

CITY OF WILDOMAR CITY COUNCIL
AND WILDOMAR CEMETERY DISTRICT AGENDA

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

DECEMBER 9, 2015
Council Chambers
23873 Clinton Keith Road, Suite 106



Ben Benoit, Mayor/Chair
Bridgette Moore, Mayor Pro Tem/Vice Chair
Bob Cashman, Council Member/Trustee
Marsha Swanson, 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 DECEMBER 9, 2015

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

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

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

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

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

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

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

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(1) to confer with legal counsel with regard to the following matters of pending litigation:
 - A. City of Eastvale v. County of Riverside et al; RSC Case No. RIC 1513629
 - B. Bridges et al v. City of Wildomar and Zareh Hookasian; RSC Case No. RIC1512918
2. 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.

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

PRESENTATIONS

Catherine Lara – Girl Scout Gold Award

Fire Department Update

PUBLIC COMMENTS

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

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

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

COUNCIL COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

1.0 CONSENT CALENDAR

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

1.1 Reading of Ordinances

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

1.2 Minutes – November 12, 2015 Regular Meeting

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

1.3 Minutes – November 24, 2015 Special Meeting

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

1.4 Warrant & Payroll Registers

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

1. Warrant Register dated 11-05-2015 in the amount of \$100,412.97;
2. Warrant Register dated 11-05-2015 in the amount of \$8,582.24;
3. Warrant Register dated 11-12-2015 in the amount of \$3,501.18;
4. Warrant Register dated 11-19-2015 in the amount of \$95,503.24;
5. Warrant Register dated 11-25-2015 in the amount of \$623,526.20; &
6. Payroll Register dated 12-01-2015 in the amount of \$76,593.75.

1.5 Treasurer's Report

RECOMMENDATION: Staff recommends that the City Council approve the Treasurer's Report for October, 2015.

1.6 Professional Services Agreement for Bundy Canyon Road Shoulder Improvement Project – HRRR#5484-010

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement with KOA Corporation (KOA) for Engineering Design Services for the Bundy Canyon Road Shoulder Improvement Project.

1.7 Tentative Tract Maps 25122 and 32078 - Final Tract Map Approvals, Subdivision Improvement Agreements, Stormwater Management/BMP Facilities Agreements

RECOMMENDATION: Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE TRACT MAP 25122 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT

2. Adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE TRACT MAP 32078 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT

3. Authorize the City Manger to execute the Stormwater Management/BMP Facilities Agreements for both tracts' Water Quality Management Plans (WQMPs).

1.8 Tentative Tract Map No. 32024

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

1.9 Tentative Tract Map No. 31667

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

1.10 Tentative Tract Map No. 31896

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

1.11 Revised Personnel Rules

RECOMMENDATION: Staff recommends that the City Council adopt the revisions to the Personnel Rules.

1.12 City Manager Contract

RECOMMENDATION: The City Manager Contract Negotiations Ad Hoc Subcommittee recommends that the City Council approve the First Amendment to the Agreement for Employment of City Manager between the City of Wildomar and Gary Nordquist and authorize the Mayor to sign.

1.13 FY 2015/16 California Supplemental Law Enforcement Services Fund (SLESF) Grant Program

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

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, RECOMMENDING THE USE OF \$100,000 FROM THE
2015-16 STATE BUDGET TO PROVIDE FUNDING ADDITIONAL
PUBLIC SAFETY PERSONNEL

1.14 Ordinance No. 112 Second Reading – Villa Siena Development Project (PA 13-0089)

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

ORDINANCE NO. 112
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE FOR
THE VILLA SIENA APARTMENT PROJECT (PLANNING APPLICATION
NO. 13-0089) FROM I-P (INDUSTRIAL PARK) TO R-3 (GENERAL
RESIDENTIAL) FOR A 170-UNIT APARTMENT PROJECT LOCATED AT
THE NORTHEAST CORNER OF ELIZABETH LANE AND PRIELIPP
ROAD (APN: 380-290-029)

1.15 Ordinance No. 113 Second Reading – Zoning Ordinance Amendment No. 15-03 – Mixed Use Ordinance

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

ORDINANCE NO. 113
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE
AMENDMENT NO. 15-03 TO AMEND CHAPTER 17.305 (MIXED-USE
OVERLAY DISTRICT) OF THE WILDOMAR MUNICIPAL CODE

2.0 PUBLIC HEARINGS

2.1 Consideration of Territory to be Annexed to Community Facilities District No. 2013-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2013-1 (Services), Annexation No. 5

RECOMMENDATION: Staff recommends that the City Council:

1. Open the public hearing;
2. Take testimony;
3. Close the public hearing;
4. Adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION FOR THE PURPOSE OF SUBMITTING THE QUESTION OF THE LEVY OF THE PROPOSED SPECIAL TAX TO THE QUALIFIED ELECTORS WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

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

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

3.0 GENERAL BUSINESS

3.1 Street Light Conversion

RECOMMENDATION: Staff recommends that the City Council:

1. Direct staff to continue to participate with WRCOG in the regional street light acquisition program and the SCE streetlight valuation process.
2. Direct staff to establish a Street and Safety Lighting Standards and Guidelines for City owned developer installed metered lighting.
3. Direct staff to condition new development and work with existing developments that have not yet transferred street light ownership to SCE to install City owned street lighting.

3.2 Fourth Amendment to the Franchise Agreement with CR&R

RECOMMENDATION: Staff recommends that the City Council approve and authorize the City Manager to sign the Fourth Amendment To Agreement Between The City Of Wildomar And CR&R Incorporated For The Collection And Transportation Of Solid Waste And Other Specified Services.

3.3 Organic Waste Recycling Program for Waste Management's Service Area

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

RESOLUTION NO.2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA ADOPTING AN ORGANIC WASTE RECYLCING
PROGRAM FOR THE PORTION OF THE CITY WEST OF INTERSTATE
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3.4 Appointment of Mayor and Mayor Pro Tem for 2016

RECOMMENDATION: Staff recommends that the City Council appoint a Mayor and Mayor Pro Tem for 2016.

3.5 Committees, Commissions and Boards Appointments for 2016

RECOMMENDATION: Staff recommends that the City Council review the list of committees, commissions, and board appointments and make appointments, and/or delete Subcommittees as appropriate.

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 – November 12, 2015 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 11-05-2015, in the amount of \$2,104.43;
2. Warrant Register dated 11-12-2015, in the amount of \$622.15;
3. Warrant Register dated 11-19-2015, in the amount of \$951.82; &
4. Warrant Register dated 11-25-2015, in the amount of \$497.72.

4.3 Treasurer's Report

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Treasurer's Report for October, 2015.

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There are no items scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

City Council/Wildomar Cemetery District Regular Meeting Schedule

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

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

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

I, Debbie A. Lee, Wildomar City Clerk, do certify that on December 4, 2015, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

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



Debbie A. Lee, CMC
City Clerk/HR Manager

**CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
NOVEMBER 12, 2015**

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

The closed session of November 12, 2015, of the Wildomar City Council was called to order by Mayor Benoit at 5:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

PUBLIC COMMENTS

There were no speakers.

CLOSED SESSION

City Attorney Jex requested an item to add to the agenda. This came to the attention of Staff after the posting of the agenda and requires immediate action. Around 5:00 p.m. on this date the City received a letter from Martha Bridges, John Burkett, and Gerard Ste. Marie regarding item #2.2 on this agenda. It threatens possible litigation on that item and he would like to discuss it prior to the public hearing item.

A MOTION was made by Mayor Benoit, seconded by Councilwoman Swanson, to add the item to the closed session.

MOTION carried, 5-0, by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

City Attorney Jex read the item:

The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(2) to confer with legal counsel with regard

to one matter of potential exposure to litigation and the facts and circumstances surrounding this matter is the letter the City received from Martha Bridges, Johns Burkett, and Gerard Ste. Marie threatening litigation on the Villa Sienna residential project which is an item on the public hearing agenda for tonight.

City Clerk Lee read the following:

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:
Property: APN 380-050-003; 21854 Palomar St. Wildomar, CA
Agency negotiators: Gary Nordquist and Dan York
Negotiating parties: David Romagnolo
Under negotiation: Instruction regarding price and terms of payment.
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 matters of pending litigation:
 - A. Cornerstone Concerned Area Residents v. City of Wildomar and Cornerstone Community Church; RSC Case No. RIC1500292
 - B. Bridges et al v. City of Wildomar and Zareh Hookasian; RSC Case No. RIC1512918.

The Council convened into closed session at 5:33 p.m. with all Council Members present.

RECONVENE INTO OPEN SESSION

At 6:30 p.m. the City Council reconvened into open session, with all Council Members present.

ANNOUNCEMENTS

City Attorney Jex stated, with respect to item 2.B., the City Council voted unanimously to defend that litigation matter. There is no reportable action from the other items, including the item that was added.

ADJOURN CLOSED SESSION

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

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

The regular meeting of November 12, 2015, of the Wildomar City Council was called to order by Mayor Benoit at 6:31 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

Staff in attendance: City Manager Nordquist, City Attorney Jex, Assistant City Manager York, Planning Director Bassi, Finance Director Riley, Assistant Planner Garcia, Planning Manager Teague, Police Chief Hollingsworth, and City Clerk Lee.

The flag salute was led by Wildomar Boy Scout Troop 332.

PRESENTATIONS

Mayor Benoit and other Dignitaries presented a Proclamations and Certificates to Eagle Scout Anthony Ramos.

There was no Fire Department update.

PUBLIC COMMENTS

Glenn Cople, Original Christmas Tree Lane, spoke regarding this year's festivities.

COUNCIL COMMUNICATIONS

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

APPROVAL OF THE AGENDA AS PRESENTED

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

MOTION carried, 5-0, by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

1.0 CONSENT CALENDAR

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

MOTION carried, 5-0, by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances.

1.2 Minutes – September 23, 2015 Adjourned Regular Meeting

Approved the Minutes as submitted.

1.3 Minutes – October 14, 2015 Regular Meeting

Approved the Minutes as submitted.

1.4 Minutes – October 28, 2015 Adjourned Regular Meeting

Approved the Minutes as submitted.

1.5 Warrant & Payroll Registers

Approved the following:

1. Warrant Register dated 10-08-2015 in the amount of \$145,427.16;
2. Warrant Register dated 10-15-2015 in the amount of \$235,787.66;
3. Warrant Register dated 10-22-2015 in the amount of \$386,371.97;
4. Warrant Register dated 10-29-2015 in the amount of \$1,196,620.60; &
5. Payroll Register dated 11-01-2015 in the amount of \$63,529.61.

1.6 Treasurer's Report

Approved the Treasurer's Report for September, 2015.

1.7 Annexation No. 6 into Community Facilities District No. 2013-1 (Services) for Keusder Homes, Inc. and MSL Orange, LLC (TR 36519)

Adopted a Resolution entitled:

RESOLUTION NO. 2015 - 60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES), ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 6) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.8 Annexation No. 7 into Community Facilities District No. 2013-1 (Services) for Plaza de Bundy Canyon, LLC (PP 10-0222)

Adopted a Resolution entitled:

RESOLUTION NO. 2015 - 61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES), ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 7) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.9 Annexation No. 8 into Community Facilities District No. 2013-1 (Services) for Wildomar Land, LLC (TR 32206)

Adopted a Resolution entitled:

RESOLUTION NO. 2015 - 62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES), ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 8) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.10 Master Drainage Plan Lateral C-1 Project, Acceptance of Charles Street Right of Way

Adopted a Resolution entitled:

RESOLUTION NO. 2015 - 63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING AN OFFER OF DEDICATION FOR

CHARLES STREET

1.11 FY 2015 Emergency Management Performance Grant (EMPG) Program Award

Accepted \$11,313 in funding from Riverside County's FY 2015 EMPG Program and adopt a Resolution entitled:

RESOLUTION NO. 2015 - 64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PARTICIPATION IN THE FY 2015 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR AND ON BEHALF OF THE CITY

1.12 FY 2015 State Homeland Security Program (SHSP) Award

Accepted \$5,605 in funding from Riverside County's FY 2015 State Homeland Security Program (SHSP); and Adopt a Resolution entitled:

RESOLUTION NO. 2015 - 65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PARTICIPATION IN THE FY 2015 STATE HOMELAND SECURITY PROGRAM (SHSP) AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR AND ON BEHALF OF THE CITY

2.0 PUBLIC HEARINGS

2.1 Allocation of Community Development Block Grant (CDBG) Funds for Fiscal Year 2016-2017 Program Year

City Clerk Lee read the title.

Mayor Benoit opened the public hearing.

City Manager Nordquist presented the staff report.

SPEAKERS:

Dorcas Shaktman, Assistant League of Temecula Valley, spoke regarding the request made by the organization and what the monies were used for in the past.

Mayor Benoit gave an update on H.O.P.E.

There being no further speakers Mayor Benoit closed the public hearing.

Council discussion ensued regarding how to divide up the monies.

A MOTION was made by Councilwoman Swanson, seconded by Councilman Walker, to split the funds equally between Assistance League of Temecula Valley (ALTV) and Helping Our People in Elsinore, Inc. (H.O.P.E.), with each receiving \$9,811; and adopt a Resolution entitled:

RESOLUTION NO. 2015 - 66
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
2016-2017

MOTION carried, 5-0, by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

2.2 Villa Sienna Apartment Project

City Clerk Lee read the title.

Mayor Benoit opened the public hearing.

Planning Director Bassi presented the staff report. He added that a letter was received from Martha Bridges, John Burkett, and Gerard Ste. Marie.

The Applicant spoke regarding the project. He also turned in transcribed minutes from the Planning Commission for the record.

SPEAKERS:

Carol Close, resident, stated she is still concerned about the drainage and the traffic coming from Jackson.

Gary Andre, resident, stated the disadvantages to palm trees and the problem with garages becoming storage units so there is a parking issue.

Joseph Morabito, resident, stated he feels these will not be affordable and there will be traffic issues.

The Applicant commented on the issues brought up.

Discussion ensued regarding traffic issues.

There being no further speakers Mayor Benoit closed the public hearing.

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

RESOLUTION NO. 2015 - 67
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (SCH# 20144011081), INCLUDING ADOPTION OF FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE VILLA SIENA APARTMENT PROJECT (PLANNING APPLICATION NO. 13-0089) CONSISTING OF A GENERAL PLAN AMENDMENT FROM MHDR TO VHDR, A CHANGE OF ZONE FROM I-P TO R-3, AND A PLOT PLAN TO DEVELOP A 170-UNIT APARTMENT PROJECT, SUBJECT TO CONDITIONS LOCATED AT THE NORTHEAST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-290-029)

MOTION carried, 5-0, by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

A MOTION was made by Councilwoman Swanson, seconded by Mayor Pro Tem Moore, to adopt a Resolution entitled:

RESOLUTION NO. 2015 - 68
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT FOR THE VILLA SIENA APARTMENT PROJECT

(PLANNING APPLICATION NO. 13-0089) TO CHANGE THE EXISTING LAND USE DESIGNATION FROM MEDIUM HIGH DENSITY RESIDENTIAL (MHDR) TO VERY HIGH DENSITY RESIDENTIAL (VHDR) FOR A 170-UNIT APARTMENT PROJECT LOCATED AT THE NORTHEAST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-290-029)

MOTION carried, 5-0, by the following vote:

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

A MOTION was made by Mayor Pro Tem Moore, seconded by Councilwoman Swanson, to Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 112
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE FOR THE VILLA SIENA APARTMENT PROJECT (PLANNING APPLICATION NO. 13-0089) FROM I-P (INDUSTRIAL PARK) TO R-3 (GENERAL RESIDENTIAL) FOR A 170-UNIT APARTMENT PROJECT LOCATED AT THE NORTHEAST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-290-029)

MOTION carried, 5-0, by the following vote:

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

A MOTION was made by Mayor Pro Tem Moore, seconded by Councilman Walker, to adopt, with the addition of compliance with California Building Code Chapter 7A, California Residential Code Section R327, California Reference Standards Code Chapter 12 F 7A, and California Fire Code Chapter 49, and all other Codes that would applicable to this project, a Resolution entitled:

RESOLUTION NO. 2015 - 69
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING A PLOT PLAN
(PLANNING APPLICATION NO. 13-0089) FOR THE
DEVELOPMENT OF A 170-UNIT APARTMENT PROJECT (VILLA
SIENA APARTMENT PROJECT), SUBJECT TO CONDITIONS,
LOCATED AT THE NORTHEAST CORNER OF ELIZABETH LANE
AND PRIELIPP ROAD (APN: 380-290-029)

MOTION carried, 5-0, by the following vote:

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

**2.3 Zoning Ordinance Amendment No. 15-03 - Amending Chapter 17.305
(Mixed-Use Overlay District) of the Wildomar Municipal Code**

City Clerk Lee read the title.

Mayor Benoit opened the public hearing.

Planning Director Bassi presented the staff report.

There being no speakers Mayor Benoit closed the public hearing.

A MOTION was made by Councilman Walker, seconded by Mayor Pro
Tem Moore, to Introduce and approve first reading of an Ordinance
entitled:

ORDINANCE NO. 113
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE
AMENDMENT NO. 15-03 TO AMEND CHAPTER 17.305 (MIXED-USE
OVERLAY DISTRICT) OF THE WILDOMAR MUNICIPAL CODE

MOTION carried, 5-0, by the following vote:

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

ABSENT: None

3.0 GENERAL BUSINESS

3.1 Water Efficient Landscape Conservation Resolution

City Clerk Lee read the title.

Planning Director Bassi presented the staff report.

A MOTION was made by Councilwoman Swanson, seconded by Mayor Pro Tem Moore, to adopt a Resolution entitled:

RESOLUTION NO. 2015 - 70
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING ELSINORE VALLEY MUNICIPAL WATER
DISTRICT'S (EVMWD) WATER EFFICIENT LANDSCAPE STANDARDS
AS A SUPPLEMENT TO THE CITY'S EXISTING WATER EFFICIENT
LANDSCAPE STANDARDS (SECTION 17.276 OF THE WMC)

MOTION carried, 3-2, by the following vote:

YEA: Swanson, Mayor Pro Tem Moore, Mayor Benoit

NAY: Cashman, Walker

ABSTAIN: None

ABSENT: None

3.2 SB 107 Related Agreement with Riverside County

City Clerk Lee read the title.

City Manager Nordquist presented the staff report.

A MOTION was made by Councilwoman Swanson, seconded by Mayor Pro Tem Moore, to approve that certain agreement entitled "Agreement for Accord and Satisfaction Related to the Forgiveness of Certain Monetary Obligations" between the County of Riverside and the City of Wildomar and authorize the Mayor to execute the Agreement on behalf of the City in substantially the form presented to the Council.

MOTION carried, 5-0, by the following vote:

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

3.3 City Manager Contract Ad Hoc Subcommittee

City Clerk Lee read the title and presented the staff report.

It was the consensus of the City Council to form an Ad Hoc Subcommittee and appoint two Councilwoman Swanson and Mayor Benoit to the Subcommittee to meet with the City Manager to negotiate a new contract. This Ad Hoc Subcommittee will dissolve when the new contract is adopted by the City Council.

CITY MANAGER REPORT

City Manager Nordquist presented the City Manager report.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN THE CITY COUNCIL

There being no further business Mayor Benoit declared the meeting adjourned at 8:46 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Ben Benoit
Mayor

**CITY OF WILDOMAR
CITY COUNCIL SPECIAL MEETING MINUTES
NOVEMBER 24, 2015**

CALL TO ORDER – SPECIAL MEETING - 8:00 A.M.

The Special Meeting of November 24, 2015, of the Wildomar City Council was called to order by Mayor Benoit at 8:01 a.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

Assistant City Manager York led the flag salute.

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)(1) to confer with legal counsel with regard to the following matter of pending litigation: City of Eastvale v. County of Riverside et al; RSC Case No. RIC 1513629.

The Council convened into closed session at 8:02 a.m. with Council Members Cashman and Swanson absent.

RECONVENE INTO OPEN SESSION

At 8:27 a.m. the City Council reconvened into open session, with Council Members Cashman and Swanson absent.

ANNOUNCEMENTS

City Attorney Jex stated the City Council voted unanimously, 3-0-1, to defend that litigation matter.

ADJOURNMENT

There being no further business Mayor Benoit declared the meeting adjourned at 8:28 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Ben Benoit
Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.4
CONSENT CALENDAR
Meeting Date: December 9, 2015

TO: Mayor and City Council Members
FROM: James Riley, Finance Director
PREPARED BY: Rochelle Johnson, Acting Accounting Manager
SUBJECT: Warrant and Payroll Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated 11-05-2015 in the amount of \$100,412.97;
2. Warrant Register dated 11-05-2015 in the amount of \$8,582.24;
3. Warrant Register dated 11-12-2015 in the amount of \$3,501.18;
4. Warrant Register dated 11-19-2015 in the amount of \$95,503.24;
5. Warrant Register dated 11-25-2015 in the amount of \$623,526.20; &
6. Payroll Register dated 12-01-2015 in the amount of \$76,593.75.

