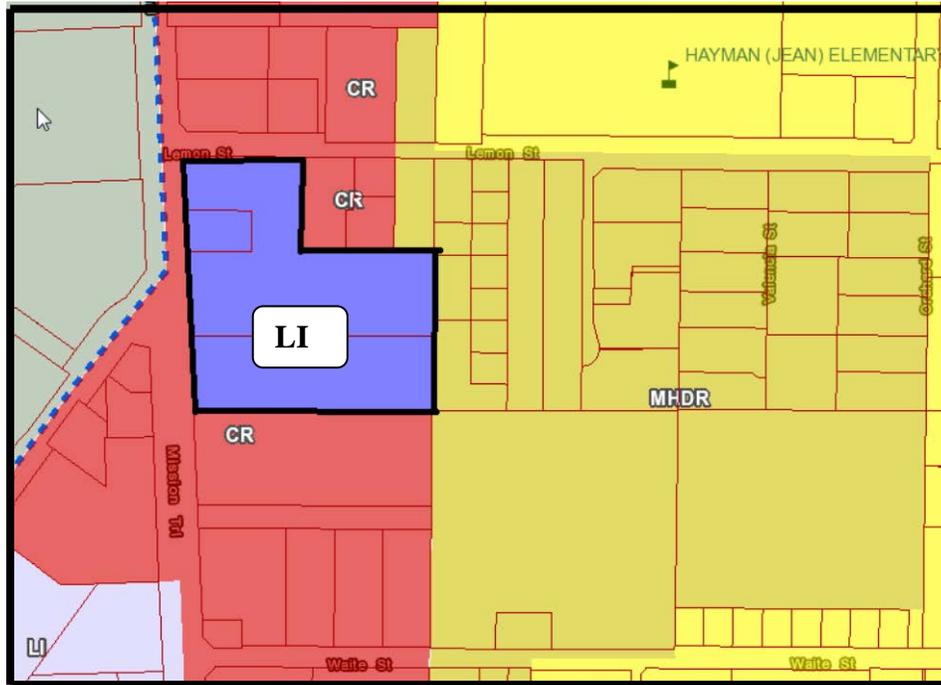


The exhibit below and on the following page show the existing and proposed land use designations for the site and surrounding areas.

### Existing General Plan Land Use Designation



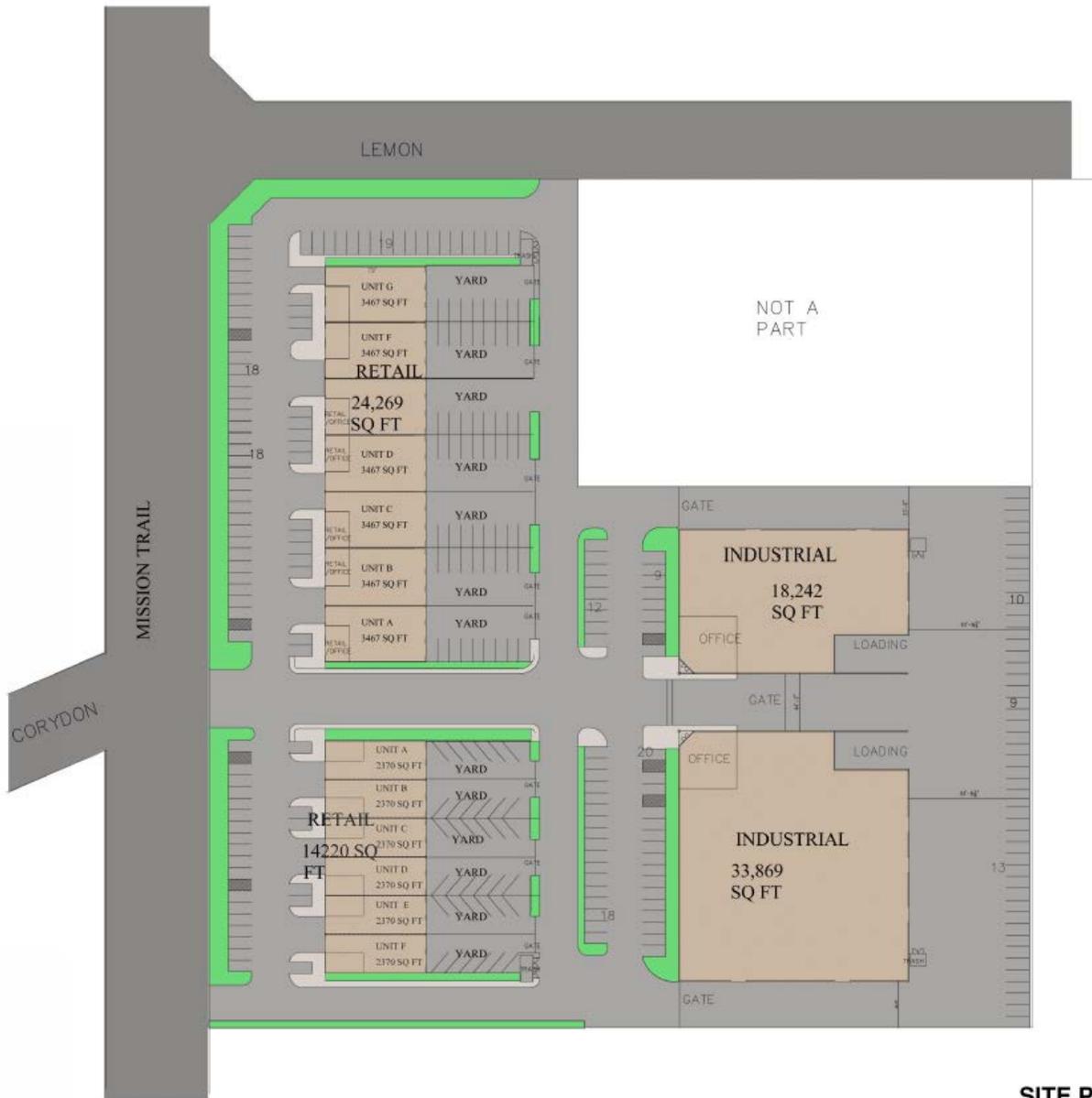
## Proposed General Plan Land Use Designation



As noted on the exhibits above, the immediate area abutting the project site is characterized by existing single family residential land uses. The topography of the site and surrounding area is relatively flat. The surrounding area is predominantly zoned existing R-R (Rural Residential) and C-1/C-P (General Commercial). Across Mission Trial is some commercial and industrial (Lake Elsinore) zoned land.

The Applicant also desires to develop a future 79,500± square-foot industrial/service commercial project on the project site. This would also require an application for a Change of Zone from C/1-C/P (General Commercial) to M-SC (Manufacturing Service Commercial) and a Master Conditional Use Permit (CUP) and/or Plot Plan. A copy of a conceptual site plan layout and architectural elevations are shown on the following pages for Council consideration.