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 and Fiscal Year 2015-16 Budgets.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Voucher List 11/05/15(2)
Voucher List 11/12/15
Voucher List 11/19/15
Voucher List 11/25/15
Payroll Register 12/01/15

Voucher List
City of Wildomar

11/05/2015 4:18:30PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205435	11/5/2015	000660 ACCOUNTEMPS	44265140		WE 10/23/15 ACCTING CONTRACTUAL SVCS	719.20
					Total :	719.20
205436	11/5/2015	000554 AT & T	102815		TELEPHONE LONG DIST P/E 10/28/15	37.58
					Total :	37.58
205437	11/5/2015	000008 AT&T MOBILITY	x10282015		9/21/15-10/20/15 COUNCIL MOBILE PHONE	114.26
					Total :	114.26
205438	11/5/2015	000655 BIDWELL, DAN	110415		PLANNING COMMISSION MEETING 8/19, 10/14	225.00
					Total :	225.00
205439	11/5/2015	000617 BROWN, GARY D	110415		PLANNING COMMISSION MEETING 8/19, 9/16 &	225.00
					Total :	225.00
205440	11/5/2015	000080 BURKE, WILLIAMS AND SORENSON,, LLP	193683		SEPT 2015 LEGAL FEES	55,249.20
					Total :	55,249.20
205441	11/5/2015	000188 CALIFORNIA MUNICIPAL, STATISTICS, INC.	15101904		DIRECT & OVERLAPPING DEBT STMT AS OF 6/3	475.00
					Total :	475.00
205442	11/5/2015	000028 CALPERS	103015		10/17/15-10/30/15 BENEFIT CONTRIBUTION	5,967.92
					Total :	5,967.92
205443	11/5/2015	000785 CORELOGIC SOLUTIONS, LLC	81624221		SEPT 2015 CODE ENFORCEMENT SOFTWARE	216.00
					Total :	216.00
205444	11/5/2015	000336 CSMFO	DZG57935		CSMFO 2016 MEMBERSHIP DUES - FINANCE MGR	110.00
					Total :	110.00
205445	11/5/2015	000012 ELSINORE VALLEY MUNICIPAL, WATER DIST	7679896 7679897		9/05/15-10/05/15 WATER ZONE 52 LOC 1 9/05/15-10/05/15 WATER ZONE 29 LOC 02	75.08 65.38

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205445	11/5/2015	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	(Continued)			
			7679898		9/05/15-10/05/15 WATER ZONE 71 LOC 01	114.26
			7679899		9/05/15-10/05/15 WATER MARNA O'BRIEN	8,616.60
			7683822		9/08/15-10/08/15 WATER ZONE 3 LOC 7 M1	86.40
			7683823		9/08/15-10/08/15 WATER HERITAGE PARK (AU	398.76
			7687613		9/10/15-10/09/15 WATER ZONE 3 LOC 25 M1	342.05
			7687614		9/10/15-10/09/15 WATER ZONE 3 LOC 25 M2	314.39
			7687615		9/10/15-10/09/15 WATER ZONE 3 LOC 24 M1	593.01
					Total :	10,605.93
205446	11/5/2015	000342 FENCE MASTERS	510301B		REPAIR/REPLACE CHAIN LINK FENCE/HANDRAIL	789.00
					Total :	789.00
205447	11/5/2015	000854 GOVERNMENT STAFFING SVCS INC, DBA MU	126072		10/19/15-11/1/15 ACCOUNTANT CONTRACTUAL	4,400.00
					Total :	4,400.00
205448	11/5/2015	000793 JAMES R. RILEY, C.P.A.	110315		OCT 2015 INTERIM FIN DIR SVCS	4,125.00
					Total :	4,125.00
205449	11/5/2015	000304 JOE A. GONSALVES & SON	25664		NOV 2015 CONTRACTUAL LEGISLATIVE ADVOCAC	3,000.00
					Total :	3,000.00
205450	11/5/2015	000661 JOHNSON, ROCHELLE	11/8/15		10/25/15-11/08/15 ACCOUNTING CONTRACTUAL	3,600.00
					Total :	3,600.00
205451	11/5/2015	000222 LANGWORTHY, VERONICA	110415		PLANNING COMMISSION MEETING 8/19, 9/16,	300.00
					Total :	300.00
205452	11/5/2015	000879 LLOYD, JOHN	110415		PLANNING COMMISSION MEETING 10/21/15	75.00

Voucher List
City of Wildomar

11/05/2015 4:18:30PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205452	11/5/2015	000879	000879 LLOYD, JOHN		(Continued)	Total : 75.00
205453	11/5/2015	000599	MV CHENG & ASSOCIATES INC	10/31/2015	OCT 2015 CONTRACTUAL ADMIN ASST SVCS	3,975.00 Total : 3,975.00
205454	11/5/2015	000026	PROTECTION RESCUE SECURITY, SERVICES	15-303-T	10/1/15-10/31/15 SECURITY SERVICES	675.00 Total : 675.00
205455	11/5/2015	000186	RIGHTWAY	94695	10/22/15-11/18/15 WINDSONG PARK	174.10 Total : 174.10
205456	11/5/2015	000880	SAND, MIKE	110215	REFUND OF UNUSED DEPOSIT FUNDS	857.67 Total : 857.67
205457	11/5/2015	000217	SITE CREATORS	1711 1717	2ND QTR 2015 WEBSITE SUPPORT 3RD QTR 2015 WEBSITE SUPPORT	1,210.00 1,100.00 Total : 2,310.00
205458	11/5/2015	000223	SMITH, STAN	110415	PLANNING COMMISSION MEETING 8/19, 9/16,	300.00 Total : 300.00
205459	11/5/2015	000790	SPARKLETTS	102415	CITY ALL DRINKING WATER THROUGH 10/22/15	32.12 Total : 32.12
205460	11/5/2015	000539	SWANN, BOBBY	110415	PLANNING COMMISSION MEETING 8/19/15	75.00 Total : 75.00
205461	11/5/2015	000749	VANTAGEPOINT TRANSFER AGENTS, 307207	102058362	ICMA-RC REMITTANCE	1,610.00 Total : 1,610.00
205462	11/5/2015	000020	VERIZON	102215	10/22/15-11/21/15 FIOS INTERNET CHARGES	169.99 Total : 169.99
28 Vouchers for bank code : wf						Bank total : 100,412.97
28 Vouchers in this report						Total vouchers : 100,412.97

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205463	11/5/2015	000006 WELLS FARGO PAYMENT REMITTANCE, CEN	100115		NON-DEPT DEPT SUPPLIES	52.01
			100415		APA CONFERENCE EXPENSE	150.00
			100515		APA CONFERENCE EXPENSE	81.31
			100515		APA CONFERENCE EXPENSE - TO BE REVERSED	434.30
			100715		STATE OF THE CITY 2015 SUPPLIES	93.29
			101315		APA CONFERENCE EXPENSE	100.66
			101515		FIRE STATION EXPENSE	82.08
			1095739		LEAGUE OF CA 2015 CONFERENCE	207.18
			1096187		LEAGUE OF CA 2015 CONFERENCE	414.36
			1096188		LEAGUE OF CA 2015 CONFERENCE	414.36
			1605		APA CONFERENCE EXPENSE	393.90
			165261		STATE OF THE CITY PRESENTATION SOFTWARE	49.00
			2029807		FIRE STATION EXPENSE	442.00
			2213		LAKE ELSINORE STATE OF THE CITY	123.00
			228382		MEETING WITH SCE	46.99
			2-61609		STATE OF THE CITY 2015 TABLES/CHAIRS	978.87
			2910		GAS - LAWN EQUIPMENT	59.00
			4221552		STATE OF THE CITY 2015 SWAG	1,157.38
			44139902		BLDG & SAFETY ONLINE PAYMENT PROCESSING	59.95
			4549		RECYCLE ONLY STICKERS (\$35 TO BE REFUNDE	64.35
			520		APA CONFERENCE EXPENSE	553.21
			5276786608643		TILE PAINTING SUPPLIES	89.55
			702		GAS - EQUIPMENT	59.00
			7926		STATE OF THE CITY 2015 - BADGES/STATIONA	56.99
			795840448		CITY CLERK & NON-DEPT OFFICE SUPPLIES	146.64
			8249		ENV HEALTH PERMIT 10/24/15 TRUNK OR TREA	95.00
			92115		DATA CHARGE - COMMUNICATION	62.99
			92615		WIX.COM	299.00
			93015		LEAGUE OF CA 2015 CONFERENCE	62.94
			EVR0041398		APA CONFERENCE EXPENSE	110.00

Voucher List
City of Wildomar

11/09/2015 2:05:28PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205463	11/5/2015	000006 WELLS FARGO PAYMENT REMITTANCE, CEN	(Continued) H5NOEI		LEAGUE OF CA CONF - TRAVEL - MAYOR	223.50
			H77OE7		LEAGUE OF CA CONF - TRAVEL - CITY MANAGE	223.50
			HDAOED		LEAGUE OF CA CONF - TRAVEL - CITY MANAGE	226.00
			HMN07N		LEAGUE OF CA CONF - TRAVEL - MAYOR	226.00
			HQA0Y8		LEAGUE OF CA CONF - TRAVEL - COUNCIL MEM	223.50
			HWK0EG		LEAGUE OF CA CONF - TRAVEL - COUNCIL MEM	226.00
Total :						8,287.81
205464	11/5/2015	000006 WELLS FARGO PAYMENT REMITTANCE, CEN	100615		APA CONFERENCE EXPENSE	46.00
			100715		DRY CLEAN CITY TABLECLOTH	16.00
			101315		NON-DEPT DEPT SUPPLIES	18.99
			107		LEAGUE OF CA 2015 CONFERENCE	27.00
			1802		LEAGUE OF CA 2015 CONFERENCE	17.92
			2225		LAKE ELSINORE STATE OF THE CITY	33.00
			2363980		COUNCIL CHAMBERS - STORAGE BOX FOR ELECT	6.99
			2897		GAS - DIESEL	39.00
			69670		LEAGUE OF CA 2015 CONFERENCE	25.84
			92315		NON-DEPT POSTAGE	27.35
			92815		DNH GO DADDY	36.34
Total :						294.43
2 Vouchers for bank code : wf						Bank total : 8,582.24
2 Vouchers in this report						Total vouchers : 8,582.24

11/11/2015 3:39:40PM

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205465	11/12/2015	000660 ACCOUNTEMPS	44319309		WE 10/30/15 ACCTING CONTRACTUAL SVCS	719.20
					Total :	719.20
205466	11/12/2015	000011 CR&R INC.	283449		10/12/15 DUMP 40 YRD BOX & DISPOSAL FEE	528.51
			283482		11/1/15 4 YD BOX - BASEBALL FIELD	145.30
					Total :	673.81
205467	11/12/2015	000016 INNOVATIVE DOCUMENT SOLUTIONS	161404		10/1/15-10/31/15 CONTRACT COPIER SVC, MA	644.84
					Total :	644.84
205468	11/12/2015	000147 MARATHON REPROGRAPHICS	97471		WILDOMAR MDP CIP 023	31.86
					Total :	31.86
205469	11/12/2015	000283 RIVERSIDE COUNTY CLERK	110515		FILING FEE - NOTICE OF DETERMINATION CEQ	50.00
					Total :	50.00
205470	11/12/2015	000464 SOUTHWEST HEALTHCARE SYSTEM	WI011		POLICE DEPT EXAM 10/11/15 CASE #WI152830	900.00
					Total :	900.00
205471	11/12/2015	000215 THE PRESS-ENTERPRISE	10105363		PUBLIC NOTICE - #13-0089 GPA, CZ, PA, PP	139.20
			10105366		PUBLIC NOTICE - ZOA NO. 15-03	105.60
					Total :	244.80
205472	11/12/2015	000437 VERIZON WIRELESS	9752726766		8/25/15-10/22/15 DATA INTERNET CHARGES	-69.89
			9754370918		10/23/15-11/22/15 DATA INTERNET CHARGES	158.54
			9754370919		10/23/15-11/22/15 DATA INTERNET CHARGES	76.02
					Total :	164.67
205473	11/12/2015	000139 WILDOMAR CHAMBER OF COMMERCE	572		NOV 2015 CHAMBER MONTHLY BREAKFAST	72.00
					Total :	72.00

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>
9		Vouchers for bank code : wf				Bank total : 3,501.18
9		Vouchers in this report				Total vouchers : 3,501.18

Voucher List
City of Wildomar

11/19/2015 3:20:58PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205475	11/19/2015	000031 AFLAC, REMITTANCE PROCESSING, CENTER	622875		NOV 2015 MEDICAL INS. BENEFIT	1,335.94
Total :						1,335.94
205476	11/19/2015	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	SEPT'15		SEPT 2015 ANIMAL CONTROL SERVICE	5,600.00
Total :						5,600.00
205477	11/19/2015	000389 BRIAN'S LIVE BEE REMOVAL, SERVICE	1115-303		BEE REMOVAL SVC & FOLLOW-UP - VALVE BOX	175.00
Total :						175.00
205478	11/19/2015	000022 EDISON	102215		8/28/15-10/19/15 ELECTRIC - ZONE	939.05
			102915A		9/28/15-10/28/15 ELECTRIC - BASEBALL FIE	49.03
			102915B		9/28/15-10/28/15 ELECTRIC - 21400 PALOMA	124.18
			110315A		10/01/15-11/01/15 ELECTRIC - CSA 103 PAL	40.84
			110315B		10/01/15-11/01/15 ELECTRIC - CITY LAMPS	94.85
			110615A		10/01/15-11/01/15 ELECTRIC - WILDOMAR CI	201.96
			110615B		10/01/15-11/01/15 ELECTRIC - WILDOMAR CI	58.03
			110615C		10/01/15-11/01/15 ELECTRIC - CSA 22	3,097.37
			110615D		9/14/15-11/01/15 ELECTRIC - CSA 103	13,910.38
			110615E		10/01/15-11/01/15 ELECTRIC	13.72
			110715		10/01/15-11/01/15 ELECTRIC CSA 142	1,982.30
Total :						20,511.71
205479	11/19/2015	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	7690985		9/11/15-10/12/15 WATER ZONE 42 LOC 01 M1	330.20
			7690986		9/11/15-10/12/15 WATER ZONE 42 LOC 03 M3	137.97
			7690987		9/11/15-10/12/15 WATER ZONE 42 LOC 02 M2	203.84
			7697657		9/14/15-10/15/15 WATER ZONE 3 LOC 23 M1	298.95
			7697658		9/14/15-10/15/15 WATER ZONE 30 LOC 2	78.29
			7697659		9/14/15-10/15/15 WATER ZONE 3 LOC 49 M1	77.76

Voucher List
City of Wildomar

11/19/2015 3:20:58PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205479	11/19/2015	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	(Continued)			
			7697660		9/14/15-10/15/15 WATER ZONE 51 LOC 1	85.34
			7697661		9/14/15-10/15/15 WATER BASEBALL FIELD	878.43
			7697662		9/14/15-10/15/15 WATER WINDSONG PARK	524.73
			7697663		9/14/15-10/15/15 WATER ZONE 3 LOC 29 M1	762.07
			7697664		9/14/15-10/15/15 WATER ZONE 3 LOC 29 M2	152.49
			7697665		9/14/15-10/15/15 WATER ZONE 30 LOC 1	163.72
			7697666		9/14/15-10/15/15 WATER ZONE 3 LOC 42 & 4	170.11
			7697667		9/14/15-10/15/15 WATER 22450 1/2 CERVERA	206.75
			7697668		9/14/15-10/15/15 WATER 22450 CERVERA	545.49
			7697669		9/14/15-10/15/15 WATER ZONE 62 22933 DEL	150.18
			7704423		9/17/15-10/16/15 WATER ZONE 3 LOC 35 M1	110.78
					Total :	4,877.10
205480	11/19/2015	000854 GOVERNMENT STAFFING SVCS INC, DBA MU	126101		11/2/15-11/15/15 ACCOUNTANT CONTRACTUAL	4,400.00
					Total :	4,400.00
205481	11/19/2015	000769 ICMA MEMBERSHIP	111815		1/1/16-12/31/16 MEMBERSHIP RENEWAL CITY	1,400.00
					Total :	1,400.00
205482	11/19/2015	000661 JOHNSON, ROCHELLE	11/19/2015		11/09/15-11/19/15 ACCOUNTING CONTRACTUAL	3,600.00
					Total :	3,600.00
205483	11/19/2015	000083 LSL CPAS	16069		PROF SVCS: GANN LIMIT LTR / GASB 68 TEST	1,950.00
					Total :	1,950.00
205484	11/19/2015	000084 MUNISERVICES, LLC	39590		SALES & USE TAX REPORTING SYST SUTA QTR	768.80

Voucher List
City of Wildomar

11/19/2015 3:20:58PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205484	11/19/2015	000084 000084 MUNISERVICES, LLC			(Continued)	Total : 768.80
205485	11/19/2015	000018 ONTRAC	8316577		SHIPPING RELATED COSTS	82.85
						Total : 82.85
205486	11/19/2015	000185 PITNEY BOWES	110615		POSTAGE METER REFILL 10/7/15	1,008.50
						Total : 1,008.50
205487	11/19/2015	000185 PITNEY BOWES	301800		DELUXE CLEANING KIT	67.74
						Total : 67.74
205488	11/19/2015	000042 PV MAINTENANCE, INC.	005-175 005-175A 005-175B 005-175C		OCT 2015 CONTRACTUAL SVCS OCT 2015 CONTRACTUAL SVCS OCT 2015 CONTRACTUAL SVCS OCT 2015 CONTRACTUAL SVCS	35,181.66 541.64 1,483.50 541.64
						Total : 37,748.44
205489	11/19/2015	000242 SWRCB	WD0113364		ANNUAL PERMIT FEE 7/1/15-6/30/16	11,448.00
						Total : 11,448.00
205490	11/19/2015	000378 TEMECULA VALLEY PIPE & SUPPLY	545812		WINDSONG PARK DEPT SUPPLIES	108.64
						Total : 108.64
205491	11/19/2015	000020 VERIZON	110115A 110115B		11/1/15-11/30/15 OFFICE TELEPHONE CHARGE 11/1/15-11/30/15 TELEPHONE CHARGES	372.55 47.97
						Total : 420.52
17 Vouchers for bank code : wf						Bank total : 95,503.24
17 Vouchers in this report						Total vouchers : 95,503.24

Voucher List
City of Wildomar

11/25/2015 1:21:27PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205497	11/25/2015	000660 ACCOUNTEMPS	44373558		WE 11/06/15 ACCTING CONTRACTUAL SVCS	719.20
			44408707		WE 11/13/15 ACCTING CONTRACTUAL SVCS	719.20
Total :						1,438.40
205498	11/25/2015	000894 ACTUARIAL & FINANCIAL, CONSULTING	112315		8/25/15-11/23/15 POST RETIRE MED BENEFIT	2,270.00
Total :						2,270.00
205499	11/25/2015	000312 ADAME LANDSCAPE, INC.	63505		NOVEMBER 2015 MTHLY LANDSCAPE MAINT CSA1	125.00
Total :						125.00
205500	11/25/2015	000033 AMERICAN FORENSIC NURSES	66963		BLOOD DRAW (1)	40.00
			67000		BLOOD DRAW (1)	40.00
			67028		BLOOD DRAW (3) DRY RUN (1)	140.00
Total :						220.00
205501	11/25/2015	000008 AT&T MOBILITY	X11202015		11/13/15-12/12/15 COUNCIL MOBILE PHONE	80.37
Total :						80.37
205502	11/25/2015	000034 BIO-TOX LABORATORIES	31166		RC SHERIFF - LAB SERVICES	125.10
			31167		RC SHERIFF - LAB SERVICES	152.00
			31212		RC SHERIFF - LAB SERVICES	502.00
Total :						779.10
205503	11/25/2015	000028 CALPERS	1896		DEC 2015 MEDICAL PREMIUM	13,639.10
Total :						13,639.10
205504	11/25/2015	000493 COAST RECREATION, INC.	10656		PARK DEPT SUPPLIES	787.93
Total :						787.93
205505	11/25/2015	000785 CORELOGIC SOLUTIONS, LLC	81626743		OCT 2015 CODE ENFORCEMENT SOFTWARE	195.00
Total :						195.00
205506	11/25/2015	000068 COUNTY OF RIVERSIDE, FIRE DEPARTMENT	232285		7/1/15-9/30/15 FIRE PROTECTION SERVICES	503,121.39

Voucher List
City of Wildomar

11/25/2015 1:21:27PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205506	11/25/2015	000068	000068 COUNTY OF RIVERSIDE, FIRE DEPARTM (Continued)			Total : 503,121.39
205507	11/25/2015	000035	COUNTY OF RIVERSIDE, TLMA	TL0000011959	OCT 2015 SLF COSTS FY16	671.84
						Total : 671.84
205508	11/25/2015	000002	CRYSTAL CLEAN MAINTENANCE	1103D	NOV 2015 JANITORIAL SERVICES - CITY HALL	998.00
						Total : 998.00
205509	11/25/2015	000037	DATA TICKET, INC.	66135	OCT 2015 CODE ENF. CITATION PROCESSING	200.00
				66321	OCT 2015 DAILY CITE PROCESSING	150.00
						Total : 350.00
205510	11/25/2015	000058	DEPARTMENT OF JUSTICE	128114	AUGUST 2015 POLICE BLOOD ALCOHOL ANALYSI	70.00
				128694	SEPT 2015 POLICE BLOOD ALCOHOL ANALYSIS	70.00
						Total : 140.00
205511	11/25/2015	000027	DIRECT TV	27141446471	11/12/15-12/11/15 CABLE SERVICES - CITY	110.98
						Total : 110.98
205512	11/25/2015	000022	EDISON	111815	9/18/15-11/16/15 ELECTRIC SVC	5,282.22
				111915	10/19/15-11/18/15 WILDOMAR 31160 CK LS3	15.41
						Total : 5,297.63
205513	11/25/2015	000012	ELSINORE VALLEY MUNICIPAL, WATER DISTF	7729845	10/05/15-11/05/15 WATER ZONE 51 LOC 1	76.87
				7729846	10/05/15-11/05/15 WATER ZONE 29 LOC 02	126.06
				7729847	10/05/15-11/05/15 WATER ZONE 71 LOC 01	123.50
				7729848	10/05/15-11/05/15 WATER MARNA O'BRIEN	4,311.00
				7733744	10/08/15-11/06/15 WATER ZONE 3 LOC 7 M1	148.60
				7733745	10/08/15-11/06/15 WATER HERITAGE PARK (A	360.75

Voucher List
City of Wildomar

11/25/2015 1:21:27PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205513	11/25/2015	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	(Continued) 7737532		10/09/15-11/09/15 WATER ZONE 3 LOC 25 M1	354.32
			7737533		10/09/15-11/09/15 WATER ZONE 3 LOC 25 M2	1,298.43
			7737534		10/09/15-11/09/15 WATER ZONE 3 LOC 24 M1	824.87
Total :						7,624.40
205514	11/25/2015	000685 GREAT AMERICA FINANCIAL SERVIC	178655433		2 - CANON COPIER SYSTEMS - NOV 2015	405.01
Total :						405.01
205515	11/25/2015	000499 INLAND EMPIRE LANDSCAPE INC	8476 8657		AUG 2015 LANDSCAPE MAINTENANCE OCT 2015 LANDSCAPE MAINTENANCE	9,298.02 7,964.33
Total :						17,262.35
205516	11/25/2015	000431 MOORE, BRIDGETTE	214 352980 529700404644		REIMBURSEMENT FOR SANDBAG EVENT SUPPLIES REIMBURSEMENT FOR SANDBAG EVENT SUPPLIES REIMBURSEMENT FOR TRUNK OR TREAT EVENT S	13.08 68.92 49.76
Total :						131.76
205517	11/25/2015	000185 PITNEY BOWES	787166		12/16/15-3/15/16 POSTAGE METER RENTAL	97.20
Total :						97.20
205518	11/25/2015	000026 PROTECTION RESCUE SECURITY, SERVICES 15-328-T			11/1/15-11/30/15 PARK SECURITY SERVICE	675.00
Total :						675.00
205519	11/25/2015	000606 RING CENTRAL	78425		11/21/15-11/20/16 ANNUAL PHONE LINES	8,658.97
Total :						8,658.97
205520	11/25/2015	000853 SEMILLA LANDSCAPE CORPORATION	CW1115	0000146	EXTENTION OF EMERGENCY PURCHASE ORDER (O	4,500.00
Total :						4,500.00

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205521	11/25/2015	000529 SIEMENS INDUSTRY, INC	5610011627		OCT 2015 TRAFFIC SIGNAL MAINTENANCE	1,576.40
			5620002843		BUNDY CANYON & THE FARM ROAD	6,144.47
			5620002844		CORYDON & MISSION TRAIL	1,107.61
			5620008087		OCT 2015 TRAFFIC SIGNAL RESPONSE	736.12
			5620009035		CALL OU PALOMAR & GRUWELL	2,589.95
					Total :	12,154.55
205522	11/25/2015	000435 STRATA OAK, LLC C/O STRATA, EQUITY GROU	120115		DEC 2015 CITY HALL MONTHLY LEASE	22,374.50
					Total :	22,374.50
205523	11/25/2015	000064 TYLER TECHNOLOGIES	045-147543		1/1/16-12/31/16 SOFTWARE SUPPORT	19,370.31
					Total :	19,370.31
205524	11/25/2015	000020 VERIZON	110715		11/7/15-12/6/15 TELEPHONE CHARGES	47.41
					Total :	47.41
28 Vouchers for bank code : wf						Bank total : 623,526.20
28 Vouchers in this report						Total vouchers : 623,526.20

City of Wildomar
Payroll Warrant Register
12/1/2015

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
11/18/2015	Payroll People	10/31/2015-11/13/2015	31,250.63
12/2/2015	Payroll People	11/14/2015-11/27/2015	43,931.61
11/30/2015	Payroll People	11/01/2015-11/30/2015	1,411.51
		TOTAL	<u>76,593.75</u>

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: December 9, 2015

TO: Mayor and City Council Members
FROM: James Riley, Finance Director
PREPARED BY: Rochelle Johnson, Acting Accounting Manager
SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the Treasurer's Report for October, 2015.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of October, 2015.