# Conceptual Site Plan Layout/Elevations



SITE PLAN

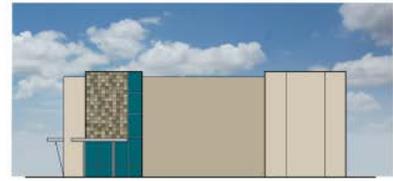
## Conceptual Architectural Elevations



WEST ELEVATION (FRONT - STREET VIEW)  
3/32" = 1'-0"



NORTH ELEVATION (LEFT SIDE)  
3/32" = 1'-0"



SOUTH ELEVATION (RIGHT SIDE)  
3/32" = 1'-0"



SOUTH ELEVATION (REAR)  
3/32" = 1'-0"

### ANALYSIS

Since the applicant needs a general plan amendment, the procedures outlined in Section 17.08.010.B and 17.08.040.B of the Zoning Ordinance are applicable. As discussed in these sections, the initiation of a general plan amendment by a property owner/applicant first requires the order of the City Council, adopted by the affirmative vote of not less than a majority of the entire membership of the Council.

Prior to making a decision on the general plan amendment initiation, the Planning Commission must first have an opportunity to review the request and provide the Council with specific comments/concerns related to the request.

### Planning Commission Discussion/Comments:

The Planning Commission reviewed the GPIIP request at its August 20, 2014 meeting. A number of comments were raised by the Commission (and the public) regarding the general plan amendment proposal. These comments are summarized below for consideration by the City Council (no particular order).

- land use compatibility issues with industrial & service commercial uses abutting low density/rural residential uses;
- buffering issues/noise impacts along the south and east property lines;
- likely significant traffic impacts and increased noise resulting from industrial truck traffic and industrial/business park uses;
- loss of sales tax revenue by changing to industrial/manufacturing service commercial businesses;
- CEQA related impacts that could result in a Mitigated Negative Declaration or Environmental Impact Report.

*Applicant's Responses/Proposal Comments:*

The Applicant in response to these concerns offered the following responses:

- market analysis indicates traditional general retail uses at this location won't work, and it needs to be a blend of industrial and service commercial uses;
- auto related uses (i.e., stereo stores, tire sales, repair uses, etc.) along Mission Trail is a better alternative (with some outdoor storage behind the buildings);
- light industrial buildings/uses to the back of the property with landscaped areas would provide better buffer from residences than general retail;
- loss of sales tax would not occur as service commercial uses would result in similar sales tax review and traditional retail uses.

After public comments and discussion, the Commission voted 5 – 0 to recommend the City Council *not allow* the Applicant's request to initiate a General Plan Amendment from Commercial Retail (CR) to Light Industrial (LI).

**CONCLUSION**

In making its decision, the City Council may consider the proposed and surrounding land use designations, the location of the project along a major arterial and other factors (i.e., environmental issues). If the Council supports the request to initiate the general plan amendment, the project would also require the review and processing of a Change of Zone and Master CUP/Plot Plan, including the appropriate CEQA documentation (MND or EIR).

Any direction given to the applicant does not imply that the proposed amendment will be supported by staff, Planning Commission or City Council. The applicant can move forward at his/her own risk. The general plan amendment application, and all other applicable development applications, are required to go through the complete development review process, and is subject to a full public hearing before the Planning Commission and City Council, along with the CEQA environmental review document, and community meetings.

Council Action/Options:

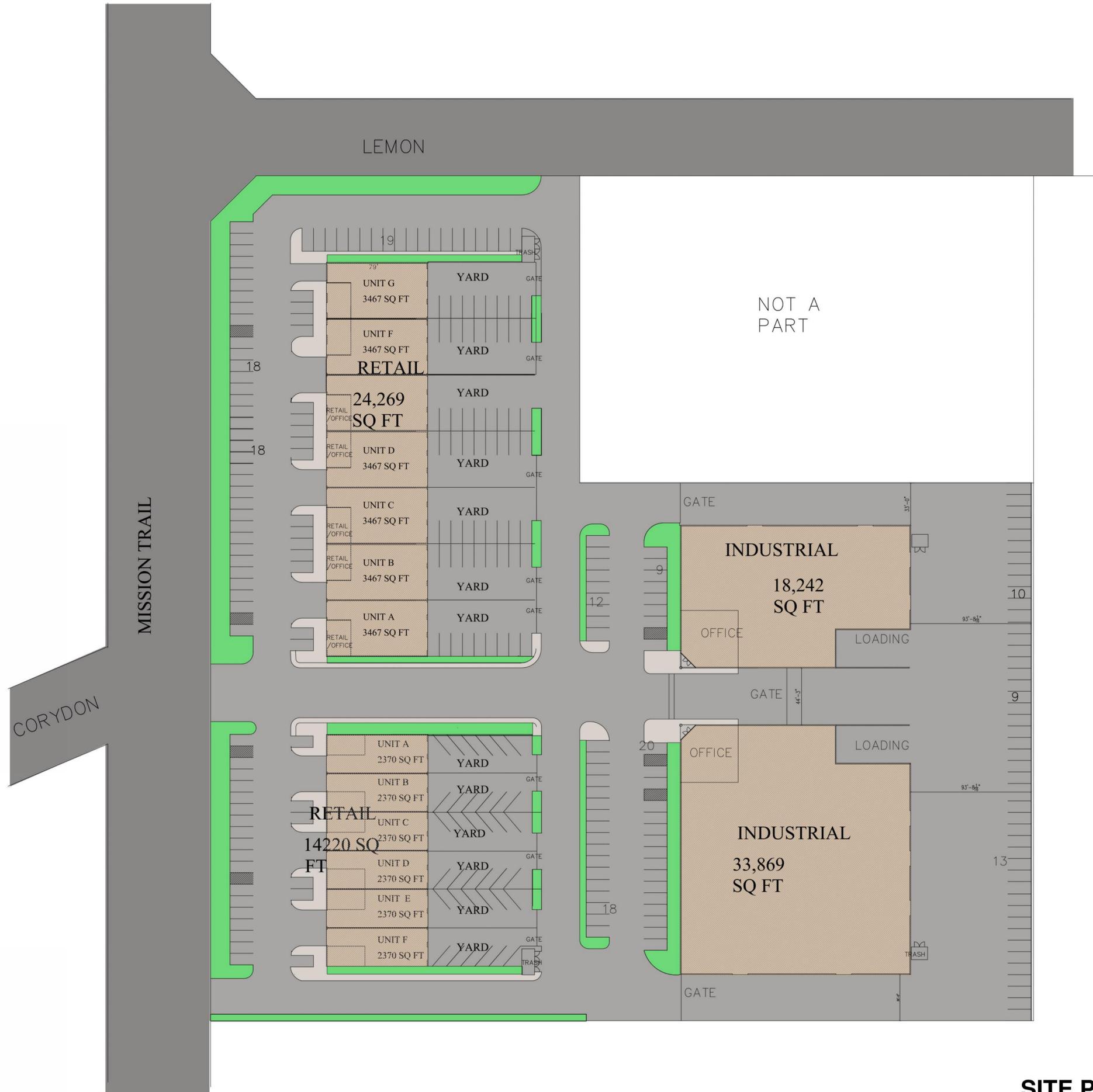
- 1) Motion and vote to allow the processing of the General Plan Amendment (and accompanying development applications) from Commercial Retail (CR) to Light Industrial (LI) for the property located at the southwest corner of Lemon Street and Mission Trail (APN: 366-130-038, 039 & 041), or some other alternative as proposed by the applicant;
- 2) Motion and vote to allow the processing of the General Plan Amendment (and accompanying development applications) from Commercial Retail (CR) to Light Industrial (LI) for the property located at the southwest corner of Lemon Street and Mission Trail (APN: 366-130-038, 039 & 041), if the applicant so desires, but making the applicant aware of Planning Commission and City Council concerns. The City Council may also add comments and potential revisions to the proposal which could address the City Council's concerns; or
- 3) Other motions as directed by City Council.

**ATTACHMENTS**

- A. Conceptual Site Layout/Elevations

# **ATTACHMENT A**

## **Conceptual Site Layout and Architectural Elevations**



**SITE PLAN**

MISSION TRAIL

REVISIONS	DATE



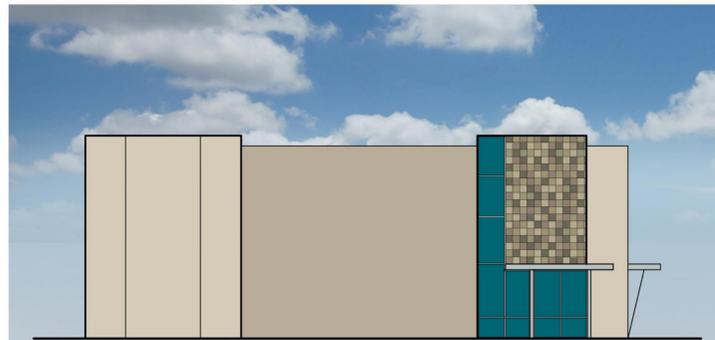
JOB #:      SCALE:  
DRAWN: MH      DATE: 7/21/2014  
SHEET TITLE  
**COVER**  
SHEET NUMBER

**A-0**

MISSION TRAIL  
PARCEL 2 - BUILDING  
ELEVATIONS



**WEST ELEVATION** (FRONT - STREET VIEW)  
3/32" = 1'-0"



**NORTH ELEVATION** (LEFT SIDE)  
3/32" = 1'-0"



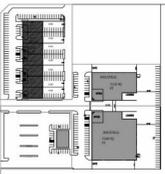
**SOUTH ELEVATION** (RIGHT SIDE)  
3/32" = 1'-0"



**SOUTH ELEVATION** (REAR)  
3/32" = 1'-0"

REVISIONS	DATE

KEY PLAN



JOB #:  
DRAWN:  
DATE: 07/07/14  
SHEET TITLE

SHEET NUMBER

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.2**  
**GENERAL BUSINESS**  
**Meeting Date: November 12, 2014**

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**TO:** Mayor and City Council Members

**FROM:** Alfredo Garcia, Assistant Planner

**SUBJECT:** George/Iodine Springs General Plan Amendment Initiation Proposal (GPIP) - Planning Application No. 14-0089

**STAFF REPORT**

**RECOMMENDATION**

The Planning Commission recommends that the City Council *not allow* the Applicant's request to initiate a General Plan Amendment from Mixed Use Planning Area (MUPA) to Medium High Density Residential (MHDR) for the property located between George Avenue and Iodine Springs Road, approximately 600 feet north of Clinton Keith Road (APN: 362-250-001 & 026).

**BACKGROUND**

The Applicant (Nova Homes Group) has submitted a Pre-Application Review (PAR) that proposes a future, not yet formally submitted, General Plan Amendment to change the land use designation from Mixed Use Planning Area (MUPA) to Medium High Density Residential (MHDR) for an 11.7 acre site. This GPIP process is the first/preliminary step prior to a formal GPA application submittal made by any property owner.

The sole purpose of the GPIP process is for the Planning Commission and City Council to provide a property owner with specific comments and/or concerns about the preliminary land use amendment idea. It is not an approval or denial of a formal GPA, but just a process that allows a property owner to *process* a future GPA application.

The Commission and Council's action only is intended to allow does not in any way constitute support, or lack of support, for the proposal. It is an opportunity for a property owner to hear (up front) what potential issues/concerns the City has related to the proposal prior to a formal application submittal. It is then up to the property owner/applicant to decide whether or not to make a formal GPA application submittal and go through the full development review process.

**DESCRIPTION**

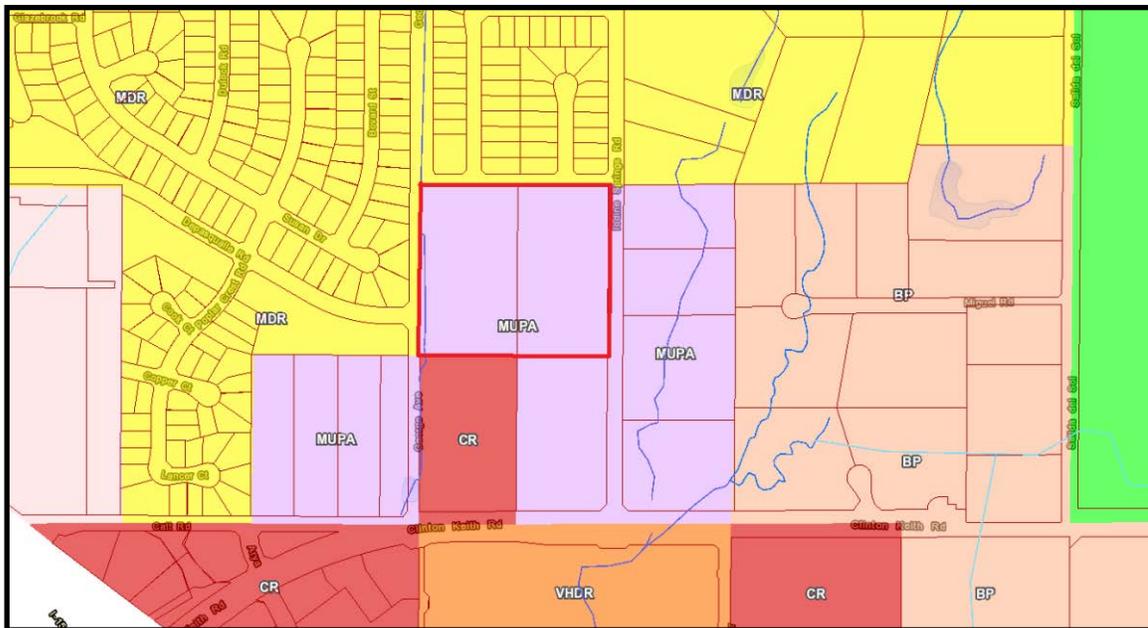
The site is located between George Avenue and Iodine Springs Road, approximately 600 feet north of Clinton Keith Road (APN: 362-250-001 & 026). Please refer to the vicinity map on the following page.