FISCAL IMPACT:

None.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Treasurer's Report
Daily Cash Balance

**CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
October 2015**

CITY CASH

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
All	WELLS FARGO	\$ 5,063,112.43	0.00%
	TOTAL	\$ 5,063,112.43	

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>RATE</u>
All	WELLS FARGO	\$ 5,063,112.43	\$ 481,379.63	\$ (829,874.42)	\$ 4,714,617.64	0.000%
	TOTAL	\$ 5,063,112.43	\$ 481,379.63	\$ (829,874.42)	\$ 4,714,617.64	

CITY INVESTMENT

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>DAYS TO MAT.</u>	<u>STATED RATE</u>
LOCAL AGENCY INVESTMENT FUND	\$ 1,551,154.19	\$ 1,551,154.19	\$ 1,551,154.19	100.00%	0	0.357%
TOTAL	\$ 1,551,154.19	\$ 1,551,154.19	\$ 1,551,154.19	100.00%		

- TOTAL CASH AND INVESTMENT \$ 6,614,266.62

CITY INVESTMENT

<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS/ PURCHASES</u>	<u>(-) WITHDRAWALS/ SALES/ MATURITIES</u>	<u>ENDING BALANCE</u>	<u>STATED RATE</u>
LOCAL AGENCY INVESTMENT FUNDS	\$ 1,549,906.26	\$ 1,247.93	\$ 0.00	\$ 1,551,154.19	0.357%
TOTAL	\$ 1,549,906.26	\$ 1,247.93	\$ 0.00	\$ 1,551,154.19	

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.

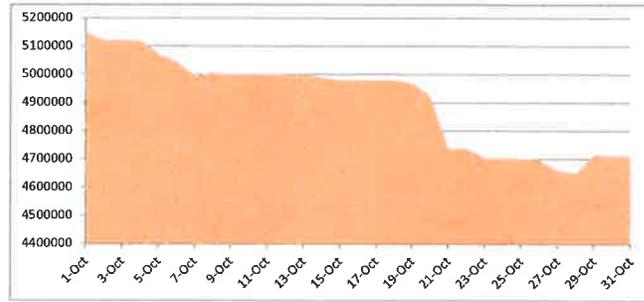
I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.

12/1/2015

James Riley
Finance Director

Date

**October 2015
Daily Cash Balance
All Funds Checking Only
Pool Report Balance**



Fiscal Year	Ending Balance	Monthly Net Activity
Jan-12	\$ 3,459,306	\$ -
Feb-12	\$ 2,106,711	\$ (1,352,595)
Mar-12	\$ 2,102,433	\$ (4,278)
Apr-12	\$ 3,052,012	\$ 949,579
May-12	\$ 5,602,180	\$ 2,550,168
Jun-12	\$ 4,566,993	\$ (1,035,187)
Jul-12	\$ 4,200,028	\$ (366,965)
Aug-12	\$ 4,109,986	\$ (90,042)
Sep-12	\$ 4,225,751	\$ 115,765
Oct-12	\$ 3,856,256	\$ (369,495)
Nov-12	\$ 3,865,806	\$ 9,550
Dec-12	\$ 8,485,880	\$ 4,620,074
Jan-13	\$ 8,278,187	\$ (207,693)
Feb-13	\$ 6,821,316	\$ (1,456,871)
Mar-13	\$ 7,216,637	\$ 395,321
Apr-13	\$ 5,933,768	\$ (1,282,869)
May-13	\$ 5,673,657	\$ (260,111)
Jun-13	\$ 5,614,248	\$ (59,409)
Jul-13	\$ 5,493,587	\$ (120,661)
Aug-13	\$ 5,642,783	\$ 149,196
Sep-13	\$ 4,710,822	\$ (931,961)
Oct-13	\$ 4,692,739	\$ (18,083)
Nov-13	\$ 4,305,088	\$ (387,651)
Dec-13	\$ 5,067,625	\$ 762,537
Jan-14	\$ 5,588,299	\$ 520,674
Feb-14	\$ 5,271,391	\$ (316,908)
Mar-14	\$ 5,090,903	\$ (180,488)
Apr-14	\$ 6,601,410	\$ 1,510,507
May-14	\$ 7,037,032	\$ 435,622
Jun-14	\$ 6,751,858	\$ (285,174)
Jul-14	\$ 6,551,445	\$ (200,413)
Aug-14	\$ 5,771,075	\$ (780,370)
Sep-14	\$ 5,713,804	\$ (57,271)
Oct-14	\$ 5,665,196	\$ (48,608)
Nov-14	\$ 4,529,187	\$ (1,136,009)
Dec-14	\$ 4,979,251	\$ 450,064
Jan-15	\$ 6,266,925	\$ 1,287,673
Feb-15	\$ 5,698,481	\$ (568,444)
Mar-15	\$ 4,565,285	\$ (1,133,196)
Apr-15	\$ 5,009,008	\$ 443,722
May-15	\$ 5,994,346	\$ 985,338
Jun-15	\$ 5,683,194	\$ (311,152)
Jul-15	\$ 5,956,349	\$ 273,155
Aug-15	\$ 5,857,234	\$ (99,115)
Sep-15	\$ 5,063,112	\$ (794,121)
Oct-15	\$ 4,714,618	\$ (348,495)

Date	Ending Balance in Whole \$	Net Change from Prior Day
1-Oct	\$ 5,149,203	\$ -
2-Oct	\$ 5,123,255	\$ (25,948)
3-Oct	\$ 5,123,255	\$ -
4-Oct	\$ 5,123,255	\$ -
5-Oct	\$ 5,073,717	\$ (49,538)
6-Oct	\$ 5,047,409	\$ (26,308)
7-Oct	\$ 4,994,658	\$ (52,751)
8-Oct	\$ 5,008,587	\$ 13,929
9-Oct	\$ 5,001,483	\$ (7,104)
10-Oct	\$ 5,001,483	\$ -
11-Oct	\$ 5,001,483	\$ -
12-Oct	\$ 5,001,483	\$ -
13-Oct	\$ 5,000,606	\$ (877)
14-Oct	\$ 4,990,877	\$ (9,729)
15-Oct	\$ 4,980,433	\$ (10,444)
16-Oct	\$ 4,980,770	\$ 336
17-Oct	\$ 4,980,770	\$ -
18-Oct	\$ 4,980,770	\$ -
19-Oct	\$ 4,971,497	\$ (9,272)
20-Oct	\$ 4,924,322	\$ (47,175)
21-Oct	\$ 4,739,927	\$ (184,395)
22-Oct	\$ 4,740,292	\$ 365
23-Oct	\$ 4,704,248	\$ (36,044)
24-Oct	\$ 4,704,248	\$ -
25-Oct	\$ 4,704,248	\$ -
26-Oct	\$ 4,698,626	\$ (5,622)
27-Oct	\$ 4,662,888	\$ (35,737)
28-Oct	\$ 4,652,742	\$ (10,147)
29-Oct	\$ 4,718,903	\$ 66,161
30-Oct	\$ 4,714,618	\$ (4,285)
31-Oct	\$ 4,714,618	\$ -

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.6
CONSENT CALENDAR
Meeting Date: December 9, 2015

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Professional Services Agreement for Bundy Canyon Road Shoulder Improvement Project – HRRR#5484-010

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement with KOA Corporation (KOA) for Engineering Design Services for the Bundy Canyon Road Shoulder Improvement Project.

BACKGROUND:

The City of Wildomar received a federal Highway Safety Improvement Program grant to widen shoulder with asphalt concrete, install/replace regulatory and warning signs and install radar speed signs on Bundy Canyon from Canyon Ranch Road to Sunset Ave/City limits. Attachment A identifies the limits of work. The Preliminary Engineering/Environmental work and design are scheduled to be complete in the spring of 2016. Construction is planned for the summer break in 2016.

The project expenditures are provided in the Table below.

Table: Project Expenditures

Project Expenditures	Budgeted Cost
Preliminary Engineering/Environmental	\$ 50,000
Right-of-Way Acquisition	\$ 0
Construction	\$ 202,200
Other/Contingency	\$ 0
Total	\$ 252,200

Staff published a notice Requesting Proposals for qualified Engineering Services firms for this project in accordance with federal grant guidelines and the requirements of the City's Code, and received three responsive proposals. KOA was determined to be the most qualified engineering service firm for this project.

Staff recommends the City Council authorize the City Manager to execute a Professional Services Agreement with KOA in the amount of \$35,350.

FISCAL IMPACTS:

Payment for work associated with the performance of this contract will be reimbursed from the federal Highway Safety Improvement Program grant, fund account 280-928-4500-52115.

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

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- A. Map of Improvements
- B. Professional Services Agreement

Attachment A

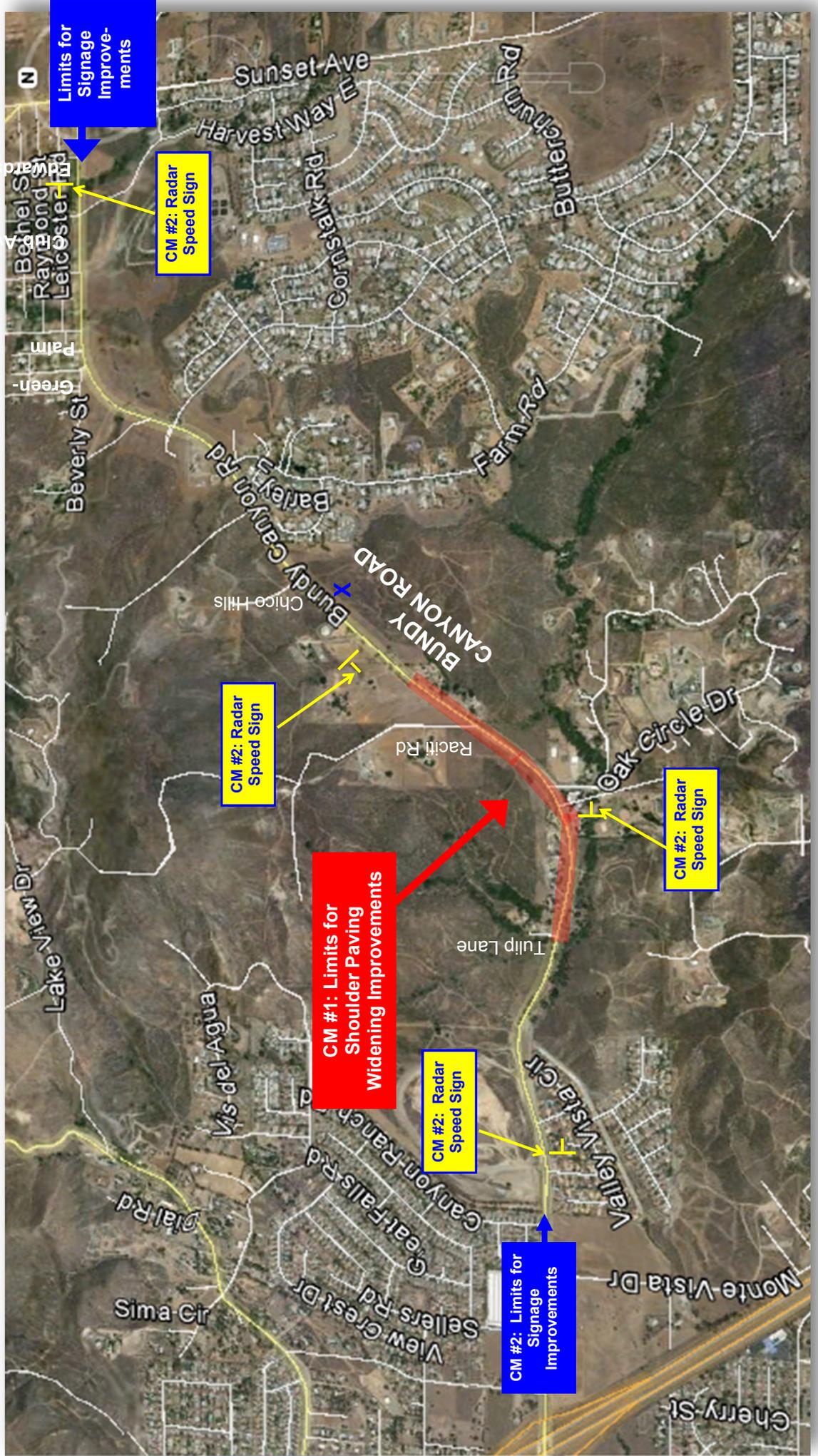
Attachment B

Attachment C

Attachment A



City of Wildomar Bundy Canyon Roadway Shoulder Improvement Project Proposed Improvements



Attachment B

DESIGN PROFESSIONAL SERVICES AGREEMENT

**FOR BUNDY CANYON ROAD SHOULDER IMPROVEMENTS
HRRR-5484(010)**

By and Between

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

and

KOA Corporation

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

This Agreement for Design Professional Services (“Agreement”) is entered into as of this 9TH day of December, 2015 by and between the City of Wildomar, a municipal corporation (“City”) and KOA Corporation (“Design Professional”). City and Design Professional are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by *request for proposals*, the performance of the *engineering, and environmental* services defined and described particularly in Section 2 of this Agreement.

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

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

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

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Design Professional the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed *thirty-five thousand, three hundred fifty dollars (\$35,350)*, unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement..

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

SECTION 7. DESIGN PROFESSIONAL'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

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

SECTION 11. PREVAILING WAGE LAWS.

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

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

SECTION 16. INDEMNIFICATION.

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

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

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

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

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

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

SECTION 22. EXCUSABLE DELAYS.

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

SECTION 23. COOPERATION BY CITY.

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

SECTION 24. NOTICES.

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

To City:	City of Wildomar Attn: City Manager 23873 Clinton Keith Rd., Suite 201 Wildomar, CA 92595
To Design Professional:	KOA Corporation Attn: Min Zhou, Principal-in-Charge 2141 W Orangewood Ave, Suite A Orange, CA 92868

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

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

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

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

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

Gary Nordquist
City Manager

ATTEST:

Debbie A. Lee
City Clerk

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

By: _____

Its: _____

By: _____

Its: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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
<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

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
<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 "D"
FEDERAL PROVISIONS

ARTICLE I PERFORMANCE PERIOD

- A. This contract shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE II ALLOWABLE COSTS AND PAYMENTS

(Choose either Option 1, 2, 3, or 4 – TBD)

(Option 1 - Use paragraphs A through J below for Actual Cost-Plus-Fixed Fee contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due

LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)

(ADDRESS)

H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. All subcontracts in excess of \$25,000 shall contain the above provisions.

(Option 2 - For Cost per Unit of Work contracts, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use Exhibit 10-H, Example #3 for Cost Proposal Format)

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.

The specified rate to be paid for equipment shall be, as listed in Attachment (Insert Attachment Number).

C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.

D. All subcontracts in excess of \$25,000 shall contain the above provisions.

(Option 3 - Use paragraphs A through Q for Specific Rates of Compensation contracts [such as on-call contracts]. Use Exhibit 10-H, Example #2 for Cost Proposal Format)

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs,

employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT'S Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY'S Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)

(ADDRESS)

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

(Option 4 - Use paragraphs A through F below for lump sum contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format)

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)

(ADDRESS)

- E. The total amount payable by LOCAL AGENCY shall not exceed \$(Amount).
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE III COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE IV RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE V AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

ARTICLE VI SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE VII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

EXHIBIT "A"
SCOPE OF SERVICES

**PROPOSAL FOR ENGINEERING DESIGN SERVICES
BUNDY CANYON SAFETY IMPROVEMENT
#HSIPL-5484(010)**

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FORMS

- Addendum I
- Engineering Contract Consultant Rate Comparison Form
- Certification of Non-Discrimination by Consultants
- DBE Forms
 - Exhibit 10-01 Consultant Proposal DBE Commitment*
 - Exhibit 10-02 Consultant Contract DBE Commitment*

NOTE: The Cost and Fee documents are provided in a separately sealed envelope as part of this proposal submittal.

December 1, 2015

Mr. Dan York
City Engineer/Public Works Director
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Subject: Proposal for Engineering Services – Bundy Canyon Safety Improvement #HSIPL-5484(010)

Dear Mr. York:

KOA Corporation (KOA) is the team's prime consultant and the firm submitting this proposal. KOA's contact information is provided below. Our team is well-qualified, fully prepared, and eager to provide the City of Wildomar with the required services. We have a wealth of similar experience, a staff skilled in civil/traffic design, and knowledge on safety improvements. The following lists the key strengths the KOA team offers:

- Great reputation in providing engineering services for Southern California agencies of various sizes, ranging from the grant application stage to the construction stage, with concentrations on planning and design
- Currently providing similar types of projects for the City of Wildomar

KOA Office Information	Lead Contact
2141 W Oranewood Ave, Suite A Orange, CA 92868 P: (714) 573-0317 F: (714) 573-9534	Min Zhou, P.E. Proposed Principal-in-Charge (714) 573-0317 mzhou@koacorp.com

The KOA team is rounded out by Diaz-Yourman & Associates (DYA), a certified DBE geotechnical engineering firm, who will fulfill and exceed the DBE goal of the project. Another subconsultant firm, Apple Engineering, will provide survey services as an optional task.

Attached is our technical proposal. KOA has received and reviewed Addendum 1, for which a signed form is provided in the Forms section. Please contact me if you wish to discuss this proposal further or if you have questions.

Sincerely,



Min Zhou
Vice President

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2. Qualifications and Experience

Founded in 1987, **KOA Corporation (KOA)** is a leading provider in civil and traffic engineering, transportation planning and construction management services for public agencies and private sector clients. Driven by our mission - “Changing the Future of Travel”, we offer our clients technical knowledge, creative solutions and responsive services. The hallmark of our success is our dedication to each and every project designed to leave a legacy of extraordinary contributions to our communities.

As a 100% employee-owned firm, our staff includes certified transportation planners and registered civil and traffic engineers. With four offices located in Southern California, KOA has provided engineering services for the largest public works and transportation planning projects throughout California.

Our team has worked extensively with public agencies and policy makers throughout the United States to effectively communicate complex issues to key stakeholders, businesses and the public, enabling them to actively participate in policy, planning and design processes and make informed decisions. Our strong expertise in the transportation arena working with federal, state and local agency partners, community members and stakeholders to develop a consensus and a base of support for proposed transportation plans.

SCOPE OF WORK AND APPROACH

To minimize duplicate information, the Scope of Work is addressed in section 3. The approach/project understanding is addressed below.

PROJECT UNDERSTANDING

The City of Wildomar is seeking engineering design services for complete plans, specifications, and estimates on road improvements along Canyon Ranch Road to Sunset Avenue (city limits). The goal is to improve traffic safety through widening the shoulder from Tulip Lane to Chico Hills and installing/upgrading signs for traffic calming and speed awareness throughout the entire project limit.