## Vicinity/Location Map

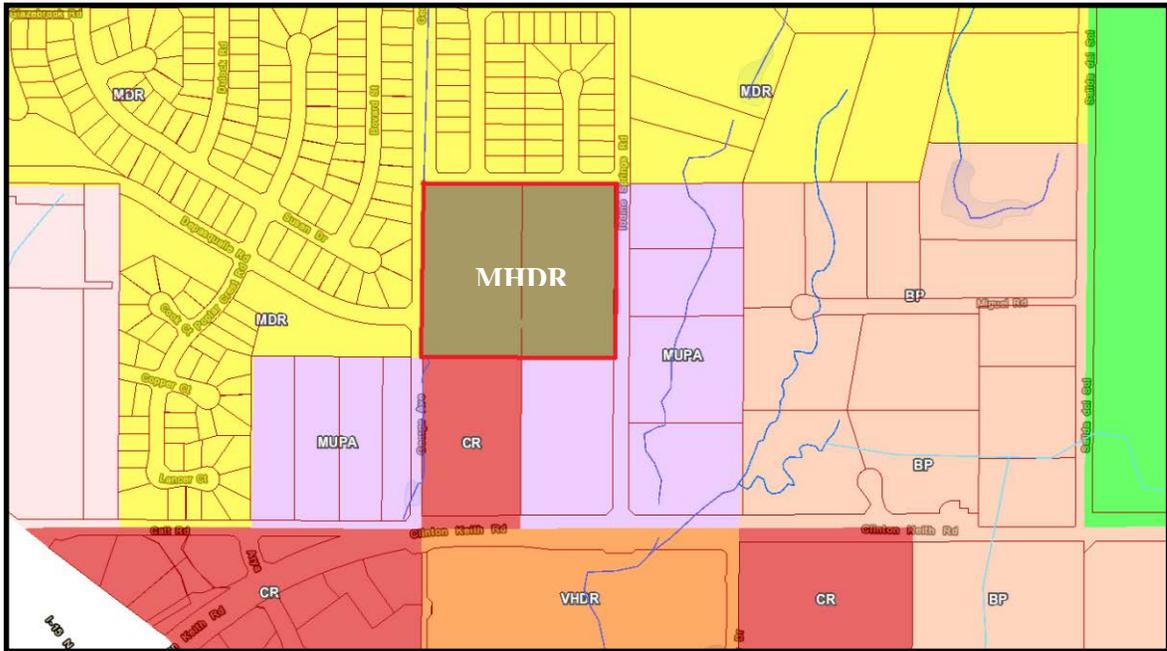


The exhibit below and on the following page show the existing and proposed land use designations for the site and surrounding areas.

## Existing General Plan Land Use Designation



## Proposed General Plan Land Use Designation



The Applicant also desires to develop a 70-unit single family residential detached condominium project along with the proposed general plan amendment. This will require an application for a Change of Zone from R-R (Rural Residential) to R-4 (Planned Residential zone), a tentative tract map for condominium purposes, and a plot plan for development of the site. A copy of a conceptual site plan layout is shown on the following page for Council consideration..

As noted on the exhibits above, the immediate area surrounding the project site is characterized by Medium Density Residential (single family) and Mixed Use Planning Area land use designations (primarily vacant). There is some commercial land use to the south and southeast.

The surrounding area is also zoned R-1, R-R and C-1/C-P. Currently, the neighborhood to the west is fully developed (TM 30155 – Hartford Park). The property abutting the northerly property line is the future Diversified Pacific single family tract (TM 31479) which is slated to begin construction in early 2015. In addition, there are single family homes located to the east and undeveloped parcels to the south fronting Clinton Keith Road.

## Conceptual Site Plan Layout



### **ANALYSIS**

Since the applicant needs a general plan amendment, the procedures outlined in Section 17.08.010.B and 17.08.040.B of the Zoning Ordinance are applicable. As discussed in these sections, the initiation of a general plan amendment by a property owner/applicant first requires the order of the City Council, adopted by the affirmative vote of not less than a majority of the entire membership of the Council.

Prior to making a decision on the general plan amendment initiation, the Planning Commission must first have an opportunity to review the request and provide the Council with specific comments/concerns related to the request.

Planning Commission Discussion/Comments:

The Planning Commission reviewed the proposed GPIIP request at its October 1, 2014 meeting. A number of comments were raised by the Commission (and the public) regarding the proposed general plan amendment idea. These comments are summarized below for consideration by the City Council (in no particular order).

- This project site is 1 of 20 sites designated in our certified Housing Element to accommodate our state mandated RHNA units (this site has 53 units allocated);
- The proposed land use change from MUPA to MHDR will reduce our current RHNA numbers for the project by 53 units; thereby, reducing our surplus of 102 units to only 49 units;
- Concern was discussed that allowing the amendment could negatively impact our Housing Element certification status with HCD if we fall below the surplus threshold;
- There were concerns of the loss of sales tax and job opportunities by replacing the MUPA (mixed use) land use designation with the MHDR land use designation (i.e., solely residential);
- Concerns were raised that the MHDR land use designation is too high of a density, and may not be compatible with the surrounding medium density residential land uses in the immediate vicinity.

Applicants Responses/ Proposal Comments:

The Applicant in response to these concerns offered the following responses:

- The proposed gated community will offer a housing type, which will be very appealing to potential buyers offering more square footage to buyers with an integrated Home Owners Association that will take care of the maintenance of the property;
- Project site represents an ideal transition between the commercial land uses to the south and the medium density single-family residential land uses to the north and west;
- The proposed density of the MHDR land use designation (i.e., 5 – 8 units/acre) is much less than the MUPA land use density (i.e., 30 units/acre) resulting in a less significant density impacts and a more compatible project with the surrounding neighborhoods.

After public comment and discussion, the Commission voted 3-1-1 (1 absent) to recommend the City Council *not allow* the Applicant's request to initiate a General Plan Amendment from Mixed Use Planning Area (MUPA) to Medium High Density Residential (MHDR).

## **CONCLUSION**

In making its decision, the City Council may consider the proposed and surrounding land use designations, the location of the project along a major arterial and other factors (i.e., environmental issues). If the Council supports the request to initiate the general plan amendment, the project would also require the review and processing of a Change of Zone, Tentative Tract Map and Plot Plan, including the appropriate CEQA documentation (MND or EIR).

Any direction given to the applicant does not imply that the proposed amendment will be supported by staff, Planning Commission or City Council. The applicant can move forward at his/her own risk. The general plan amendment application, and all other applicable development applications, are required to go through the complete development review process, and is subject to a full public hearing before the Planning Commission and City Council, along with the CEQA environmental review document, and community meetings.

### **Council Action/Options:**

- 1) Motion and vote to allow the processing of the General Plan Amendment (and accompanying development applications) from Mixed Use Planning Area (MUPA) to Medium High Density Residential (MHDR) for the property located between George Avenue and Iodine Springs Road, approximately 600 feet north of Clinton Keith Road (APN: 362-250-001 & 026), or some other alternative as proposed by the applicant;
- 2) Motion and vote to allow the processing of the General Plan Amendment (and accompanying development applications) from Mixed Use Planning Area (MUPA) to Medium High Density Residential (MHDR) for the property located between George Avenue and Iodine Springs Road, approximately 600 feet north of Clinton Keith Road (APN: 362-250-001 & 026), if the applicant so desires, but making the applicant aware of Planning Commission and City Council concerns. The City Council may also add comments and potential revisions to the proposal which could address the City Council's concerns; or
- 3) Other motions as directed by City Council.

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.3**  
**GENERAL BUSINESS**  
**Meeting Date: November 12, 2014**

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**TO:** Mayor and City Council Members  
**FROM:** Terry Rhodes, Accounting Manager  
**SUBJECT:** 457 Governmental Deferred Compensation through ICMA-RC

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, IMPLEMENTING A 457 GOVERNMENTAL DEFERRED  
COMPENSATION PLAN THROUGH ICMA-RC

**BACKGROUND:**

Founded in 1972 through the assistance of a Ford Foundation grant, ICMA-RC's mission is to help build retirement security for public employees. It all began when the International City/County Management Association (ICMA) had the vision to create an organization dedicated to the retirement needs of public sector employees, and thus ICMA-RC was formed. ICMA-RC was founded to provide portable retirement benefits for city and county managers, enabling accumulated retirement assets to be transferred between employers. Today, ICMA-RC serves more than a million participant accounts and about 9,000 plans across the country.

The 457 plan is a type of non-qualified tax advantaged deferred-compensation retirement plan that is available for governmental and certain non-governmental employers in the United States. The employer provides the plan and the employee defers compensation into it on a pre-tax basis. For the most part the plan operates similarly to a 401(k) or 403(b) plan most people are familiar with. The key difference is that unlike with a 401(k) plan, there is no 10% penalty for withdrawal before the age of 59½ (although the withdrawal is subject to ordinary income taxation).

**DISCUSSION:**

The proposed resolution will allow for City employees to voluntarily set-aside a portion of their salaries and wages in a deferred compensation plan. The 457 plan will allow for contributions on a before-tax(non-taxable) basis with the amounts and investment growth taxed upon withdrawal.

**FISCAL IMPACTS:**

None. The 457 Plan is revenue neutral. There is no fiscal impact as the City of Wildomar does not contribute to the 457 plan.

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 2014-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,  
ACCEPTING THE 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN  
THROUGH ICMA-RC**

WHEREAS, the establishment of a deferred compensation plan for such employees serves the interests of the City of Wildomar by enabling it to provide reasonable retirement security for its employees; and

WHEREAS, the City of Wildomar has determined that the establishment of a deferred compensation plan, to be administered by the ICMA Retirement Corporation, serves the above objectives; and

WHEREAS, the City of Wildomar desires that its deferred compensation plan be administered by the ICMA Retirement Corporation, and that some or all of the funds held under such plan be invested in the VantageTrust Company, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar hereby adopts the 457 deferred compensation plan in the form of the ICMA Retirement Corporation Deferred Compensation Plan and Trust.

BE IT FURTHER RESOLVED that the City Council of the City of Wildomar hereby executes the Declaration of Trust of the VantageTrust Company, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the VantageTrust Company.

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the City of Wildomar serving as Trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.

BE IT FURTHER RESOLVED that the City of Wildomar hereby agrees to serve as Trustee under the 457 plan.

BE IT FURTHER RESOLVED that the Finance Director or his/her Designee shall be the coordinator for this program; shall receive necessary reports, notices, etc. from the ICMA Retirement corporation or the VantageTrust Company; shall cast, on behalf of the City of Wildomar, any required votes under the VantageTrust Company; Administrative duties to carry out the plan may be assigned to the appropriate departments, and is authorized to execute all necessary agreements with ICMA Retirement corporation incidental to the administration of the 457 plan.

NOW, THEREFORE, BE IT RESOLVED, the City Council does hereby accept the 457 Governmental Deferred Compensation plan through ICMA-RC.

PASSED, APPROVED AND ADOPTED this 12<sup>th</sup> day of November, 2014.

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Marsha Swanson

Mayor

APPROVED AS TO FORM:

ATTEST:

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Thomas D. Jex

City Attorney

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Debbie A. Lee, CMC

City Clerk

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item # 3.4**  
**GENERAL BUSINESS**  
**Meeting Date: November 12, 2014**

---

**TO:** Mayor and City Council Members

**FROM:** Gary Nordquist, City Manager

**SUBJECT:** City Hall Facility Lease- Sixth Amendment

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the proposed Sixth Amendment to the City Hall Facility Lease.

**BACKGROUND/DISCUSSION:**

At the May 14, 2014 meeting, the City Council noticed the landlord of its intention to exercise the original lease option for the two year period which would expire in June 2016. The lease option rates were based on the original lease terms, currently \$2.54 per square feet (base rent plus operating costs and taxes) for the 3,824 square feet of office space that the City uses for City Hall operations. The City Council Chambers and the records/storage space was originally provided at no cost to the City as long as non-leased space was available. The fifth amendment to lease, approved in May 2014, added a relocated City Council chambers with space of 3,825 square feet with a one year monthly cost of operating expenses and taxes estimated at \$0.55/sq.ft. starting in June 2015 and terminating in June 2016. Recently, with the improving local economy, interest has increased in the leasing of space in the office building and the current storage areas are in demand by other parties. Additionally, adequate working space within the City Hall has decreased as staff strives to keep up with the growing volume of business and service needs.

Recent discussions with the landlord have resulted in this proposed sixth amendment which would secure adequate space for City meetings, business operations, emergency operations center, multi-purpose community rooms and current records storage. Key points of the proposed amendment are:

- Retains Suites 201, 202 & 203 as City Hall Operations (3,824 sq. ft.).
- Secures Suites 105, 106 & 107 (3,825 sq. ft.) to be used as the City Council Chambers, EOC, Community Multi-Purpose rooms and storage space.
- Adds Suite 207 (1,317 sq. ft.) for Building and Development Services Offices.
- Adds Suite 209 (1,204 sq. ft.) for Meeting, Records Management and Office spaces.
- 7 year lease through November 2021, with capped increase at 2.5% of base rent per year.
- Includes one 3 year option to extend lease under sixth amendment terms.
- Defers base rent on Suites 207 and 209 to July 1, 2015.

The City office spaces would increase from the existing 5,024 sq. ft. to 10,170 sq. ft.. At the end of the fifth amendment of the lease, the total monthly cost at July 2016 is estimated to be \$20,406 or \$2.67 per square foot for 7,649 sq. ft.. As proposed under the terms of the sixth amendment, the cost for 10,170 sq. ft. at July 2016 is estimated to be \$19,339 or \$1.90 per square foot. The proposed sixth amendment would be effective 12-1-2014.

**FISCAL IMPACT:**

\$13,900 annual FY 2014-15 increase for additional 5,146 sq. ft..

**ATTACHMENT:**

Sixth Amendment to the Facility Lease

# Attachment A

## Sixth Amendment To the City Hall Facility Lease

**SIXTH AMENDMENT TO LEASE**

This Sixth Amendment to Lease (the "**Sixth Amendment**") is entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2014 by and between STRATA OAK, LLC, a Delaware limited liability company ("**Landlord**"), and the CITY OF WILDOMAR ("**Tenant**"), with reference to the following recitals.