Bundy Canyon Road is a rural collector that runs east-west, nearly connecting the westerly and easterly city limits. It serves

TYPES OF SERVICES

Traffic Engineering
Transportation Planning
Highway & Transportation Design
Program Management
Construction Management

YEARS IN BUSINESS

28

FORM OF ORGANIZATION

California S Corporation

LOCATION OF OFFICES

Monterey Park | Ontario
Orange | San Diego

OFFICE LOCATION

2141 W Orangewood Ave, Suite A
Orange, CA 92868
T: 323.260.4703 | F: 323.260.4705
www.koacorp.com

PRIMARY CONTACT

Min Zhou, PE
Project Manager
mzhou@koacorp.com

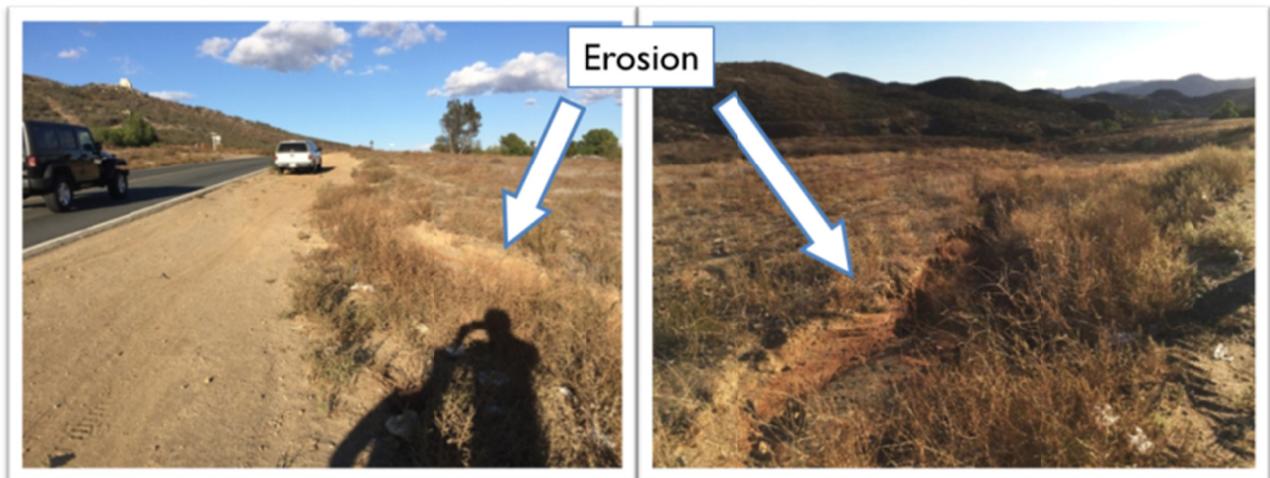
2. Qualifications and Experience

as a major connection to the I-15 Freeway. Along Bundy Canyon Road to Sunset Avenue, the existing posted speed limit is 45 MPH, with the average daily traffic volume above 20,000. The roadway segment serves several pockets of large residential communities. Since there are no alternative direct routes to other major roads, Bundy Canyon Road is the preferred route of travel for most commuters.

Based on our preliminary evaluation, we have identified some key issues and strategies, as addressed below.

Drainage Issues/Potential Mitigation

As illustrated in the photos below and on the right, there is an existing area where runoff water comes from the north and northeast, crosses the street, causing flooding on the street and on privately owned properties. We anticipate that the proposed drainage/flooding solution will be to design a detention/retention basin on the land north of the reservoir and the install storm drain pipes in the vicinity with either an asphalt concrete (AC) berm or curb and gutter with drainage inlets.



2. Qualifications and Experience

Safety Improvement Measures

The HSIP grant application indicates that in reviewing the accident history and reports from the Riverside County Sheriff's office and TIMS data, the majority of the collisions were found to result from unsafe speeds, causing rear-end crashes, right-of-way conflicts, the inability to stop on time, and vehicular overcorrection due to narrow roadways and shoulder drop-offs. Of the 24 collisions identified in a five-year span, two-thirds were contributed to those listed above. Five resulted in overturned vehicles.

KOA conducted its own accident data analysis using 10-year SWITRS data (2005 to 2014). We found 21 accidents identified along the roadway segment. Unsafe speed, following too closely, improper turning, driveway ingress and egress conflicts, and traffic impediments contributed to 81% of the accidents. As follow-up, we would review the accident locations. We believe that in addition to the mitigation measurements shown in the grant application (installing speed feedback signs and widening shoulders), we would recommend the following:

- ▲ Add more radar speed feedback signs, particularly near the school and horizontal curvature areas
- ▲ Smooth-out the horizontal curvature alignment, if right-of-way is available
- ▲ Widen the roadway by 8' on each side in lieu of the 4' indicated in the RFP
- ▲ Place a concrete barrier to protect roadside objects such as SCE poles, etc.
- ▲ Other methods of traffic calming

The RFP requests a basis of understanding of the scope of work and our proposed approach to the

21 collisions in chosen extent.

Injury Severity	Collision Type	Primary Collision Factor	Involved With
		Primary Collision Factor	Collisions Percentage
		01 - Driving or Bicycling Under the Influence of Alcohol or Drug	2 9.5%
		02 - Impeding Traffic	1 4.8%
		03 - Unsafe Speed	5 23.8%
		04 - Following Too Closely	3 14.3%
		08 - Improper Turning	4 19%
		09 - Automobile Right of Way	4 19%
		12 - Traffic Signals and Signs	2 9.5%



2. Qualifications and Experience

project, with additional recommended and optional services. We are to describe any supplemental tasks that are deemed necessary or recommended, which will enhance the outcome, reduce cost, or expedite delivery. To that end, we conducted our own preliminary construction cost estimate and believe that the grant funds may only be enough to provide widening of the roadway by four feet on each side, assuming a required minimum pavement thickness of four-inch asphalt concrete over six-inch aggregate B. More funding is needed to provide comprehensive design, roadway, and safety improvements. We propose to produce design plans and manage construction assistance with the following two options:

Option 1 includes the minimum scope of services for the project:

- ▲ Prepare a typical street cross section showing the widening of the 4' AC paving on each side of the road
- ▲ Prepare the signing the striping plans
- ▲ Prepare the construction technical specifications from the City's boiler plate
- ▲ Prepare the engineering cost estimate
- ▲ Prepare the CE for NEPA/CEQA review
- ▲ Help the City advertise the project and answer RFIs during the bidding process

This design option will not address drainage issues or additional safety improvements. The design cost for Option 1 is included in the fee proposal.

Option 2 is for a comprehensive design package, which includes the following design tasks:

- ▲ Conduct surveys and research right-of-way
- ▲ Prepare street improvement plans and profiles with the proposed 4'-8' widening with typical cross section
- ▲ Prepare the signing and striping plans
- ▲ Prepare the hydrology study/hydraulic analysis for drainage and design the detention/retention basin to minimize drainage/flooding concerns
- ▲ Prepare a soil report for the design of pavement sections for the widening and conduct a percolation test for the detention/retention area.
- ▲ Prepare additional traffic calming designs, including more locations for the installation of solar-powered speed warning signage
- ▲ Prepare the environmental CE for NEPA/CEQA review
- ▲ Prepare the engineer's cost estimate
- ▲ Prepare the technical specifications from the City's boiler plate

The design fee for Option 2 is also included in the fee proposal.

2. Qualifications and Experience

REFERENCE PROJECTS

KOA's reference projects begin on the following page.

CITY OF WILDOMAR GRAND AVENUE BIKE IMPROVEMENTS & MULTIPURPOSE TRAIL IMPROVEMENTS PROJECTS

Wildomar, CA
2015-Ongoing

CITY OF WILDOMAR

Dan York
Assistant City Manager/City Engineer/Public Works Director
951.677.7751 x216
dyork@cityofwildomar.org

KEY STAFF

Chuck Stephan
Min Zhou
Kahono Oei
Scott Voigt
Alan Yasuda

KOA is leading a team to improve bicycle facilities for the City of Wildomar along a five-mile span of Grand Avenue and Clinton Keith Road. Street widening and trail improvements include the incorporation of Class I, Class II, and Class III facilities for bicyclists and other non-motorized forms of transportation. The improvements will accommodate students attending a middle school on Grand Avenue and the local bicycling community. The work, which consists of three separate projects with different funding sources, is being completed concurrently as a single unit. Financing is being provided by local sources and state and federal grants. The team's services include traffic engineering, utility research, surveying, hydrology, geotechnical engineering, and right-of-way analysis. KOA is providing conceptual plans and alignments, bicycle safety and awareness education, traffic calming design, street crossing designs for bicycle and pedestrian uses, and designs for incorporating ADA access. KOA is involved in public meetings to obtain the community's input and to educate locals about safe bicycling practices.

CITY OF TORRANCE PALOS VERDES BOULEVARD IMPROVEMENT PROJECT

Torrance, CA
2013

CITY OF TORRANCE

Lea Reis
Associate Engineer
310.781.6900
lreis@torranceca.gov

KEY STAFF

Chuck Stephan

KOA prepared plans, specifications and estimates for the widening, improvement, and pavement rehabilitation of Palos Verdes Boulevard from Pacific Coast Highway to the southern City limit (approximately 1.1 miles). This four-lane arterial highway project included new curb and gutter, sidewalks, landscape, hardscape, widening, new bicycle lanes, traffic signal upgrades, ADA curb access ramps, and striping and signing improvements to MUTCD standards.

2. Qualifications and Experience

CITY OF ANAHEIM FAMILY JUSTICE CENTER ADA TRANSITION PLAN CIVIL ENGINEERING SERVICES

Anaheim, CA
2015-Ongoing

City of Anaheim

Edgar Garcia
Assistant Engineer
714.765.5100 x5813
Egarcia2@anaheim.net

KEY STAFF

Min Zhou
Kahono Oei
Scott Voigt

KOA helped the City of Anaheim provide ADA improvement plans for the main entrance of the Anaheim Police Department Family Justice Center building at the intersection of Vermont Avenue and Lemon Street. KOA's primary services included the preparation of a grading plan to include an ADA-compliant path of travel from the building entrance to the adjacent landscaping improvement area. As the design engineer of record, we signed the final plan sheets. Our secondary work included meetings with the City's Public Works Department in order to secure approval for the plan.

PORT OF LONG BEACH SOUTH WATERFRONT/PIER J BIKE/PEDESTRIAN PATH PS&E

Long Beach, CA
2013-Ongoing

PORT OF LONG BEACH

Ron Richardson
Senior Civil Engineer
562.283.7862
ron.richardson@polb.com

KEY STAFF

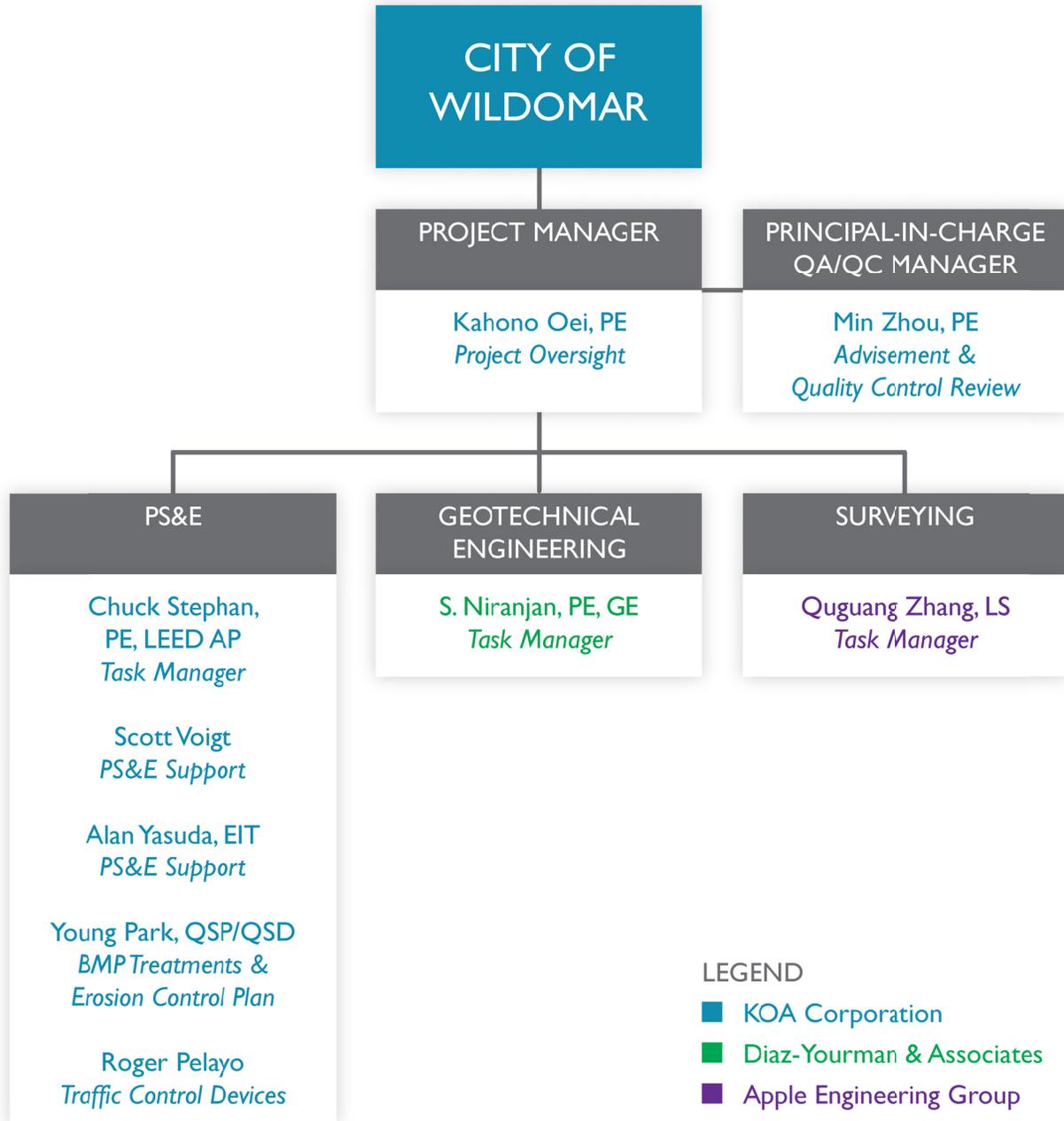
Min Zhou
Scott Voigt
Chuck Stephan

KOA is helping the Port design their first bike path, which will run adjacent to various tourist attractions. A combination of bikeway classes (I, II, and III), innovative bike facilities, landscapes, wayfinding signs, public art/display boards, and three crescent piers will be provided for pedestrians and bicyclists along the south shore ocean front area that includes access to the hotels, the Harbor Light Yacht Club, the Reef Restaurant, Harry Bridges Memorial Park, Catalina Express charter services, the Russian Submarine Scorpion, the RMS Queen Mary, Carnival Cruise Lines terminal, Island Express Helicopters, and the recreational fishing area along the riprap lining the east shoreline of Pier J. KOA managed subconsultants who are performing the structural work and associated architectural, mechanical, electrical, and plumbing for the restroom facility, the cantilevered pier outlook structures, and the retaining walls and performing landscaping and wayfinding services for the project.

2. Qualifications and Experience

PROJECT TEAM

The proposed project relationships between the key personnel (including subconsultant staff) are graphically represented in the organization chart below.



2. Qualifications and Experience

CONSULTANT'S EXPERIENCE

In addition to the reference projects previously presented in this section, KOA has provided related services for the projects listed below.

Related Experience	Key Features	Key Proposed Staff
City of Anaheim Euclid St. Widening Project Anaheim, CA 2011-2013	<ul style="list-style-type: none"> ▲ Roadway Improvements ▲ Street Widening ▲ PS&E ▲ Bidding & Construction Support ▲ Precise Alignment ▲ Temp Construction Easements ▲ Existing Facility Relocation 	Scott Voigt Min Zhou Frank Barrera
City of Long Beach Broadway & 3rd Cycle Track Final Implementation Redesign Long Beach, CA 2013-Ongoing	<ul style="list-style-type: none"> ▲ PS&E ▲ Focus on Balancing Vehicular/Bike/Ped Traffic & On-Street Parking ▲ Roadway Design 	Min Zhou Walter Okitsu Charlie Schwinger Scott Voigt Kahono Oei Thao Le
City of Costa Mesa W. 19 th St. Bike Facility Bikeway Design Services Orange County, CA 2015-Ongoing	<ul style="list-style-type: none"> ▲ PS&E ▲ Federal Active Transportation Program Grant Funding ▲ Bid Documents ▲ Roadway Design 	Chuck Stephan Min Zhou Walter Okitsu Frank Barrera Ryan Calad Scott Voigt Thao Lee
Port of Long Beach PS&E Sign Replacement Long Beach, CA 2013-2014	<ul style="list-style-type: none"> ▲ Traffic Sign Replacement PS&E ▲ Identification of Signs Requiring Replacement/Relocation/Removal ▲ Location Maps 	Min Zhou Frank Barrera Thao Le Kahono Oei

2. Qualifications and Experience

CURRENT WORK LOAD, RESOURCES & ABILITY

Work Load

Project Commitments: 55%

Staff Availability: 45%

Resources

Financial Resources: Excellent

Staff Resources:

- ▲ Pool of 90+ Firm Personnel
- ▲ 14 California-licensed Civil Engineers
- ▲ 5 California-licensed Traffic Engineers
- ▲ AICP-certified Staff
- ▲ Engineers-in-Training

Subconsultants:

- ▲ Geotechnical Engineering - Diaz-Yourman & Associates (DBE)
- ▲ Surveying – Apple Engineering Group

Ability to Successfully Complete the Work

KOA has a track record of completing projects within budget and within schedule. Feel free to confirm this by contacting our references, located previously in this section.

UNDERSTANDING OF ISSUES & CHALLENGES

See Scope of Work and Approach earlier in this section.

RESUMES

Our team's resumes, including for our subconsultants, begin on the following page.

2. Qualifications and Experience

EDUCATION

MS, Civil Engineering,
California State University,
Fullerton

BS, Civil Engineering, California
State University, Fullerton

REGISTRATIONS

Prof. Civil Engineer, CA #52652

KAHONO OEI, PE

PROJECT MANAGER

Mr. Kahono Oei has more than 31 years of Civil Engineering experience in both the private and public sectors. Before he joined KOA, he served as the Deputy Director of Public Works/City Engineer for the cities of Banning and Torrance. He was responsible for the review and approval of all aspects of residential/commercial land development; the design and implementation of capital improvement projects such as streets, water, wastewater treatment plants, and distribution systems; the management of solid waste collection; and the management of Banning's airport operations.

Since joining KOA in early 2015, Mr. Oei has adopted the QA/QC and Project Manager roles on several street improvement and civil engineering projects, including the 10-mile North and South Bike Boulevard PS&E for the City of Long Beach; the Anaheim Justice Building ADA Compliance Civil Engineering Services; an intersection improvement project in the City of San Clemente; the UC Riverside Building Renovation and ADA Upgrade Civil Engineering Services; and the preparation of an HSIP Cycle 7 Grant Application for the City of South Pasadena.

City of Anaheim Family Justice Center ADA Transition Plan Civil Engineering Services | Anaheim, CA | Project Manager

KOA helped the City of Anaheim provide ADA improvement plans for the main entrance of the Anaheim Police Department Family Justice Center building at the intersection of Vermont Avenue and Lemon Street. KOA's primary services included the preparation of a grading plan to include an ADA-compliant path of travel from the building entrance to the adjacent landscaping improvement area. As the design engineer of record, we signed the final plan sheets. Our secondary work included meetings with the City's Public Works Department in order to secure approval for the plan.

2. Qualifications and Experience

City of Wildomar Grand Avenue Bike Improvements & Multi-Purpose Trail Improvements Projects | Wildomar, CA | Project Engineer

KOA is leading a team to improve bicycle facilities for the City along a five-mile span of Grand Avenue and Clinton Keith Road. Street widening and trail improvements include the incorporation of facilities for bicyclists and other non-motorized forms of transportation. The work, which consists of three separate projects with different funding sources, is being completed concurrently as a single unit. Financing is being provided by local sources and state and federal grants. The team's services include traffic engineering, utility research, surveying, hydrology, geotechnical engineering, and right-of-way analysis. KOA is providing conceptual plans and alignments, bicycle safety and awareness education, traffic calming design, street crossing designs for bicycle and pedestrian uses, and designs for incorporating ADA access.

North-South (Daisy to Myrtle) 10-mile Bike Boulevard Feasibility Study and PS&E Design | Long Beach, CA | QA/QC Manager

KOA is in the process of developing a 10-mile bike facility along the Daisy corridor, which includes Class II and Class III bike lanes, along with other innovative solutions. KOA manages more than four subconsultants for this project due to SBE requirements. A grant obtained by KOA via an SR2S application assignment was used for this project, due to an SR2S element of the proposed corridor, which will be able to serve 2,000 students and five congressional districts throughout the area. Treatments such as roundabout, traffic circle, traffic signal, bicycle detector, and other greenway improvements were provided at the conceptual design stage of the project.

City of Banning City Engineer | Banning, CA | City Engineer

Mr. Oei performed complex supervisory, administrative and professional work in engineering by planning, organizing, directing, and supervising the public works and engineering departments. His responsibility included evaluating the public works needs and formulating short and long-range plans to meet needs in all areas of responsibility such as transportation, street, water, sewer, storm drainage, the landscape maintenance district, and the Capital Improvement Program. In addition, he oversaw the preparation of engineering plans, specifications, bidding, contractor selection, and the preparation of staff reports to the City Council for award. During his tenure with the City of Banning, he successfully completed more than 140 public works projects, approving more than 40 tract/parcel maps and obtaining more than \$40 million in grants/loans for the said capital improvement projects.

City of Torrance Engineering Manager | Torrance, CA | City Engineering Manager

Mr. Oei was in charge of the capital improvement project division and the supervision of the professional engineering team. During his tenure with the City of Torrance, he successfully completed two challenging storm drain projects on-time and within the approved budget.

2. Qualifications and Experience

EDUCATION

MS, Civil Engineering, Michigan State University, E. Lansing, Michigan

MS, Urban Planning, School of Architecture, Tsinghua University, Beijing, China

BS, Urban Planning, School of Architecture, Tongji University, Shanghai, China

REGISTRATIONS

Prof. Civil Engineer, CA #66448

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers, Complete Streets Council Executive Committee

Women's Transportation Seminar

International Chinese Transportation Professional Association

MIN ZHOU, PE

PRINCIPAL-IN-CHARGE

Ms. Zhou has 23 years of transportation engineering and planning experience with both private consultant companies and public agencies. She is knowledgeable in roadway design, traffic design, transportation modeling and studies, non-motorized transportation, database management, and statistical analysis. Ms. Zhou has experience managing large-scale projects involving multiple stake holder groups and has a reputation of delivering projects on-time and under budget.

City of Wildomar Grand Avenue Bike Improvements & Multi-Purpose Trail Improvements Projects | Wildomar, CA | KOA Project Manager

KOA is leading a team to improve bicycle facilities for the City along a five-mile span of Grand Avenue and Clinton Keith Road. Street widening and trail improvements include the incorporation of facilities for bicyclists and other non-motorized forms of transportation. The work, which consists of three separate projects with different funding sources, is being completed concurrently as a single unit. Financing is being provided by local sources and state and federal grants. The team's services include traffic engineering, utility research, surveying, hydrology, geotechnical engineering, and right-of-way analysis. KOA is providing conceptual plans and alignments, bicycle safety and awareness education, traffic calming design, street crossing designs for bicycle and pedestrian uses, and designs for incorporating ADA access.

City of Long Beach Preparation of SR2S and Other Funding Applications | Long Beach, CA | KOA Project Manager

With KOA's assistance, the City of Long Beach obtained more than 4 million dollars grant funds from the Safe Route to School (SR2S) programs in 2009 and 2010. KOA also prepared Tiger II Discretionary Funds in 2010 and request more than 10 million dollar grant funds from the Federal. KOA is familiar with various funding

2. Qualifications and Experience

applications and their evaluation process and criteria.

Avenida Presidio and Avenida Palizada Corridors Traffic Operation & Traffic Signal Design | San Clemente, CA | Principal-in-Charge

Ms. Zhou and her team successfully conducted the two corridor traffic operation and signal timing analysis. The team also designed a new signal for intersection at I-5 Freeway SB on-ramp.

Traffic Control/Management Plan and Parking Management Plan for St. Jude Medical Office Building (MOB2) Construction Phase | Fullerton, CA | Project Manager

Ms. Zhou and her staff prepared traffic control/management plans for two construction phases, Make It Ready and Main Job Phase. The plans addressed the following aspects: 1) Access management for construction uses; 2) Access management for patient and doctor site uses; 3) Possible Laguna Road sidewalk and lane closure for concrete delivery; 4) Possible Harbor Blvd temporary lane closure and sidewalk closure for steel and other construction material delivery. KOA concluded that the parking management plan and the traffic management plan proposed will be adequate for the construction phase of the site.

Long Beach Transit Mall Improvements | Long Beach, CA | Principal-in-Charge

KOA provided transportation planning and engineering design services to Long Beach Transit, under a subcontract to an architectural firm. KOA prepared lighting and sidewalk improvement plan specifications and cost estimates, mobilized a structural engineer to design the new bus stop structure, and conducted a transit operations analysis to make recommendations on transit stop locations and to analyze bus routes and pedestrian connections during the construction phase.

Euclid Street Widening from Westmont to Crescent | Anaheim, CA | Principal-in-Charge

KOA provided two intersection signal modification plans, signing and striping plans, street lighting plans, and traffic control plans for the street widening project. Ms. Zhou attended the kick-off meetings and be responsible for project team coordination.

2. Qualifications and Experience

EDUCATION

BS, Agricultural Engineering,
California Polytechnic State
University, San Luis Obispo

REGISTRATIONS

Prof. Civil Engineer, CA #50481
LEED® Accredited Professional

PROFESSIONAL AFFILIATIONS

American Public Works
Association
American Society of Civil
Engineers

CHUCK STEPHAN, PE, LEED® AP

PS&E MANAGER

Chuck Stephan has over thirty years of extensive experience in civil engineering design and project management on projects for many municipalities and private firms. He has diverse project experience in planning, design, management, and construction of transportation, educational, institutional, industrial, aerospace, municipal, residential and commercial projects. Mr. Stephan works in multiple capacities as Principal-In-Charge, project manager, project engineer, lead engineer, design engineer, and construction engineer in both the civil and construction management disciplines.

- ▲ Specializing in Project Management, Civil Engineering Design, and Construction Management for municipal Capital Improvement Projects, including pavement design and rehabilitation; ADA improvements; water pipelines; storm drain and sanitary sewers; medians and landscaping; parking lots; site improvements; plan checking; NPDES requirements.
- ▲ Providing staff assistance to municipal engineering departments on temporary or part-time basis as needed; provide staff training in project management, design, and construction management skills.
- ▲ Manage various funding sources including local, state, and federal-aid projects; SR2S; SRTS; STPL; various grant applications and reimbursement requests.

City of La Habra Engineering Services Program Management, Project Management, Design, Construction Management | La Habra, CA | Program/Project/Design/Construction Manager

Provided engineering services to the City of La Habra Department of Public Works for the management, design, and construction of various public works capital improvement projects and studies. Projects included: annual pavement rehabilitation projects, annual water main replacement projects

2. Qualifications and Experience

- ▲ Arterial rehabilitation projects with federal-aid funding
- ▲ Intersection improvements with federal-aid funding
- ▲ Pedestrian facilities (Curb, gutter, sidewalk, ADA ramps) with Safe Routes to School funding
- ▲ Alley reconstruction with CDBG funding
- ▲ Plan checking
- ▲ Park facility ADA improvements, athletic fields, survey staking
- ▲ Storm drain improvements

Residential & Arterial Overlay 2011 Design | Thousand Oaks, CA | Design Engineer

Prepared Plans, Specifications and Estimate for the City's 3-year Pavement Rehabilitation Project. Work included field review, documentation, and photographing of all street sections and repair locations; determination of rehabilitation strategies; preparation of plans, specifications, and estimate for bid; and bid support. The project included 50,000 tons of asphalt pavement reconstruction and Asphalt Rubber Hot Mix overlay on 30 miles of local, collector, and arterial streets. All work was completed in a compressed time schedule of 4 weeks. Construction Cost \$7,000,000.

Sun Valley EDA Public Improvement Project | Los Angeles, CA | Project Manager & Design Engineer

Engineering design services to develop Plans, Specifications, and Estimate (PS&E) for the repair and rehabilitation of 2 major arterial highways and 5 major intersections in the City of Los Angeles. Work included removal and replacement of failed AC and PCC pavement sections; reconstruction of driveways and curb access ramps to meet ADA requirements; milling and overlay of PCC and AC pavement; and complete reconstruction of intersections with cross gutters, grading, and paving. Construction Cost \$3,000,000.

Arterial Roads Rehabilitation Project Fiscal Year 2010-2011, Rancho Palos Verdes, CA | Project Manager & Design Engineer

Prepared Plans, Specifications and Estimate for the rehabilitation of Rancho Palos Verdes (PV) Drive South in the City of Rancho Palos Verdes. PV Drive South is a challenging arterial highway winding along the bluffs of the Crenshaw peninsula overlooking the Pacific Ocean. The street varies from a fully developed 4 lane divided highway with bicycle path, to a 2 lane highway over unstable creeping subgrade soils. Rehabilitation strategies included selective removal and replacement (R&R) areas, asphalt rubber hot mix (ARHM) and conventional asphalt overlays, and microsurface application. Work included the relocation and improvement of bus pads and shelters, retaining walls, PCC repairs, striping and markings. A comprehensive traffic sign field review and replacement plan was prepared to bring all traffic signs into uniformity and conformance with MUTCD requirements. Construction Cost \$2,000,000.

2. Qualifications and Experience

EDUCATION

MS, Civil Engineering,
Washington State University
BS, Civil Engineering, University
of Peradeniya, Sri Lanka

REGISTRATIONS

Prof. Geotechnical Engineer,
CA #2819
Prof. Civil Engineer, CA #67023

S. NIRANJANAN, PE, GE

GEOTECHNICAL ENGINEER

Mr. Niranjanan is a registered geotechnical engineer with 15 years of increasingly responsible project experience. He has coordinated or performed field investigations for over 100 projects. His experience includes site selection, field investigations, engineering analyses, recommendations, project management, and construction observation and testing.

Ironwood Avenue Improvements from Heacock to Perris | Moreno Valley, CA | Geotechnical Manager

Geotechnical manager for a project to widen and rehabilitate pavement on Ironwood Avenue between Heacock Street and Perris Boulevard, approximately 5,100 feet. Mr. Niranjanan developed the field investigation program, performed analyses, and prepared the geotechnical report with recommendations for site preparation and grading, pavement thickness for new flexible pavement, and soil corrosion potential.

Ironwood Avenue Improvements from Pigeon Pass to Graham | Moreno Valley, CA | Geotechnical Manager

Geotechnical manager for project to reconstruct portions of Ironwood Avenue between Pigeon Pass Road and Graham Street. The project was located within a commercial and a residential zone with two lanes in each direction, including center turn lanes. Concrete curbs and gutters were present along the project reach and the existing asphalt concrete (AC) pavement surface condition varied from fair to poor. DYA performed a subsurface investigation consisting of sampling the subgrade soils at seven locations and testing them in our laboratory. The rehabilitation covered approximately 2,600 feet. Mr. Niranjanan developed the field investigation and prepared the report with recommendations.

2. Qualifications and Experience

Perris Boulevard Improvements from Ramona Expressway to Cactus | Moreno Valley, CA | Geotechnical Manager

Geotechnical manager for project to widen Perris Boulevard to two lanes in each direction from Cactus Avenue to Perris Valley Storm Drain Lateral “A,” approximately 2.5 miles. DYA provided nondestructive pavement testing (NDP), a geotechnical investigation and prepared recommendations for overlay thickness design, new flexible pavement structural section design, site preparation and grading, and corrosion potential. Mr. Niranjana developed and coordinated the field investigation and analyses and prepared the geotechnical report with recommendations.

Pigeon Pass Road Improvements | Moreno Valley, CA | Geotechnical Engineer

Geotechnical engineer for a project to widen remaining segments on Pigeon Pass Road between Climbing Rose Drive and the north City limits, approximately 2.9 miles, including bikeways, retaining walls, storm drains, curb and gutter, sidewalks and traffic signal modifications. Geotechnical services included data review, permitting, subsurface investigation and testing, seismic survey, analysis, and geotechnical report. Mr. Niranjana performed the geotechnical field investigation and coordinated with subcontractors. In addition, he performed the engineering analyses, including pavement design, settlement calculations, and slope stability.

Santa Rosa Road Widening | Camarillo, CA | Geotechnical Manager

Geotechnical manager for roadway widening and improvements to Santa Rosa Road between SR-101 and Morongo Drive, which is generally a four-lane road with the exception of the area between Via Latina Way and San Rafael Way. In order to accommodate four travel lanes and bike lanes, the project will widen the westbound side of the Santa Rosa Road; an approximately 40-foot-wide addition is on the north side that will encroach onto an existing slope that is inclined approximately 1H:1V (horizontal to vertical), and that slope will be cut. The roadway improvements will include shoulders, curbs, and gutters. DYA performed a geotechnical investigation, including reviewing data, a field investigation, laboratory tests, engineering analyses, and a report to develop conclusions and recommendations regarding seismic and geologic hazards, retaining wall types, retaining wall design parameters, foundation type and allowable bearing capacity, estimated total and differential foundation settlements, temporary and permanent slope stability, lateral earth pressures, pavement thickness design, and soil corrosion potential. Mr. Niranjana developed the field investigation program, provided project direction, and prepared the report with recommendations.

2. Qualifications and Experience

EDUCATION

MS, Electrical Engineering &
Automation, Harbin Institute
of Technology
BS, Electrical Engineering &
Automation, Harbin Institute
of Technology

REGISTRATIONS

Prof. Land Surveyor, CA #8968

PROFESSIONAL AFFILIATIONS

Institute of Transportation
Engineers

QUGUANG ZHANG, LS

SURVEYOR

In Mr. Zhang's career, he has worked as the party chief, performed construction survey, topographic survey, record of survey, and subdivision survey. He researches survey maps related to projects, operates equipment, looks for field monuments and benchmarks, collects field data, sets and verifies horizontal and vertical control for construction surveys, and stakes monuments. The types of projects he provides these services for include final maps, grading lines, street improvements, utility lines, buildings and other structures. He locates, establishes, and retraces boundary and right-of-way parcels of land and easements. Mr. Zhang drafts cut sheets, topographic maps, corner records, records of survey, ALTA surveys, and tentative tract parcel maps. He then checks these maps to meet the related requirements. His software knowledge includes AutoCAD and Eagle Point Civil/Survey. His equipment knowledge includes Total Station Pentax, Sokkia, Data Collector HP 49GX, and TDS Pocket PC (RECON).

Double Tree Hotel Expansion Construction Survey | Rosemead, CA | Party Chief & Survey Supervisor

This ongoing project is located on Montebello Boulevard.

Gateway Shopping Center Construction Survey | Temple City, CA | Surveyor & Party Chief,

This ongoing project is located on the corner of Rosemead Boulevard and Las Tunas Drive.

Edwards Life Science Insurance Parking Structure Construction Survey | Irvine, CA | Party Chief & Survey Supervisor

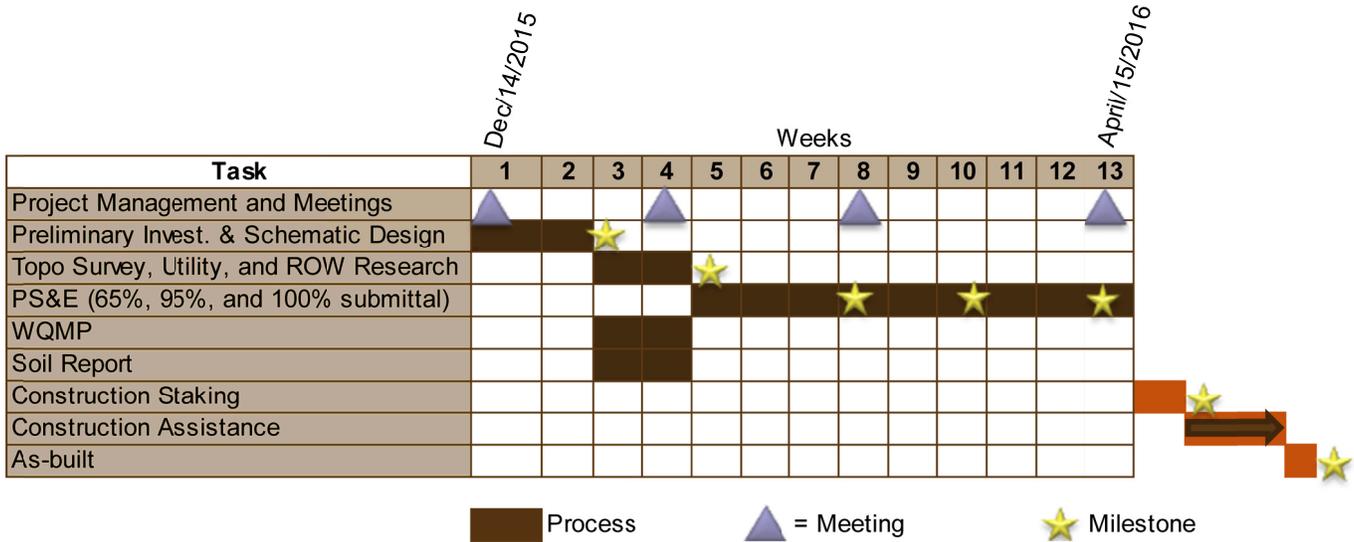
This project, completed in 2013, is located on Edward Way.

Baker Avenue Residential Development Topographic Survey & Construction Survey | San Bernardino, CA | Party Chief

This project consisted of 41 residential dwelling units.

3. Work Plan

MILESTONE SCHEDULE



TASK DESCRIPTIONS & DELIVERABLES

The scope of work described below is for a comprehensive design package (Option 2 mentioned previously).

TASK A - TOPOGRAPHIC SURVEY

The RFP indicates that a topographic survey of the entire roadway alignment within the project limits may not be required. However, since we could not locate the county survey data, we propose this as an optional task for widening the segment from Tulip Lane to Chico Hills Avenue.

KOA staff will conduct a comprehensive field topographic survey of the project site. The licensed land surveyor, Mr. Quguang (Jim) Zhang from Apple Engineering Group, will take the lead for this task. We will obtain the appropriate public records for the property and prepare a topographic map of the site, showing contour lines. This map will include the street sections, visible utilities, and any existing drainage structures in the vicinity.

TASK B - UTILITY RESEARCH

Both underground and overhead utilities will be researched. Wet utility information is often obtained from the agency and can include water/sewer lines and storm drainage facilities. Dry utilities such as gas, electrical, telephone, cable TV, and communications lines are often shallow and found in street parkway areas. KOA staff will research agency files, including franchise utilities, and will contact utility

3. Work Plan

companies for the locations of various facilities. All information obtained from various sources will be made available to the City as part of the project submittal process. All obtained utility information shall be shown on the project plans. Utility potholing would be recommended where possible conflicts could occur.

TASK C – AS-BUILT DRAWING RESEARCH

KOA staff has already obtained and reviewed “Record” or “As-built” plan information. We will use this data to confirm actual field measurements from the field survey. Centerlines, right-of-way lines, and existing street improvements will be obtained and incorporated as part of the plans.

TASK D – SITE VISIT(S)

KOA’s project staff members, including Mr. Kahono Oei and Dean Mao, have visited the site and identified some key issues and locations. During the project design process, it is anticipated that multiple trips will be taken to the project site to verify the existing conditions and the constructability of the proposed plans, particularly for the horizontal alignment design and roadside obstruction protections.

TASK E - MEETINGS

KOA’s key staff members, including Ms. Min Zhou, Mr. Chuck Stephan, and Mr. Oei will meet with City staff for the kickoff meeting and for 65%, 95%, and 100% plan review meetings. All submittals will include both hard copy and electronic files for all items. Time is essential for this project. We are prepared to fully utilize our internal QA/QC procedures and deliver high-quality plans to minimize the plan review process. The advantage our team has is that we recently completed a few projects for the City and are familiar with the City’s staff, City’s design standards, and the City’s plan submittal and review process.

TASK F - PREPARATION OF PLANS

Subtask F1 – Hydrology & Hydraulic Analysis

Hydrology and hydraulic analysis is necessary for this project before preparing grading, drainage, and erosion control plans. The hydrology report and hydraulic analysis will include both existing conditions and proposed improvements. Software such as Civil3D or HydroCAD may be used to assist with obtaining the hydrology and hydraulic calculations.

Subtask F2 – Geotechnical Investigations

KOA’s long-time collaborator, Diaz-Yourman & Associates (DYA), will conduct a geotechnical engineering survey and analysis of the project site, as necessary, to develop the project plans and

3. Work Plan

specification recommendations. Work will include field sampling (potholing) and recommendations of pavement structural sections for overlay and full reconstruction alternatives.

DYA is a DBE firm and will be able to exceed the DBE goal set forth for this project. Each investigation will include a site visit by a representative of DYA to evaluate the existing soil conditions. Additionally, the geotechnical investigation will include the collection of bulk and undisturbed soil samples from the sites, laboratory testing, engineering analyses, and the preparation of a report that will present recommendations for the proposed site improvements. The scope of each investigation will consist of five tasks: data review/coordination, field investigation, laboratory testing, engineering analyses, and report preparation.

Subtask F3 – BMP Treatments & Erosion Control Plan

A BMP treatments and Erosion Control Plan will be prepared to comply with National Pollutant Discharge Elimination System (NPDES) standards and incorporate the appropriate Best Management Practices (BMPs).

Mr. Young Park holds Qualified SWPPP Practitioner (QSP) and Qualified SWPPP Developer (QSD) certifications from the California Stormwater Quality Association (CASQA). For this project, he will review possible and practical BMP measures that can be incorporated into the project such as bio-swale, etc. We will discuss the relative merits and costs of each system with City staff and will include selected measures in the design plans.

Subtask F4 – Solar Powered Speed Awareness Signs, Regulatory Speed Signs Location Map & Detailed Specification

A location map to show the proposed solar-powered speed awareness signs and regulatory speed signs shall be prepared. The RFP calls for four speed awareness signs and 25 regulatory speed signs. Based on our initial field review, we believe more speed awareness signs are needed at locations near the school and the curvature areas. The locations will be determined in accordance with CA MUTCD standards and by the evaluation of sight distance, curvature, and accident locations. Detailed specifications for the solar signs, four-inch white line striping, and regulatory speed signs shall also be determined.

Subtask F5 – Roadway Improvement Plans

The final street improvement plans will be prepared at a scale of 1" = 40' using AutoCAD. The plan will be in accordance with City's grading requirements. The plans will show all information obtained from the comprehensive field topographic survey, utility information, finished surface, finished grade, flow lines, and drainage devices. All necessary notes, tables, schedules, and details will be shown on the

3. Work Plan

construction plans. It is estimated that the following plan sheets will be included in the construction documents:

<u>Plan Sheet</u>	<u>Includes</u>
Cover Sheet	Title, Vicinity Map, Notes, Benchmark, DigAlert, Legend
Topographic Survey	Survey Information
Improvement Plans	Roadway Improvement Plan, Profile, Cross Sections & Drainage Plans
Signing & Striping Plans	Traffic Calming Measures
Erosion Control Plan	SWPPP Report & Others
Construction Details	Details

TASK G - PROJECT SPECIFICATIONS

KOA will prepare full specifications comprised of the City’s general provisions (boilerplate) and the technical specifications.

TASK H - ENGINEER’S ESTIMATE

KOA will prepare engineer’s cost estimates of construction for the 95% submittal and final submittal. Costs will be based upon nominal unit costs obtained from similar projects within the past year. A final engineer’s cost estimate will be submitted with the 100% plans.