**RECITALS:**

A. On or about July 1, 2008, NAPLES PLAZA LTD, L.P, a California limited partnership ("**Naples**"), and Tenant entered into a Shopping Center Lease (the "**Original Lease**") for that certain premises commonly known as Suite 201 in Oak Creek Phase II (the "**Original Premises**") in the building located at 23873 Clinton Keith Road, Wildomar, California (the "**Building**"). Naples sold the Building and assigned the Original Lease to DUSK, LLC, a Delaware limited liability company which subsequently sold the Building and assigned the Original Lease to Landlord, and Landlord is now the landlord under the Lease. The Original Lease is hereinafter referred to as the "**Lease**". The Lease has been amended May 7, 2009, June 2012, June 27, 2013, September 3, 2013 and June 11, 2014. All capitalized terms herein not defined shall be defined as set forth in the Lease.

B. Tenant now desires to amend the Lease to (i) include space that was previously used as storage suites and a temporary suite as part of the Premises, (ii) unify the terms of the Lease for all space included in the Premises, and (iii) amend the Minimum Rent and the Adjustment to Minimum Rent for all of the Premises.

C. The term of the Lease currently expires on June 11, 2016 and Landlord and Tenant desire to extend the Expiration Date for the Extended Term for seven (7) years commencing on November 30, 2014 so that the Expiration Date of the Extended Term will be November 30, 2021.

D. In addition, Tenant is to be granted one (1) three (3) year Option to Extend the Term pursuant to the same terms and conditions as set forth in the Lease.

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

1. Premises. Section 1.4 of the Lease is hereby amended to provide that the following Suites in the Building shall be considered as the Premises:

a.	Suites 201-203 (Original Premises)	3,825 sq. ft.
b.	Suite 207 (previous Storage Suite)	1,317 sq. ft.
c.	Suite 209 (prior Storage Suite)	1,204 sq. ft.
d.	Suites 105-107 (previous Temporary Suite)	<u>3,825</u> sq. ft.
	Total Rentable Square Feet	10,171

2. Expiration Date. Landlord and Tenant hereby agree that the Expiration Date of the Lease, as set forth in the Notice of Delivery of Possession and Confirmation Agreement dated December 30, 2008 is hereby amended to be November 30, 2021.

3. Rent Commencement. The Minimum Rent, as set forth herein, for Suites 201-203, 207, and 209 shall commence December 1, 2014. The Minimum Rent, as set forth herein for Suites 105-107 shall commence on the earlier of (i) December 1, 2014 or (ii) Landlord's delivery of possession with the Tenant Improvements set forth below completed.

4. Minimum Rent. Effective December 1, 2014, the Minimum Rent for the Premises shall be Twelve Thousand Eight Hundred Fifteen & 46/100 Dollars (\$12,815.46) per month (\$1.26 per sq. ft.), subject to future adjustment at provided herein. The Minimum Rent shall increase annually on the anniversary of this Amendment by 2.5% from the Minimum Rent during the preceding period of the Lease and shall increase annually by the same amount during the Extension Term. The Minimum Rent during the Extension Term shall continue to be on a triple net basis and Tenant shall pay its proportionate share of the Operating Expenses as set forth in the Lease, as amended herein. Tenant shall be responsible for its metered electrical costs directly with the utility providing the service.

a. Deferred Minimum Rent. Minimum Rent for Suites 207 and 209 shall be deferred from December 1, 2014 to June 30, 2015. During that time Tenant will not be required to pay the Minimum Rent attributable to those Suites, however shall still be responsible for their pro rata share of the Operating Expenses for the entire Premises. Beginning July 1, 2015, Tenant shall pay an additional \$1,900 per month in addition to Minimum Rent and Operating Expense, for a period of one (1) year, expiring June 30, 2016.

5. Option to Extend. Notwithstanding anything in the Lease to the contrary, Tenant shall have the Option to Extend the Lease for one (1) additional three (3) year period upon the Expiration of the Lease. The notice requirement set forth in the Lease shall apply to this Option to Extend.

6. Tenant Improvements. Suites 201-203, 207 and 209 shall be accepted in "as-is" condition. Landlord, at Landlord's sole cost and expense, shall improve Suite 105-107 into one (1) large multi-purpose room pursuant to the specifications set forth in Exhibit A attached hereto. Tenant Improvements are estimated to be completed by December 1, 2014.

7. Operating Expenses. Notwithstanding anything to the contrary in the Lease, during the term of the Lease and Extension Term, Tenant's Share of the Operating Expenses and real estate property taxes, which is currently estimated to be \$0.55 per square foot, shall be based on the total square footage of the Premises as established by this Amendment as set forth in Paragraph 1.

8. Ministerial Duties. In consideration of the rights granted to Tenant under the Lease and Sixth Amendment with respect to the use of the Premises for each year during the Term or Extended Term of this Lease, Tenant agrees to pay the Minimum Rent and Operating Expenses provided for herein. Tenant covenants to take such action as may be necessary to include all such Minimum Rent and Operating Expenses payments due pursuant to this Lease in its annual budgets during the Term or Extended Term of this Lease and to make the necessary annual appropriations for all such Minimum Rent and Operating Expenses payments. The covenants of Tenant regarding Minimum Rent and Operating Expenses shall be considered to be ministerial duties imposed by law and it shall be the duty of each and every public official of Tenant to take such action and do such things as are required by law in the performance of the official duty of such official to enable Tenant to carry out and perform the covenants of Tenant regarding Minimum Rent and Operating Expenses.

9. General Provisions.

9.1 Remainder Unchanged. Except as specifically modified and amended in this Sixth Amendment, the Lease remains in full force and effect and binding on the parties.

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

9.3 Effective Date. This Sixth Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the Tenant and Landlord.

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

9.5 Counterparts. This Sixth Amendment may be executed in counterparts. Each counterpart shall be deemed an original, and all counterparts shall be deemed the same instrument with the same effect as if all parties hereto had signed the same signature page.

IN WITNESS WHEREOF, the parties hereby execute this Sixth Amendment as of the date first written above.