TASK I – ENVIRONMENTAL DOCUMENT & CERTIFICATION

The KOA team will provide preliminary plans at a 30% level showing the project foot print, right-of-way lines, and general project work (2 sheets, max) to the City for the environmental submittal. We will also assist the City with other form submittals. It is expected that the project will require a NEPA Categorical Exemption/Categorical Exclusion (CE). KOA will prepare a draft CE checklist form in the most recent format included in Caltrans’ Standard Environmental Reference, Chapter 30 – Categorical Exclusions. We will make any revisions to the CE checklist and provide a revised draft CE checklist for submittal to Caltrans. After Caltrans’ review, the team will revise the document and provide the final document for submittal to Caltrans. This scope of work and cost estimate assumes one round of comments and responses for each version of the document (draft and revised draft) and that no additional analysis or technical studies are required to respond to comments.

TASK J - CONSTRUCTION ASSISTANCE

Mr. Oei will take the lead for the construction support and field inspections. We will respond to bidder inquiries during the bidding process, including the preparation of any addenda. Upon award of the construction contract, we will attend the pre-construction meeting.

3. Work Plan

KOA will review and approve all submittals and shop plan drawings required to support the construction contract. We will complete shop drawing reviews within two weeks of receipt. Contract Change Order reviews shall be completed within two working days of receipt.

We will respond to written requests for information (RFIs) to provide clarification or resolve discrepancies in the contract documents. Responses shall be completed within three working days.

KOA will provide periodic field reviews, as requested by the City. As part of this process, we will bring any observed defects or deficiencies in the work by the construction contractor to the attention of the City.

TASK K – AS BUILT PLAN PREPARATION

Upon the completion of construction, record drawings shall be submitted to the City. We will incorporate all changes to the plans electronically with all necessary revision notations. Once the plans have been updated, a signed set of record drawing Mylars will be submitted to the City with an electronic copy (in CADD and pdf formats) of the final as-built drawings via CD or e-mail.

DELIVERABLES

The 65%, 95%, and 100% submittal packages will include two sets of full-sized prints, project specifications, including the technical special provisions, and estimates.

The final submittal shall include:

- ▲ One set of stamped & signed Mylar sheets
- ▲ Electronic files of plans in AutoCAD
- ▲ Engineer's cost estimate & project specifications in Word format
- ▲ One set of final plans on bond paper, signed by the KOA project manager
- ▲ Project specification hard copy
- ▲ Engineer's cost estimate hard copy

4. Statements

5. Comments on or Requested Changes to Contract

STATEMENTS

This proposal shall remain valid for a period not less than 90 calendar days from the date of submittal.

KOA has examined and is familiar with the RFP, its terms, and its conditions. KOA accepts and will comply with the requirements, terms, and conditions, as outlined.

KOA has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily finance and complete this project.

To the best of my knowledge, KOA has no financial, business, or other relationships with the City and/or its staff members that may have an impact on the outcome of the project required for performance.

As a vice president with the authority to contractually bind the firm, my signature authorizing the above statements and the proposal as a whole, is provided on the required signature form.

COMMENTS

KOA takes no exceptions to the standard contract language presented in the RFP.

IX. SIGNATURE PAGE

PROFESSIONAL ENGINEERING & DESIGN SERVICES

BUNDY CANYON SAFETY IMPROVEMENT PROJECT #HRRR-5484(010)

Failure to complete, sign and return this submittal page with your proposal may be cause for rejection.

Contact Information	Response
Company Name	KOA Corporation
Name and Title of Primary Contact Person	Min Zhou, Vice President
Company Address	2141 W Orangewood Ave, Suite A Orange, CA 92868
Phone Number	(714) 573-0317
Email Address	mzhou@koacorp.com
Company Website	www.koacorporation.com

By signing below I certify that:

I am authorized to bid on behalf of the company represented

I have read and understood the RFP

If awarded a contract I understand that we must abide by the standard contract regulations

The information submitted in this proposal is true to the best of my knowledge



December 1, 2015

Authorized Representative Signature

Date

*If you are not able to certify the above statements, please explain

Forms

ADDENDUM I

ENGINEERING CONTRACT CONSULTANT RATE COMPARISON FORM

CERTIFICATION OF NON-DISCRIMINATION BY CONSULTANTS

DBE FORMS

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

City of Wildomar
Request for Proposals
Professional Engineering & Design Services for
Bundy Canyon Road Safety Improvement Project
HRRR-5484(010)

ADDENDUM 1

This addendum is given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession. The proposer shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s).

Attached for informational purposes is the Cycle 6 Highway Safety Improvement Program (HSIP) application for the Bundy Canyon Road Safety Improvement Project.

Please sign and date a copy of this Addendum and include it within your proposal. Failure to acknowledge receipt of the Addendum may render your proposal as non-responsive.

I have received and read this Addendum to the City of Wildomar RFP for Professional Engineering & Design Services for Bundy Canyon Road Safety Improvement Project and incorporated the changes into this proposal.

 _____ <i>Signature and Company Name</i>	KOA Corporation	_____ 12/1/2015 <i>Date</i>
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Please contact Matt Bennett at the City of Wildomar (mbennett@cityofwildomar.org or 951-677-7751) if you have questions regarding the submittal requirements.

ATTACHMENT C

ENGINEERING CONTRACT CONSULTANT RATE COMPARISON FORM

Consultant shall provide hourly rates for the below mentioned. Add any personnel that will be working in these projects and not mentioned below.

This form will be used for fee comparison purposes only.

Item No.	Description	Hourly Rate
1	Survey Engineer	
2	Principal Engineer	
3	Registered Engineer	
4	Assistant Level Design Engineer	
5	Draftperson	
6	Construction Survey	
7	Three Person Survey Crew	
8	Other- Assoc. Designer	
9	Other- QSP/QSD for Hydrology	
10	Other-	

ATTACHMENT D

CERTIFICATION OF NON-DISCRIMINATION BY CONSULTANTS

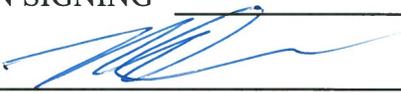
As suppliers of goods or services to the City of Wildomar, the Firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

WE AGREE SPECIFICALLY:

1. To take affirmative steps to hire minority employees with the company.
2. To establish or observe employment policies within affirmative promotion opportunities for minority persons at all job levels.
3. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those servicing minority communities, and to the minority communities at large.

FIRM KOA Corporation

TITLE OF PERSON SIGNING Vice President (Min Zhou)

SIGNATURE 

DATE December 1, 2015

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

None. KOA is a minority-owned business that is also partially owned by women.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Wildomar 2. Contract DBE Goal: 3.7%
 3. Project Description: HSIPL-5484(010) Bundy Canyon Safety Improvement Project Engineering & Design
 4. Project Location: Wildomar, CA
 5. Consultant's Name: KOA Corporation 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Geotechnical Engineering	20160	Diaz Yourman & Associates Christopher Diaz, (714) 245-2920	34%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	34 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
_____ 20. Local Agency Representative's Signature	_____ 21. Date	 _____ 12. Preparer's Signature	_____ Dec. 1, 2015 13. Date
_____ 22. Local Agency Representative's Name	_____ 23. Phone	Min Zhou _____ 14. Preparer's Name	(714) 573-0317 _____ 15. Phone
_____ 24. Local Agency Representative's Title		Vice President _____ 16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Wildomar 2. Contract DBE Goal: 3.7%
 3. Project Description: HSIPL-5484(010) Bundy Canyon Safety Improvement Project Engineering & Design
 4. Project Location: Wildomar, CA
 5. Consultant's Name: KOA Corporation 6. Prime Certified DBE: 7. Total Contract Award Amount: \$89,820
 8. Total Dollar Amount for ALL Subconsultants: \$39,700 9. Total Number of ALL Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Geotechnical Engineering	20160	Diaz-Yourman & Associates Christopher Diaz, (714) 245-2920	\$30,700
Surveying	N/A	Apple Engineering Group	\$9,000
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____			\$ 30,700
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION 34 %
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date <u>Dec. 1, 2015</u> 17. Preparer's Name <u>Min Zhou</u> 18. Phone <u>(714) 573-0317</u> 19. Preparer's Title <u>Vice President</u>

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Corporate / Los Angeles Office

1100 Corporate Center Dr., Suite 201
Monterey Park, California 91754
P 323.260.4703
F 323.260.4705
www.koacorporation.com

Inland Empire Office

3190 C Shelby Street
Ontario, California 91764
P 909.890.9693
F 909.890.9694

Orange County Office

2141 W. Orangewood Avenue, Suite A
Orange, California 92868
P 714.573.0317
F 714.573.9534

San Diego County Office

5095 Murphy Canyon Road, Suite 330
San Diego, California 92123
P 619.683.2933
F 619.683.7982

EXHIBIT "B"
COMPENSATION

.

FEE PROPOSAL

Project Title: Engineering Design Services for Bundy Canyon Safety Improvement #HSIPL- 5484(010)

Option I: Minimum Design Services

Cost Categories	Hourly Rate	Task A Topographic Survey		Task B Utility Research		Task C As-Built Drawing Research		Task D Site Visit		Task E Meetings & Submittals		Task F Preparation of Plans		Task G Project Specifications		Task H Engineer's Estimate		Task I NEPA Env. Doc. Preparation		Task J Construction Support & Field Inspection		Task K As Built Plan Preparation		Grand Total (All Design)		Grand Total (All tasks)			
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount		
Labor:																													
Project Manager	\$ 185.00		\$0		\$0		\$0		\$0		\$740		\$740		\$370		\$0		\$740		\$0		\$0		\$0	14	\$2,590	14	\$2,590
Project Engineer	\$ 155.00		\$0		\$0		\$620		\$620		\$620		\$2,480		\$620		\$1,740		\$620		\$3,875		\$620		\$6,200	40	\$6,200	69	\$10,695
Associate Designer	\$ 125.00		\$0		\$500		\$500		\$500		\$0		\$2,500		\$0		\$500		\$2,000		\$0		\$0		\$6,000	48	\$6,000	48	\$6,000
Assistant Engineer	\$ 100.00		\$0		\$0		\$0		\$0		\$0		\$4,000		\$800		\$0		\$400		\$0		\$0		\$5,200	52	\$5,200	52	\$5,200
Tech Asst.	\$ 70.00	0	\$0	8	\$560		\$0		\$0		\$0		\$1,400		\$0		\$0		\$0		\$0		\$420		\$1,960	28	\$1,960	34	\$2,380
Subtotal - Labor		0	\$0	8	\$560	4	\$500	8	\$1,120	8	\$1,360	100	\$11,120	14	\$1,790	12	\$1,740	28	\$3,760	25	\$3,875	10	\$1,040	182	\$21,950	217	\$26,865		
Geotech Survey	\$ -		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Subconsultant(s)*			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
GRAND TOTAL			\$0	8	\$560	4	\$500	8	\$1,120	8	\$1,360	100	\$11,120	14	\$1,790	12	\$1,740	28	\$3,760	25	\$3,875	10	\$1,040	182	\$21,950	217	\$26,865		

DBE - Geotechnical

\$13,400

Total

\$35,350

EXHIBIT "C" INSURANCE

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

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

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

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

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

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

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Design Professional shall procure a bond

guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

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

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.7
CONSENT CALENDAR
Meeting Date: December 9, 2015

TO: Mayor and City Council Members

FROM: Daniel A. York, Assistant City Manager

SUBJECT: Tentative Tract Maps 25122 and 32078 - Final Tract Map Approvals, Subdivision Improvement Agreements, Stormwater Management/BMP Facilities Agreements

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE TRACT MAP
25122 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
SUBDIVISION IMPROVEMENT AGREEMENT

2. Adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE TRACT MAP
32078 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
SUBDIVISION IMPROVEMENT AGREEMENT

3. Authorize the City Manger to execute the Stormwater Management/BMP Facilities Agreements for both tracts' Water Quality Management Plans (WQMPs).

DISCUSSION:

Final Map and Subdivision Improvement Agreements

Tentative Tract Map 25122:

Tentative Tract Map 25122 was originally approved on January 30, 2002 by the County of Riverside (County), prior to the incorporation of the City of Wildomar (City). The City approved a minor change to the map on March 12, 2014. Tract 25122 is located on the

southwest corner of the intersection of Palomar Street and McVicar Street and north of the future extension of Delca Lane. The City entered into a grading agreement and a public improvement agreement with the developer, Richmond American Homes of Maryland, Inc., a Maryland corporation (Developer), in July 2015 and both grading activities and construction of improvements have occurred.

Tentative Tract Map 25122 includes 98 residential lots, 3 detention basin lots, 8 open space lots, 1 additional lot, and the dedication of right-of-way on 41.73 acres. Dedicated right-of-way includes nine new streets, two extensions of existing streets, and a barrier strip. Dedicated right-of-way also includes four open space lots for Riverside County Flood Control and Water Conservation District. The Final Map submitted for approval by the Developer 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 B) has been completed for this project based on the City's standard Subdivision Improvement Agreement. The Subdivision Improvement Agreement (Agreement) identifies the Developer's obligations in completing their development's improvements and sets forth policies and procedures for the Developer and the City to ensure that the improvements are completed. The Agreement also provides the City with bonds/securities should the Developer fail to fulfill their obligations. Some Final Map Conditions of Approval for this development have been satisfied. Those Final Map Conditions not satisfied have been identified in Exhibit D of the Subdivision Improvement Agreement.

Tentative Tract Map 32078:

Tentative Tract Map 32078 was originally approved on April 26, 2006 by the County of Riverside (County), prior to the incorporation of the City of Wildomar (City). The City approved a minor change to the map on March 12, 2014. Tract 32078 is located on the southwest corner of the intersection of Palomar Street and McVicar Street, south of the future extension of Delca Lane, and north of Tract 30939. The City entered into a grading agreement and a public improvement agreement with the developer, Richmond American Homes of Maryland, Inc., a Maryland corporation (Developer), in July 2015 and both grading activities and construction of improvements have occurred.

Tentative Tract Map 32078 includes 55 residential lots, 4 open space lots, and the dedication of right-of-way on 15.566 acres. Dedicated right-of-way includes four new streets, two of which are extensions of new streets proposed by Tract 25122. The Final Map submitted for approval by the Developer 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 C) has been completed for this project based on the City's standard Subdivision Improvement Agreement. The Subdivision Improvement Agreement (Agreement) identifies the Developer's obligations in completing their development's improvements and sets forth policies and procedures for the Developer and the City to ensure that the improvements are completed. The Agreement also provides the City with bonds/securities should the Developer fail to fulfill their obligations. Some Final Map Conditions of Approval for this development have been satisfied. Those Final Map Conditions not satisfied have been identified in Exhibit D of the Subdivision Improvement Agreement.

Stormwater Management/BMP Facilities Agreement

These developments were also required to develop Water Quality Management Plans (WQMPs). The WQMPs describe how water quality impacts from the proposed developments will be addressed in the post-construction stage of the developments and how the projects will reduce potential pollutants from entering into the City's MS4/Storm Drain System. The WQMPs include the construction of structural/post-construction Best Management Practices (BMPs) as well as non-structural BMPs such as education to future homeowners and maintenance employees, activity restrictions, etc.....

The developments' WQMPs which have been accepted by the City propose proprietary devices (Filterra Units) as structural BMPs to reduce the potential pollutants in stormwater runoff. The Filterra Units collect low-flow runoff from the development, via curb inlets, and treat the runoff in a filter media prior to runoff discharging into the City's storm drain catch basins. The developer is required to enter into Stormwater Management/BMP Facilities Agreements (BMP Agreements) (Attachments D & E) for the continued maintenance of these facilities. Among other things, the maintenance agreements allow the City to inspect the post-construction BMPs. These agreements require the Developer to continue maintaining the WQMP facilities and also permit the City entrance to the property to inspect the WQMP facilities. If the Developer/landowner has not maintained the WQMP facilities which they are required to maintain, this agreement allows the City to take whatever steps necessary to correct the deficiencies at the landowner's expense.

FISCAL IMPACT:

There are no fiscal impacts to the City at this time. The City will be responsible for the maintenance of the public improvements once constructed and accepted. The developer will annex into the Community Facilities District (CFD) Services to offset the City's maintenance costs of the public improvements. Riverside County Flood Control and Water Conservation District (RCFC&WCD) will be responsible for the maintenance of their right-of-way and their improvements within the developments.

In compliance with the City's NPDES/MS4 Permit, the City will be required to perform inspections of the WQMP facilities for both tracts during the lifetime of the developments and also receive and/or process verifications from the landowner(s) indicating that the WQMP facilities are being maintained. These inspection and processing activities are not paid for by the landowner(s) and require that the City use its own funds from the

'General Fund – Stormwater' account. Maintenance of WQMP facilities will be the responsibility of the homeowner's association (HOA). If the landowner(s) fails to maintain the WQMP facilities and the City expends funds to maintain the WQMP facilities to ensure the City's MS4/Storm Drain System is protected, the BMP Agreements obligate the landowner(s) to pay the City for all associated costs incurred.

Submitted by:
Daniel A. York
Assistant City Manager
Public Works Director/City Engineer

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

TR 25122 Resolution and Exhibit A (Final Tract Map and ECS)
TR 32078 Resolution and Exhibit A (Final Tract Map and ECS)
Attachment A – Aerial Image of Tract 25122 and Tract 32078's Location
Attachment B – Tract Map 25122 Subdivision Improvement Agreement
Attachment C – Tract Map 32078 Subdivision Improvement Agreement
Attachment D – Tract Map 25122 Stormwater Management/BMP Facilities Agreement
Attachment E – Tract Map 32078 Stormwater Management/BMP Facilities Agreement

RESOLUTION NO. 2015 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE TRACT MAP 25122
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 25122, on January 30, 2002; and

WHEREAS, the City subsequently approved a Minor Change to the Tentative Map on March 12, 2014; and

WHEREAS, consistent with the approved Tentative Map, Richmond American Homes of Maryland, Inc., a Maryland corporation, 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 on January 30, 2002 and an addendum certified by the City for the Tentative Map Minor Change on March 12, 2014; and

WHEREAS, the City has determined that this Final Map is statutorily exempt from the California Environmental Quality Act (CEQA) Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268, (b) (3) Ministerial Projects, approval of final subdivision maps.

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 statutorily exempt from the California Environmental Quality Act (CEQA), Statutory 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, Notice of Exemption, and the Agreements to the County Recorder of the County of Riverside for filing.

PASSED, APPROVED, AND ADOPTED this 9th day of December, 2015.

Ben Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

RESOLUTION NO. 2015 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE TRACT MAP 32078
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 32078, on April 26, 2006; and

WHEREAS, the City subsequently approved a Minor Change to the Tentative Map on March 12, 2014; and

WHEREAS, consistent with the approved Tentative Map, Richmond American Homes of Maryland, Inc., a Maryland corporation, 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 on April 26, 2006 and an addendum certified by the City for the Tentative Map Minor Change on March 12, 2014; and

WHEREAS, the City has determined that this Final Map is statutorily exempt from the California Environmental Quality Act (CEQA) Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268, (b) (3) Ministerial Projects, approval of final subdivision maps.

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 statutorily exempt from the California Environmental Quality Act (CEQA), Statutory 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, Notice of Exemption, and the Agreements to the County Recorder of the County of Riverside for filing.

PASSED, APPROVED, AND ADOPTED this 9th day of December, 2015.

Ben Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

TRACT MAP NO. 25122

BEING A SUBDIVISION OF ALL OF LOT B AND A PORTION OF LOT A AND THOSE PORTIONS OF PARCELS 1 THROUGH 4 INCLUSIVE, OF PARCEL MAP NO. 8725, BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SHOWN AS PARCELS A, B, C AND D OF LOT LINE ADJUSTMENT NO. 4497 RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013, OFFICIAL RECORDS OF SAID COUNTY, ALSO, BEING WITHIN RANCHO LA LAGUNA.

RICK ENGINEERING COMPANY

NOVEMBER 2015

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.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "M", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "A" AND LOT "B" (PALOMAR STREET), THE OWNERS OF LOT 101 AND LOT 106, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ALSO EXCEPTING ONE TWENTY FOOT (20') ACCESS OPENING FOR LOT 106, AS SHOWN HEREON. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ABUTTERS' RIGHTS OF ACCESS ALONG McVICAR STREET. THE OWNER OF LOT 101 ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ALSO, EXCEPTING ONE TWENTY FOOT (20') EMERGENCY ACCESS OPENING FOR LOT 101, AS SHOWN HEREON. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "N". THE DEDICATION IS FOR (1) ONE-FOOT BARRIER STRIP FOR ROAD AND ACCESS CONTROL.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE AND ACCESS EASEMENTS OVER ALL OF LOT 103, LOT 107, LOT 109 AND LOT 110 AS SHOWN HEREON. THE DEDICATION IS FOR FLOOD CONTROL AND DRAINAGE PURPOSES, INCLUDING INGRESS AND EGRESS, FOR CONSTRUCTION, INSPECTION, AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS WITHIN LOTS 100, 104, 105 AND 109 AS SHOWN HEREON. THE DEDICATION IS FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: INGRESS AND EGRESS EASEMENT OVER ALL OF LOT 109 AND LOT 110 AS SHOWN HEREON. THE DEDICATION IS FOR INGRESS AND EGRESS.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: SLOPE EASEMENT WITHIN LOT 103 AS SHOWN HEREON. THE DEDICATION IS FOR LANDSCAPE AND MAINTENANCE PURPOSES.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EMERGENCY ACCESS OPENING WITHIN LOT 99 AND 101, 20' WIDE AS SHOWN HEREON. THE DEDICATION IS FOR EMERGENCY ACCESS OPENING.

WE HEREBY RETAIN LOTS 99, 101, 102, 103, 106, 107, 108, 109 AND 110 INDICATED AS "OPEN SPACE" FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE ALSO HEREBY RETAIN LOTS 100, 104 AND 105 INDICATED AS "CLEAN WATER BASIN" FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION

BY: [Signature]
NAME: Sondra Harris

TITLE: VP

BY: _____
NAME: _____

TITLE: _____

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK/WILDOMAR VALLEY 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 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.

ABANDONMENT OF PUBLIC STREETS 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 A PORTION OF THE FOLLOWING:

LOT B AND A PORTION OF LOT A AS DEDICATED TO THE PUBLIC PER PARCEL MAP NO. 8725, FILED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS.

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:

AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY PER BOOK 701, PAGE 272, OF DEEDS RECORDED DECEMBER 29, 1926.

AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY PER BOOK 280, PAGE 591, OFFICIAL RECORDS, RECORDED JUNE 1, 1936.

AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY PER BOOK 281, PAGE 451, OFFICIAL RECORDS, RECORDED JUNE 1, 1936.

AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER BOOK 837, PAGE 61, OFFICIAL RECORDS, RECORDED MAY 19, 1947.

AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER BOOK 1541 PAGE 161, OFFICIAL RECORDS, RECORDED JANUARY 7, 1954

SOILS REPORT

A PRELIMINARY SOILS REPORT WAS PREPARED BY PETRA GEOTECHNICAL INC. ON APRIL 19, 2004. AS REQUIRED BY THE HEALTH AND SAFETY CODE.

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 ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF 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.

DATE: _____, 20____

CASH OR SURETY BOND

DON KENT
COUNTY TAX COLLECTOR

BY: _____ DEPUTY

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 \$ _____.

DATE: _____, 20____

DON KENT
COUNTY TAX COLLECTOR

BY: _____ DEPUTY

CITY CLERK CERTIFICATE

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HEREBY APPROVES THIS TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES OF LOTS "A" THROUGH "M", AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM. SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

WE ALSO HEREBY ACCEPT THE (1) ONE-FOOT BARRIER STRIP LOT N FOR ROAD AND ACCESS CONTROL.

WE ALSO HEREBY ACCEPT DRAINAGE AND ACCESS EASEMENTS OVER ALL OF LOT 103, LOT 107, LOT 109 AND LOT 110 FOR FLOOD CONTROL AND DRAINAGE PURPOSES, INCLUDING INGRESS AND EGRESS, FOR CONSTRUCTION, INSPECTION, AND MAINTENANCE OF DRAINAGE FACILITIES. SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

WE ALSO HEREBY ACCEPT THE DRAINAGE EASEMENTS WITHIN LOTS 100, 104, 105 AND 109 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

WE ALSO HEREBY ACCEPT THE EASEMENT FOR INGRESS AND EGRESS OVER ALL OF LOT 109 AND LOT 110.

WE ALSO HEREBY ACCEPT THE SLOPE EASEMENT FOR LANDSCAPE AND MAINTENANCE PURPOSES WITHIN LOT 103, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

I ALSO HEREBY STATE THAT THE APPROVAL OF SUBJECT MAP IS PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED: _____, BY: DEBBIE A. LEE, CMC
CITY CLERK
CITY OF WILDOMAR, CALIFORNIA

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: _____

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: _____, DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

ENGINEER'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 SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CV COMMUNITIES, LLC ON JANUARY 25, 2005. I HEREBY STATE THAT ALL 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: 11/12/15 2015

[Signature]
ROBERT A. STOCKTON R.C.E. 33591



CITY ENGINEER'S STATEMENT

THIS MAP CONFORMS WITH 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 25122 AS FILED, AMENDED AND APPROVED BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ON JANUARY 29, 2012, AND AS AMENDED BY THE MINOR CHANGE APPROVED BY THE CITY OF WILDOMAR CITY COUNCIL ON MARCH 12, 2014, THE EXPIRATION DATE BEING JANUARY 30, 2017.

DATED: _____ 2015

DANIEL A. YORK, CITY ENGINEER
R.C.E. 43212, EXPIRES 3-31-2016



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT THE TRACT MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: _____ 2015

DANIEL A. YORK, CITY SURVEYOR
L.S. 7962, EXPIRES 3-31-2016



TRACT MAP NO. 25122

BEING A SUBDIVISION OF ALL OF LOT B AND A PORTION OF LOT A AND THOSE PORTIONS OF PARCELS 1 THROUGH 4 INCLUSIVE, OF PARCEL MAP NO. 8725, BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SHOWN AS PARCELS A, B, C AND D OF LOT LINE ADJUSTMENT NO. 4497 RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013, OFFICIAL RECORDS OF SAID COUNTY. ALSO, BEING WITHIN RANCHO LA LAGUNA.

RICK ENGINEERING COMPANY

NOVEMBER 2015

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF Orange

ON 11/16/15 BEFORE ME, Rhonda Harper, A
NOTARY PUBLIC PERSONALLY APPEARED
Sonora Harris

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,

SIGNATURE [Signature]

NAME:
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: Orange

COMMISSION EXPIRES: May 30th, 2016

COMMISSION NO. OF NOTARY: 1976900

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____, A
NOTARY PUBLIC PERSONALLY APPEARED

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,

SIGNATURE _____

NAME:
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION NO. OF NOTARY: _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____, A
NOTARY PUBLIC PERSONALLY APPEARED

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,

SIGNATURE _____

NAME:
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION NO. OF NOTARY: _____

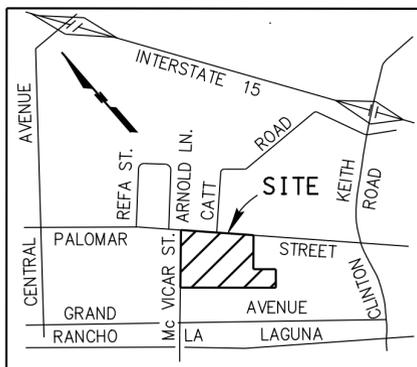
IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 25122

BEING A SUBDIVISION OF ALL OF LOT B AND A PORTION OF LOT A AND THOSE PORTIONS OF PARCELS 1 THROUGH 4 INCLUSIVE, OF PARCEL MAP NO. 8725, BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SHOWN AS PARCELS A, B, C AND D OF LOT LINE ADJUSTMENT NO. 4497 RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013, OFFICIAL RECORDS OF SAID COUNTY. ALSO, BEING WITHIN RANCHO LA LAGUNA.

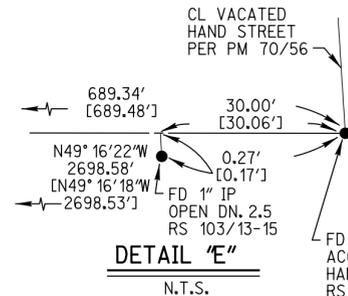
RICK ENGINEERING COMPANY

NOVEMBER 2015



VICINITY MAP

N.T.S.



DETAIL "E"

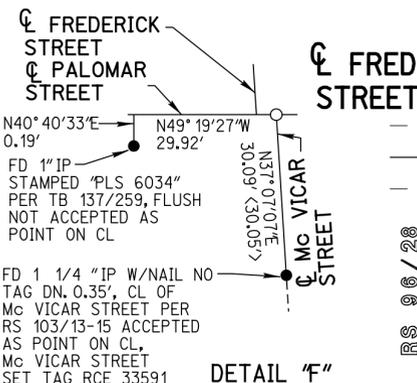
N.T.S.

SEARCHED NOTHING FOUND ESTABLISHED BY INTERSECTION OF LINE FROM CLINTON KEITH RD. TO CATT RD., AND THE LINE FROM A.T.&S.F. RR CL INTERSECTION WITH MC VICAR ST. TO THE MONUMENT FOUND 30.09' SW OF PALOMAR ST.

TRACT MAP 30304 MB 338/55-58

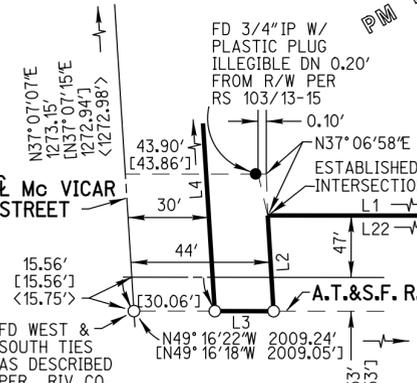
TRACT MAP 29029 MB 336/67-71

FD SPK & WASHER 1.5 4741", PER CR 05-536 FLUSH IN LIEU OF PK AND WASHER STAMPED RIV. CO. TRANS. FLUSH PER MB 409/85-87 ACCEPTED FOR CL INTERSECTION



DETAIL "F"

N.T.S.



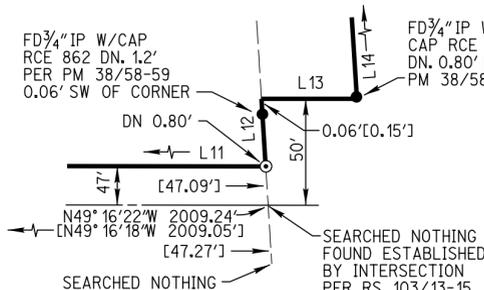
DETAIL "C"

N.T.S.

No.	DIRECTION	DISTANCE	RECORD
L1	N 49° 16' 22" W	582.77'	(N49° 16' 18" W 582.60')
L2	N 37° 07' 07" E	62.65'	(N37° 07' 15" E 62.65')
L3	N 49° 16' 22" W	14.03'	(N49° 16' 18" W 14.03')
L4	N 37° 07' 07" E	1243.11'	(N37° 07' 15" E 1242.92')
L5	N 49° 19' 27" W	502.48'	(N49° 19' 30" W 502.42')
L6	N 37° 07' 06" E	573.64'	(N37° 07' 24" E 573.65')
L7	N 52° 52' 54" W	3.00'	(N52° 52' 36" W 3.00')
L8	N 37° 07' 06" E	336.34'	(N37° 07' 24" E 336.23')
L9	N 40° 46' 42" E	42.09'	(N40° 46' 46" E 42.04')
L10	N 47° 07' 01" W	213.12'	(N47° 07' 13" W 213.28')
L11	N 49° 16' 22" W	868.97'	(N49° 16' 18" W 868.97')
L12	N 37° 13' 44" E	3.01'	(N37° 14' 26" E 3.01')
L13	N 49° 16' 22" W	32.92'	(N49° 16' 18" W 32.96')
L14	N 37° 05' 43" E	368.96'	(N37° 05' 48" E 369.10')
L15	N 49° 18' 15" W	562.73'	(N49° 19' 27" W 562.74')
L16	N 37° 06' 20" E	825.68'	(N37° 05' 48" E 825.61')
L17	N 49° 19' 27" W	858.37'	(N49° 19' 30" W 858.24')
L18	N 37° 07' 06" E	568.17'	(N37° 07' 24" E 568.19')
L19	N 52° 52' 54" W	3.00'	(N52° 52' 36" W 3.00')
L20	N 37° 07' 06" E	336.34'	(N37° 07' 24" E 336.23')
L21	N 18° 48' 22" W	147.80'	(N18° 49' 17" W 147.60')
L22	N 49° 16' 22" W	205.95'	
L23	N 49° 16' 22" W	219.86'	
L24	N 49° 16' 22" W	156.96'	
L25	N 49° 18' 15" W	529.70'	((N49° 19' 27" W 529.67'))

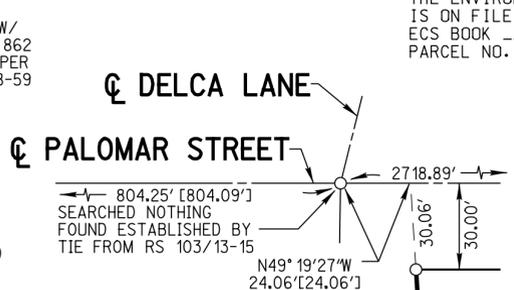
DETAIL "A"

N.T.S.



DETAIL "B"

N.T.S.



DETAIL "D"

N.T.S.

No.	DELTA	RADIUS	LENGTH
C1	43° 31' 57" (43° 31' 12" [43° 31' 12"])	341.00' (341.00' [341.00'])	259.09' (259.01' [259.01'])
C2	2° 09' 21" (2° 09' 05" [2° 09' 05"])	1952.82' (1952.82' [1952.82'])	73.48' (73.33' [73.33'])
C3	55° 55' 28" (55° 56' 41" [55° 56' 41"])	259.00' (259.00' [259.00'])	252.80' (252.89' [252.89'])

ENGINEER'S NOTES

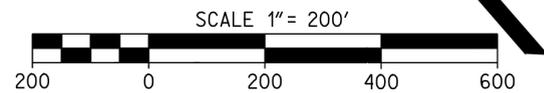
- THE BASIS OF BEARING FOR THIS SURVEY IS THE CENTERLINE OF PALOMAR STREET PER TR 30939 M.B. 409/85-87, SHOWN AS N49° 19' 27" W. FROM CLINTON KEITH RD TO CATT RD.
- INDICATES FD MONUMENT AS NOTED.
- ⊙ INDICATES FD 3/4" IP W/PP RCFC & WCD PER RS 68/26-31 AND RS 103/13-15 UNLESS OTHERWISE NOTED.
- INDICATES SET 1" IRON PIPE TAGGED R.C.E. 33591, FLUSH.
- ALL MONUMENTS SET ARE PER RIVERSIDE COUNTY ORDINANCE 461.9.
- THIS TRACT CONTAINS 41.73 ACRES GROSS.
- DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDING AND OBSTRUCTIONS.
- ALL MONUMENTS SHOWN SET SHALL BE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS MAP.
- THIS TRACT CONTAINS 98 RESIDENTIAL LOTS.
- INDICATES SUBDIVISION BOUNDARY.
- RAD INDICATES RADIAL BEARING.
- () INDICATES RECORD PER LLA NO. 4497 INST. 2002-510013 9/13/2002
- (()) INDICATES RECORD PER PARCEL MAP 8725, PMB 38/58-59
- [] INDICATES RECORD PER RECORD OF SURVEY 103/13-15 DISK STAMPED RIV. CO SURV. PER MB 409/85-87 ACCEPTED AS CL PALOMAR ST. & CLINTON KEITH RD.
- < > INDICATES RECORD PER RECORD OF SURVEY 68/26-31
- << >> INDICATES RECORD PER TRACT 30939 MB 409/85-87
- A LEAD AND DISC STAMPED R.C.E. 33591, SET FLUSH, (RIV. CO. STD. "E"), IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES.
- A 1" IRON PIPE WITH TAG R.C.E. 33591, SET FLUSH (RIV. CO. STD. "A") AT ALL REAR LOT CORNERS AND ANGLE POINTS IN LOT LINES UNLESS OTHERWISE INDICATED.
- ////// INDICATES RESTRICTED ACCESS.
- C.C. & R 's RECORDED _____ PER INST. # _____
- CENTERLINE TIE SHEETS TO BE PREPARED AND FILED WITH THE CITY OF WILDOMAR 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS.

EASEMENT NOTES:

- AN EASEMENT TO SOUTHERN SIERRAS POWER COMPANY PER BOOK 701/272 OF DEEDS, REC. DEC. 29, 1926.
- AN EASEMENT TO SOUTHERN SIERRAS POWER COMPANY PER BOOK 280/591 O.R., REC. JUNE 1, 1936.
- AN EASEMENT TO SOUTHERN SIERRAS POWER COMPANY PER BOOK 281/451 O.R., REC. JUNE 1, 1936.
- AN EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY PER BOOK 837/61 O.R., REC. MAY 19, 1947.
- AN EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY PER BOOK 1541/161 O.R., REC. JAN 7, 1954

ENVIRONMENTAL CONSTRAINT NOTE

THE ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY OF WILDOMAR IN ECS BOOK _____ PAGE _____. THIS AFFECTS ALL PARCEL NO.'S.



SCALE 1" = 200'

PLOT DATE: 17-NOV-2015 JN 14652

TRACT MAP NO. 25122

BEING A SUBDIVISION OF ALL OF LOT B AND A PORTION OF LOT A AND THOSE PORTIONS OF PARCELS 1 THROUGH 4 INCLUSIVE, OF PARCEL MAP NO. 8725, BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SHOWN AS PARCELS A, B, C AND D OF LOT LINE ADJUSTMENT NO. 4497 RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013, OFFICIAL RECORDS OF SAID COUNTY. ALSO, BEING WITHIN RANCHO LA LAGUNA.

RICK ENGINEERING COMPANY

NOVEMBER 2015

NOTES

1. SEE SHEET 3 FOR ENGINEER'S NOTES.
2. SEE SHEET 3 FOR EASEMENT NOTES.
3. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS, OBSTRUCTIONS, OR ENCROACHMENTS BY LANDFILLS.

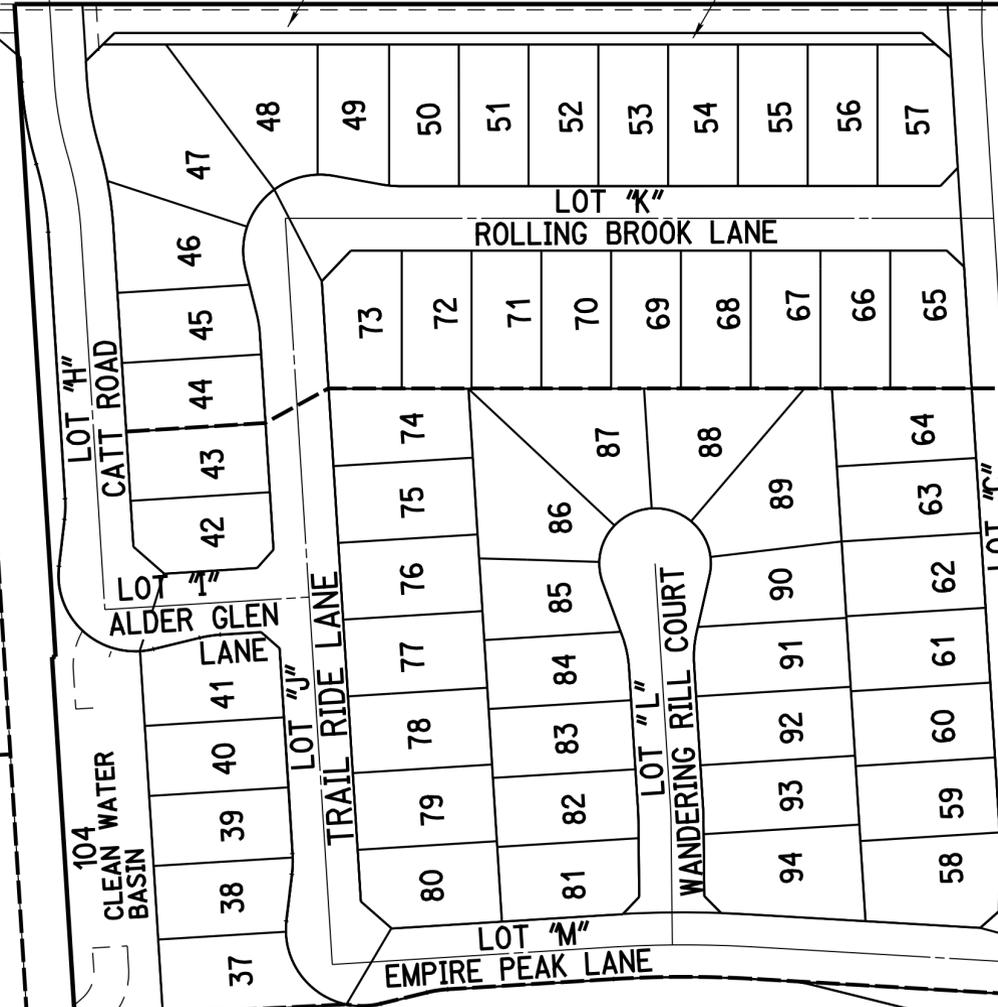
INDEX MAP

☉ PALOMAR STREET

106 OPEN SPACE LOT

LOT "A"

LOT "B"



SHEET NO. 7

SHEET NO. 8

SHEET NO. 9

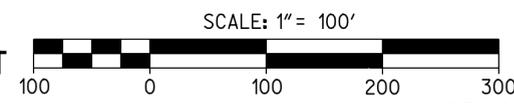
101 OPEN SPACE LOT

SHEET NO. 5

☉ MC VICAR STREET

102 OPEN SPACE LOT

SHEET NO. 6



100

0

100

200

300

108 OPEN SPACE LOT

LOT N BARRIER STRIP

LOT "D" CASTANON WAY

CLEAN WATER BASIN

110 OPEN SPACE LOT

103 OPEN SPACE LOT

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RIGHT OF WAY PER RS 103/13-15