**LANDLORD**

STRATA OAK, LLC,  
a Delaware limited liability company

By: STRATA EQUITY INTERNATIONAL LLC  
a California limited liability company  
Its: Managing Member

By: \_\_\_\_\_  
David C. Michan, Manager

**TENANT**

THE CITY OF WILDOMAR

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name)

Its: \_\_\_\_\_  
(print title)

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name)

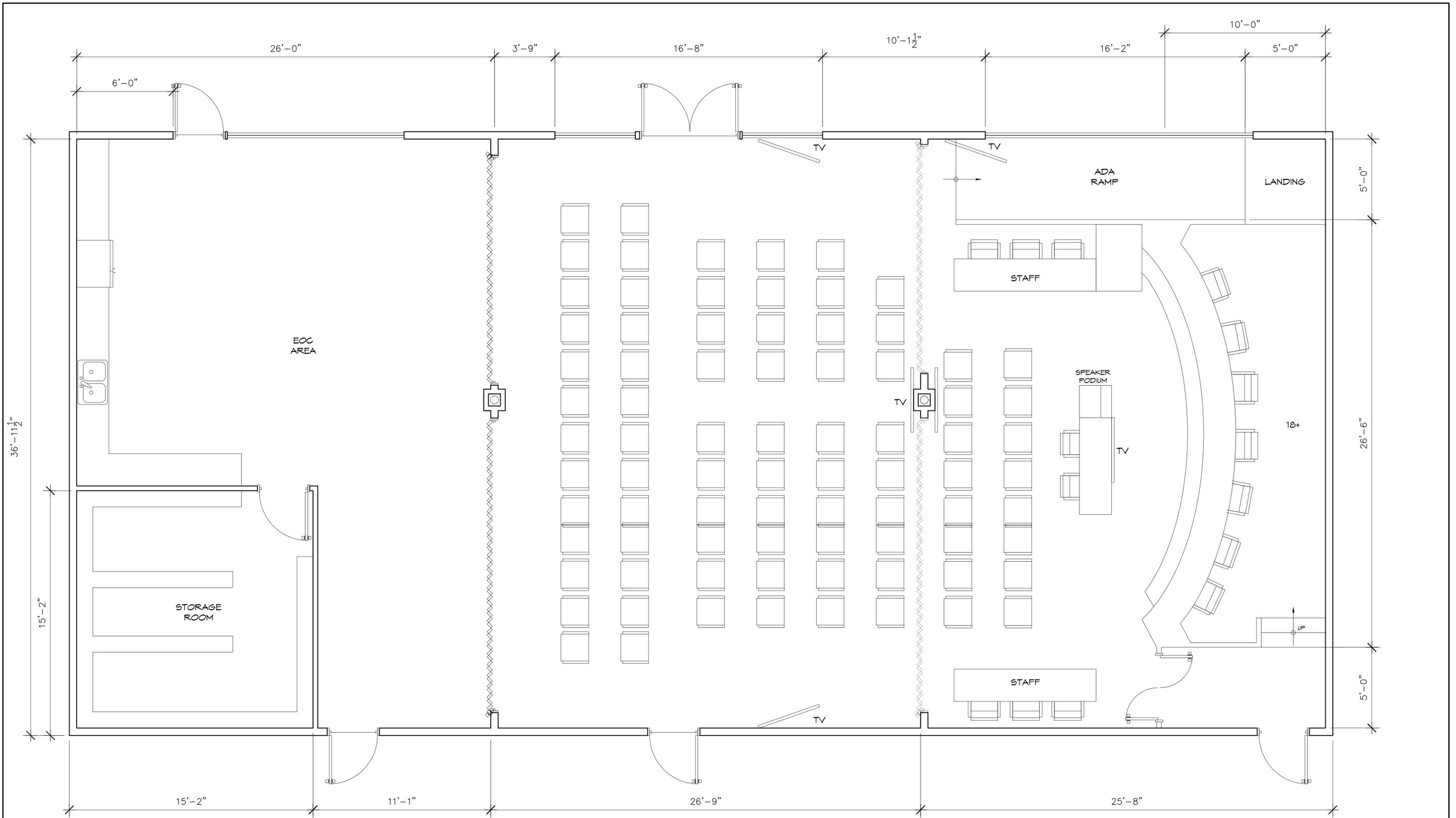
Its: City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name)

Its: City Attorney

[Attach Exhibit A-Tenant Improvements]



City of Wildomar - Proposed Design for Multi-Purpose Rooms - Suites 105, 106 and 107

**WILDOMAR CEMETERY DISTRICT  
REGULAR MEETING MINUTES  
AUGUST 13, 2014**

**CALL TO ORDER**

The regular session of August 13, 2014, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Swanson at 7:55 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

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

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

**PUBLIC COMMENTS**

There were no speakers.

**BOARD COMMUNICATIONS**

There was nothing to report.

**APPROVAL OF THE AGENDA AS PRESENTED**

**A MOTION** was made by Vice Chairman Benoit, seconded by Trustee Walker, to approve the agenda as presented.

**MOTION** carried, 5-0, by the following vote:

YEA: Cashman, Moore, Walker, Vice Chairman Benoit, Chairman Swanson

NAY: None

ABSTAIN: None

ABSENT: None

**4.0 CONSENT CALENDAR**

**A MOTION** was made by Vice Chairman Benoit, seconded by Trustee Walker, to

approve the Consent Calendar as presented.

**MOTION** carried, 5-0, by the following vote:

YEA: Cashman, Moore, Walker, Vice Chairman Benoit, Chairman Swanson

NAY: None

ABSTAIN: None

ABSENT: None

**4.1 Minutes – June 18, 2014 Adjourned Regular Meeting**

Approved the Minutes as presented.

**4.2 Minutes – July 9, 2014 Regular Meeting**

Approved the Minutes as presented.

**4.3 Warrant Register**

Approved the following:

1. Warrant Register dated 07-10-2014, in the amount of \$997.07;
2. Warrant Register dated 07-17-2014, in the amount of \$263.91;
3. Warrant Register dated 07-24-2014, in the amount of \$78.14; &
4. Warrant Register dated 07-31-2014, in the amount of \$1,033.75.

**5.0 PUBLIC HEARINGS**

There were no items scheduled.

**6.0 GENERAL BUSINESS**

There were no items scheduled.

**GENERAL MANAGER REPORT**

There was nothing to report.

**FUTURE AGENDA ITEMS**

There were no items.

**ADJOURN WILDOMAR CEMETERY DISTRICT**

There being no further business Chairman Swanson declared the meeting adjourned at 7:57 p.m.

Submitted by:

Approved by:

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Debbie A. Lee, CMC  
Clerk of the Board

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Marsha Swanson  
Chairman

**WILDOMAR CEMETERY DISTRICT**  
**Agenda Item #4.2**  
**CONSENT CALENDAR**  
**Meeting Date: October 8, 2014**

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**TO:** Chairman and Board of Trustees  
**FROM:** Terry Rhodes, Accounting Manager  
**SUBJECT:** Warrant Registers

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 09-04-2014, in the amount of \$2,766.20;
2. Warrant Register dated 09-11-2014, in the amount of \$3,513.99;
3. Warrant Register dated 09-18-2014, in the amount of \$141.90; &
4. Warrant Register dated 09-25-2014, in the amount of \$149.84.

**DISCUSSION:**

The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

**FISCAL IMPACT:**

These Warrant Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2014-15 Budgets.

**ATTACHMENTS:**

Voucher List 9/04/2014  
Voucher List 9/11/2014  
Voucher List 9/18/2014  
Voucher List 9/25/2014

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203889	10/2/2014	000367 CINTAS CORPORATION	55785268		9/30/2014 STAFF UNIFORM MAINT	36.20
					<b>Total :</b>	<b>36.20</b>
203890	10/2/2014	000608 DEJONG, PETER	92414		9/24/2014 CEMENTERY DRINKING \	12.50
					<b>Total :</b>	<b>12.50</b>
203891	10/2/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER	6941286		8/18/14-9/17/14 CEMETERY WATER	1,455.31
					<b>Total :</b>	<b>1,455.31</b>
203892	10/2/2014	000020 VERIZON	91914		9/19/14-10/18/14 CEMETERY VOICE	106.34
					<b>Total :</b>	<b>106.34</b>
203893	10/2/2014	000219 WESTERN FIRE CO., INC.	50898		9/29/2014 ANNUAL FIRE EXTINGUIS	95.00
					<b>Total :</b>	<b>95.00</b>
5 Vouchers for bank code : wf						<b>Bank total :</b> 1,705.35
5 Vouchers in this report						<b>Total vouchers :</b> 1,705.35

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
203919	10/9/2014	000367 CINTAS CORPORATION	55787833		STAFF UNIFORM MAINTENANCE	36.20
					<b>Total :</b>	<b>36.20</b>
					<b>Bank total :</b>	<b>36.20</b>
					<b>Total vouchers :</b>	<b>36.20</b>
1 Vouchers for bank code : wf						
1 Vouchers in this report						

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203922	10/16/2014	000456 ABLE TREE SERVICE	549461		TREE TRIMMING AND CLEAN-UP FI	1,100.00
					Total :	1,100.00
203923	10/16/2014	000367 CINTAS CORPORATION	55790430		STAFF UNIFORM MAINTENANCE	36.20
					Total :	36.20
203924	10/16/2014	000011 CR&R INC.	275072		OCT 2014 WASTE SERVICES - 3 YC	128.01
					Total :	128.01
203925	10/16/2014	000608 DEJONG, PETER	100814		CEMETERY DRINKING WATER	18.50
					Total :	18.50
203926	10/16/2014	000412 POLYGUARD & CO	38724		CEMETERY DEPARTMENTAL SUPP	3,622.95
					Total :	3,622.95
203927	10/16/2014	000186 RIGHTWAY	55690		10/3/14-10/30/14 CEMETERY RESTF	87.20
					Total :	87.20

6 Vouchers for bank code : wf

Bank total : 4,992.86

6 Vouchers in this report

Total vouchers : 4,992.86

Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203951	10/23/2014	000367 CINTAS CORPORATION	55792974		STAFF UNIFORM MAINTENANCE	36.20
					<b>Total :</b>	<b>36.20</b>
203952	10/23/2014	000631 LABOR READY	18906352		CEMETERY LABOR 9/27/14-10/3/14	599.65
			18917206		CEMETERY LABOR 10/4/14-10/10/14	479.72
					<b>Total :</b>	<b>1,079.37</b>
<b>2 Vouchers for bank code : wf</b>						<b>Bank total : 1,115.57</b>
<b>2 Vouchers in this report</b>						<b>Total vouchers : 1,115.57</b>

Voucher List  
City of Wildomar

10/30/2014 10:30:58AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203974	10/30/2014	000367 CINTAS CORPORATION	55795563		STAFF UNIFORM MAINTENANCE	36.20
					<b>Total :</b>	<b>36.20</b>
203975	10/30/2014	000608 DEJONG, PETER	102214		CEMETERY DRINKING WATER	6.25
					<b>Total :</b>	<b>6.25</b>
203976	10/30/2014	000631 LABOR READY	18956093		CEMETERY LABOR 10/11/14-10/17/14	599.65
					<b>Total :</b>	<b>599.65</b>
203977	10/30/2014	000020 VERIZON	101914		10/19/14-11/18/14 CEMETERY VOICE/INTERNE	6.25
					<b>Total :</b>	<b>6.25</b>
<b>Bank total :</b>						<b>648.35</b>
4 Vouchers for bank code : wf						
4 Vouchers in this report						<b>Total vouchers : 648.35</b>

**WILDOMAR CEMETERY DISTRICT**  
**Agenda Item #4.3**  
**CONSENT CALENDAR**  
**Meeting Date: November 12, 2014**

---

**TO:** Chairman and the Board of Trustees  
**FROM:** Terry Rhodes, Accounting Manager  
**SUBJECT:** Treasurer's Report – September, 2014

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the Treasurer's Report for September, 2014.

**DISCUSSION:**

Attached is the Treasurer's Report for Cash and Investments for the month of September 2014.

**FISCAL IMPACT:**

None at this time.

**ATTACHMENTS:**

Treasurer's Report

**WILDOMAR CEMETERY DISTRICT  
TREASURER'S REPORT FOR  
CASH AND INVESTMENT PORTFOLIO  
September 2014**

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	\$ 125,354.84	\$ 125,354.84	\$ 125,354.84	100.00%	0	0.000%
TOTAL	\$ 125,354.84	\$ 125,354.84	\$ 125,354.84	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	\$ 125,946.53	\$ (591.69)	\$ 0.00	\$ 125,354.84	0.000%
TOTAL	\$ 125,946.53	\$ (591.69)	\$ 0.00	\$ 125,354.84	
TOTAL INVESTMENT	\$ 125,354.84				

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

\_\_\_\_\_  
Terry Rhodes  
Accounting Manager

\_\_\_\_\_  
Date

**WILDOMAR CEMETERY DISTRICT**  
**Agenda Item #6.1**  
**GENERAL BUSINESS**  
**Meeting Date: November 12, 2014**

---

**TO:** Chairman and Board of Trustees

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

**PREPARED BY:** Jason Farag, Assistant Engineer

**SUBJECT:** Use of Cemetery District Property, Parcel 5, as a Temporary Storage Yard for the City's CIP Contractor

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the use of Cemetery District property, Parcel 5 – APN 376-060-031, as a temporary storage yard for the City's Residential Slurry Seal CIP Contractor, American Asphalt South, Inc.

**BACKGROUND:**

The City of Wildomar (City) awarded a Construction Contract on September 10, 2014 to American Asphalt South, Inc. for the Residential Slurry Seal Project. This year's Residential Slurry Seal CIP will improve streets within Windsong area by applying a slurry seal to the existing streets. The contractor has requested from the City a location to temporarily store construction equipment and materials during the duration of the CIP. The City does not own any storage yards. The Cemetery District owns two vacant parcels (APN 376-060-016 and APN 376-060-031) which are potential locations for temporary storage. Staff requests that the Board of Trustees approve the use of Cemetery District property as a temporary storage yard for the City's CIP contractor.

**DISCUSSION:**

If the temporary storage of construction equipment and materials are approved by the Board, then the Cemetery District property, Parcel 5, would be used by the Contractor for a period of approximately one (1) month (November 17, 2014 to December 19, 2014). The site will be maintained, employing good housekeeping and in compliance with the NPDES requirements, by the Contractor during their use and restored to the existing condition upon the completion of their use of the site. As per Section 17.172.200 of the Municipal Code, the Planning Director can conditionally approve this type of temporary use if it is conjunction with the repair or construction of streets, highways, or public utilities, for a period of time not to exceed six months. This conditional approval by the Planning Director would be requested, should the Board approve the use of Parcel 5 as a temporary storage yard for the City's Residential Slurry Seal CIP Contractor.

**FISCAL IMPACTS:**

None