107 OPEN SPACE LOT

CLEAN WATER BASIN

109 OPEN SPACE LOT

WILDOMAR

CHANNEL

SEARCHED NOTHING FOUND
ESTABLISHED BY INTERSECTION
SEE SHEET 3

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

TRACT MAP NO. 25122

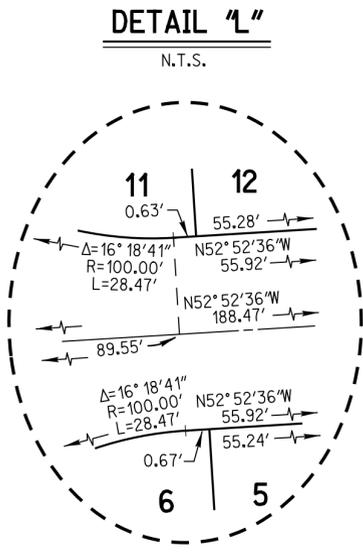
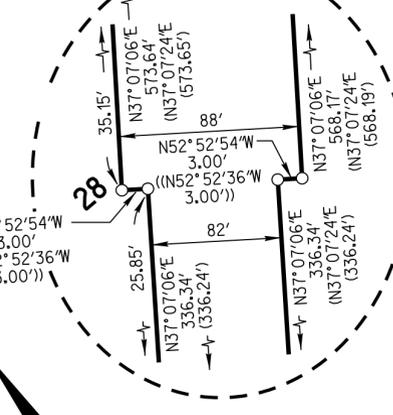
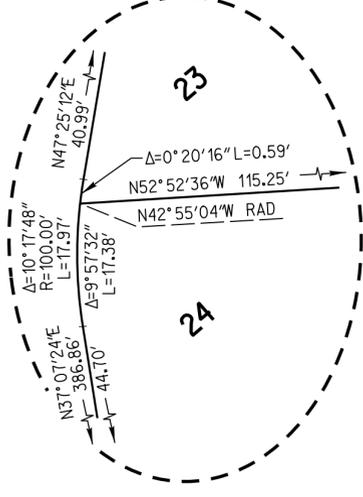
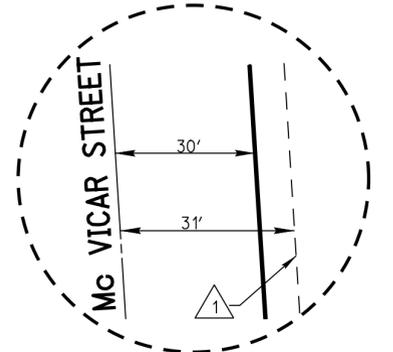
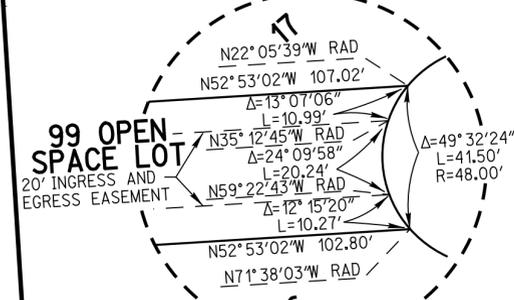
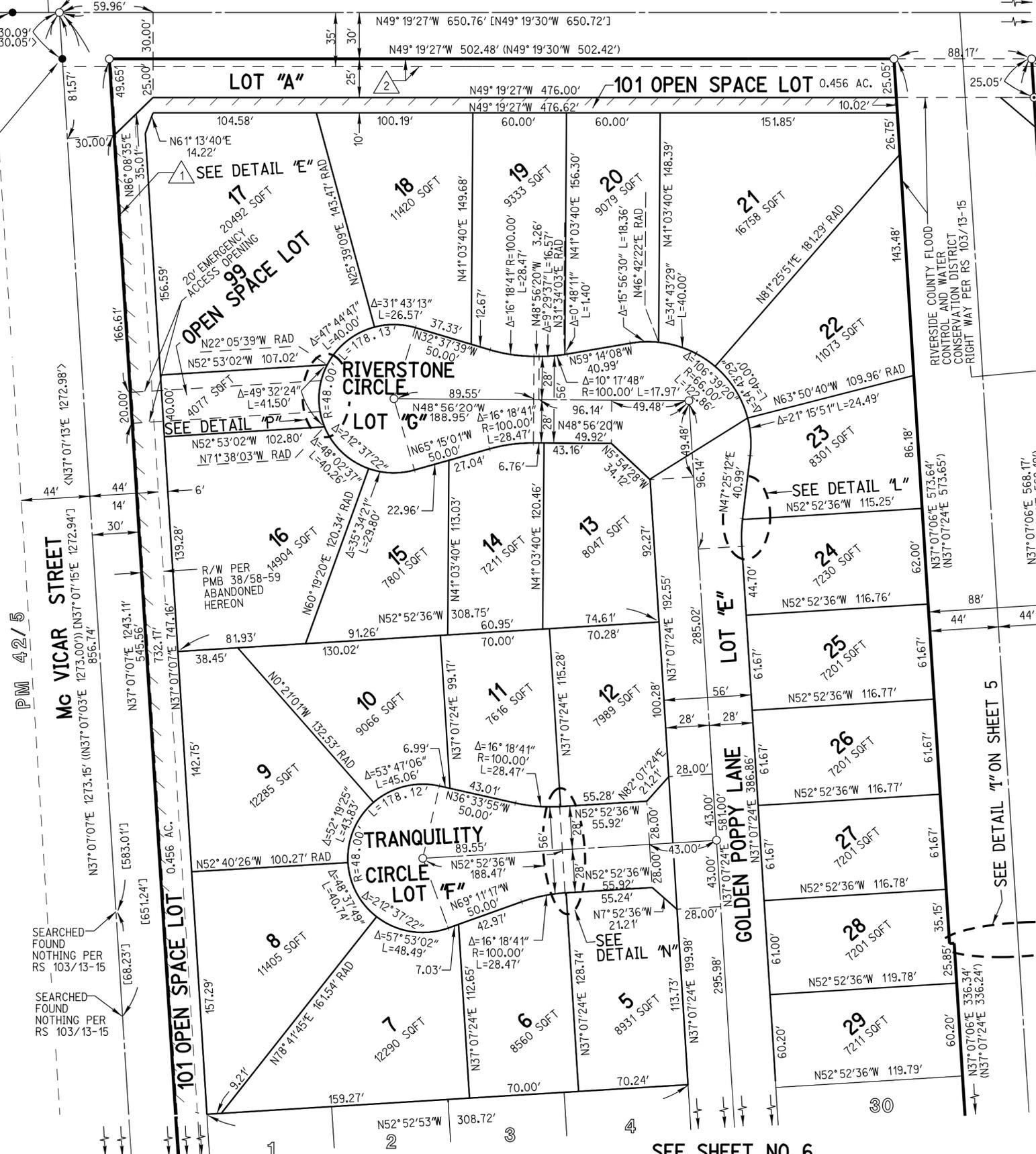
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RICK ENGINEERING COMPANY

NOVEMBER 2015

FD 1" IP STAMPED
"PLS 6034"
PER TB 137/259
FLUSH NOT ACCEPTED
AS POINT ON CL
SEE DETAIL ON
SHEET 3

FD 1/4" IP W/NAIL
NO TAG DN. 0.35"
CL OF MC VICAR
STREET PER
RS 103/13-15
ACCEPTED AS
POINT ON CL
SET TAG RCE 33951

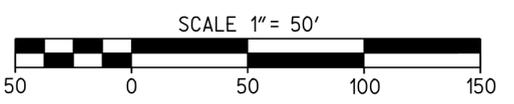


NOTES

1. SEE SHEET 3 FOR ENGINEER'S NOTES.
2. SEE SHEET 3 FOR EASEMENT NOTES.
3. DRAINAGE EASEMENT SHALL BE KEPT FREE OF BUILDINGS, OBSTRUCTIONS, OR ENCROACHMENTS BY LANDFILLS.
4. SEE SHEET 4 FOR INDEX MAP.

SEE SHEET NO. 6

104 CLEAN WATER BASIN
SEE SHEET NO. 7



TRACT MAP NO. 25122

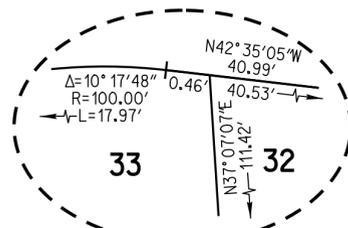
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RICK ENGINEERING COMPANY

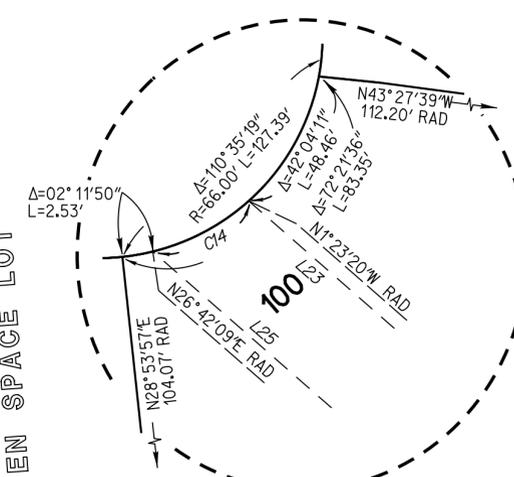
NOVEMBER 2015

NOTES

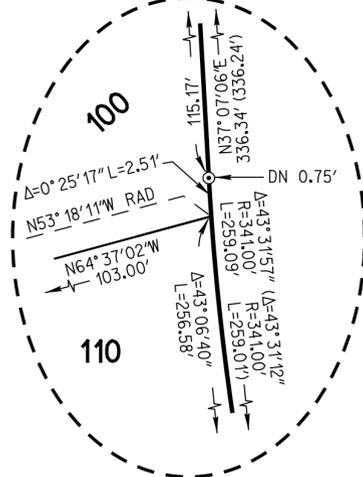
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4. SEE SHEET 4 FOR INDEX MAP.



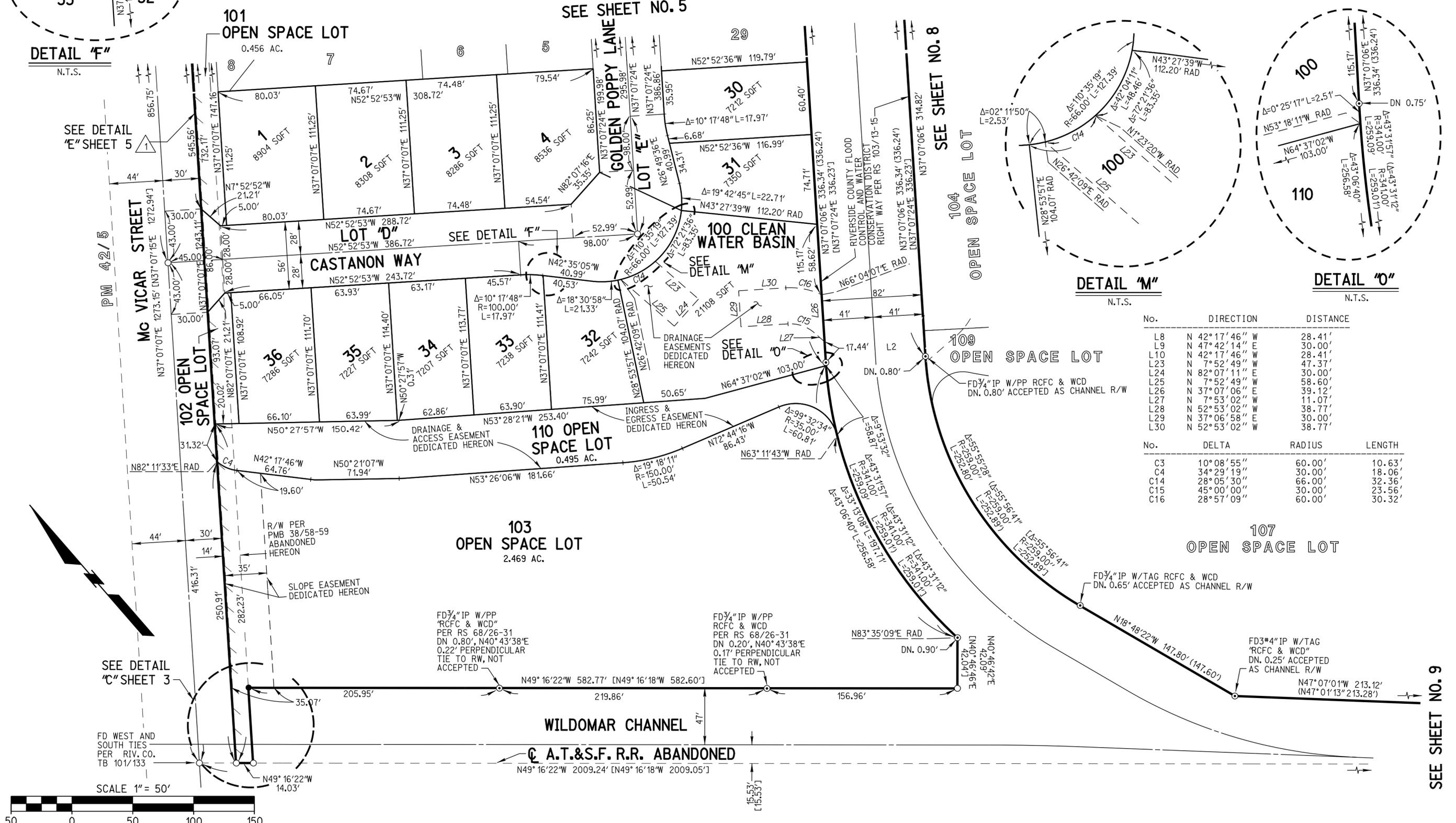
DETAIL "F"
N.T.S.



DETAIL "M"
N.T.S.

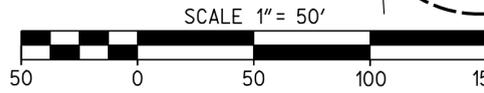


DETAIL "O"
N.T.S.



No.	DIRECTION	DISTANCE
L8	N 42° 17' 46" W	28.41'
L9	N 47° 42' 14" E	30.00'
L10	N 42° 17' 46" W	28.41'
L23	N 7° 52' 49" W	47.37'
L24	N 82° 07' 11" E	30.00'
L25	N 7° 52' 49" W	58.60'
L26	N 37° 07' 06" E	39.12'
L27	N 7° 53' 02" W	11.07'
L28	N 52° 53' 02" W	38.77'
L29	N 37° 06' 58" E	30.00'
L30	N 52° 53' 02" W	38.77'

No.	DELTA	RADIUS	LENGTH
C3	10° 08' 55"	60.00'	10.63'
C4	34° 29' 19"	30.00'	18.06'
C14	28° 05' 30"	66.00'	32.36'
C15	45° 00' 00"	30.00'	23.56'
C16	28° 57' 09"	60.00'	30.32'



SCALE 1" = 50'

G:\d_14652\14652C\Survey\652tmp04.dgn

PLOT DATE: 17-NOV-2015 JN 14652

SEE SHEET NO. 9

SEE SHEET NO. 5

SEE SHEET NO. 8

PM 42/5

SEE DETAIL "C" SHEET 3

WILDOMAR CHANNEL

ABANDONED A.T.&S.F. R.R.

103 OPEN SPACE LOT
2.469 AC.

102 OPEN SPACE LOT

101 OPEN SPACE LOT
0.456 AC.

100 CLEAN WATER BASIN

109 OPEN SPACE LOT

107 OPEN SPACE LOT

104 OPEN SPACE LOT

Mc VICAR STREET

CASTANON WAY

GOLDEN POPPY LANE

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RIGHT WAY PER RS 103/13-15

FD WEST AND SOUTH TIES PER RIV. CO. TB 101/133

FD 3/4" IP W/PP RCFC & WCD PER RS 68/26-31 DN 0.80', N40° 43' 38" E 0.22' PERPENDICULAR TIE TO RW, NOT ACCEPTED

FD 3/4" IP W/PP RCFC & WCD PER RS 68/26-31 DN 0.20', N40° 43' 38" E 0.17' PERPENDICULAR TIE TO RW, NOT ACCEPTED

FD 3/4" IP W/TAG RCFC & WCD DN 0.65' ACCEPTED AS CHANNEL R/W

FD 3/4" IP W/TAG RCFC & WCD DN 0.25' ACCEPTED AS CHANNEL R/W

INGRESS & EGRESS EASEMENT DEDICATED HEREON

DRAINAGE & ACCESS EASEMENT DEDICATED HEREON

DRAINAGE EASEMENTS DEDICATED HEREON

R/W PER PMB 38/58-59 ABANDONED HEREON

SLOPE EASEMENT DEDICATED HEREON

SEE DETAIL "E" SHEET 5

SEE DETAIL "F"

SEE DETAIL "M"

SEE DETAIL "O"

N.T.S.

N.T.S.

N.T.S.

TRACT MAP NO. 25122

BEING A SUBDIVISION OF ALL OF LOT B AND A PORTION OF LOT A AND THOSE PORTIONS OF PARCELS 1 THROUGH 4 INCLUSIVE, OF PARCEL MAP NO. 8725, BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SHOWN AS PARCELS A, B, C AND D OF LOT LINE ADJUSTMENT NO. 4497 RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013, OFFICIAL RECORDS OF SAID COUNTY. ALSO, BEING WITHIN RANCHO LA LAGUNA.

RICK ENGINEERING COMPANY

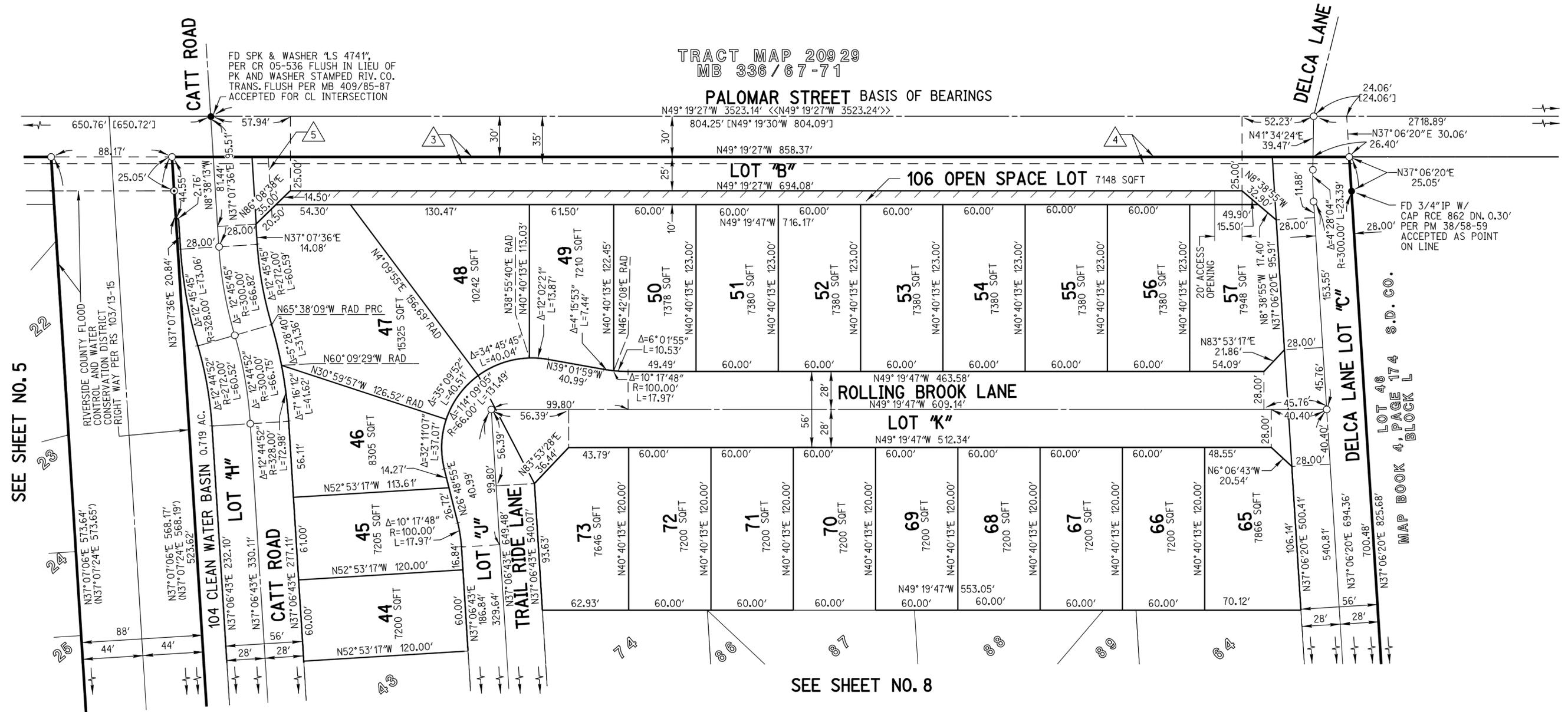
NOVEMBER 2015

NOTES

1. SEE SHEET 3 FOR ENGINEER'S NOTES.
2. SEE SHEET 3 FOR EASEMENT NOTES.
3. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS, OBSTRUCTIONS, OR ENCROACHMENTS BY LANDFILLS.
4. SEE SHEET 4 FOR INDEX MAP.

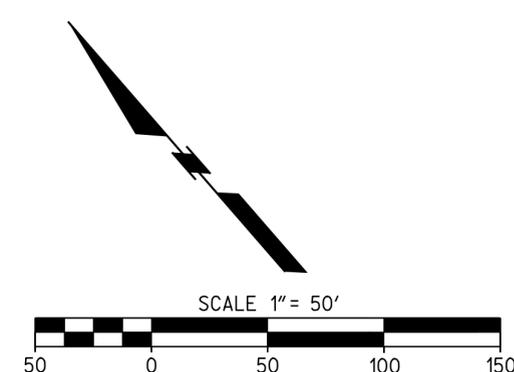
TRACT MAP 20929
MB 336/67-71

PALOMAR STREET BASIS OF BEARINGS



SEE SHEET NO. 5

SEE SHEET NO. 8



SCALE 1" = 50'

PLOT DATE: 17-NOV-2015

JN 14652

No. DIRECTION DISTANCE

L1	N 89° 28' 24"	E	32.27'
L2	N 37° 07' 06"	E	33.08'
L3	N 89° 28' 24"	E	9.19'
L4	N 37° 06' 58"	E	19.33'
L5	N 52° 53' 02"	W	30.00'
L6	N 37° 06' 58"	E	19.33'
L11	N 37° 07' 24"	E	33.67'
L12	N 52° 52' 36"	W	30.00'
L13	N 37° 07' 24"	E	33.67'

No.	DELTA	RADIUS	LENGTH
C1	52° 21' 26"	30.00'	27.41'
C2	52° 21' 26"	60.00'	54.83'
C5	33° 07' 36"	31.50'	18.21'
C6	26° 16' 26"	66.00'	30.27'
C7	33° 25' 06"	61.50'	35.87'
C8	100° 17' 48"	66.00'	115.53'
C9	43° 25' 27"	60.00'	45.47'
C20	3° 59' 22"	1005.00'	69.98'

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

TRACT MAP NO. 25122

BEING A SUBDIVISION OF ALL OF LOT B AND A PORTION OF LOT A AND THOSE PORTIONS OF PARCELS 1 THROUGH 4 INCLUSIVE, OF PARCEL MAP NO. 8725, BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SHOWN AS PARCELS A, B, C AND D OF LOT LINE ADJUSTMENT NO. 4497 RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013, OFFICIAL RECORDS OF SAID COUNTY. ALSO, BEING WITHIN RANCHO LA LAGUNA.

RICK ENGINEERING COMPANY

NOVEMBER 2015

SHEET 8 OF 9 SHEETS

NOTES

1. SEE SHEET 3 FOR ENGINEER'S NOTES.
2. SEE SHEET 3 FOR EASEMENT NOTES.
3. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS, OBSTRUCTIONS, OR ENCROACHMENTS BY LANDFILLS.
4. SEE SHEET 4 FOR INDEX MAP.

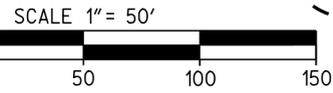
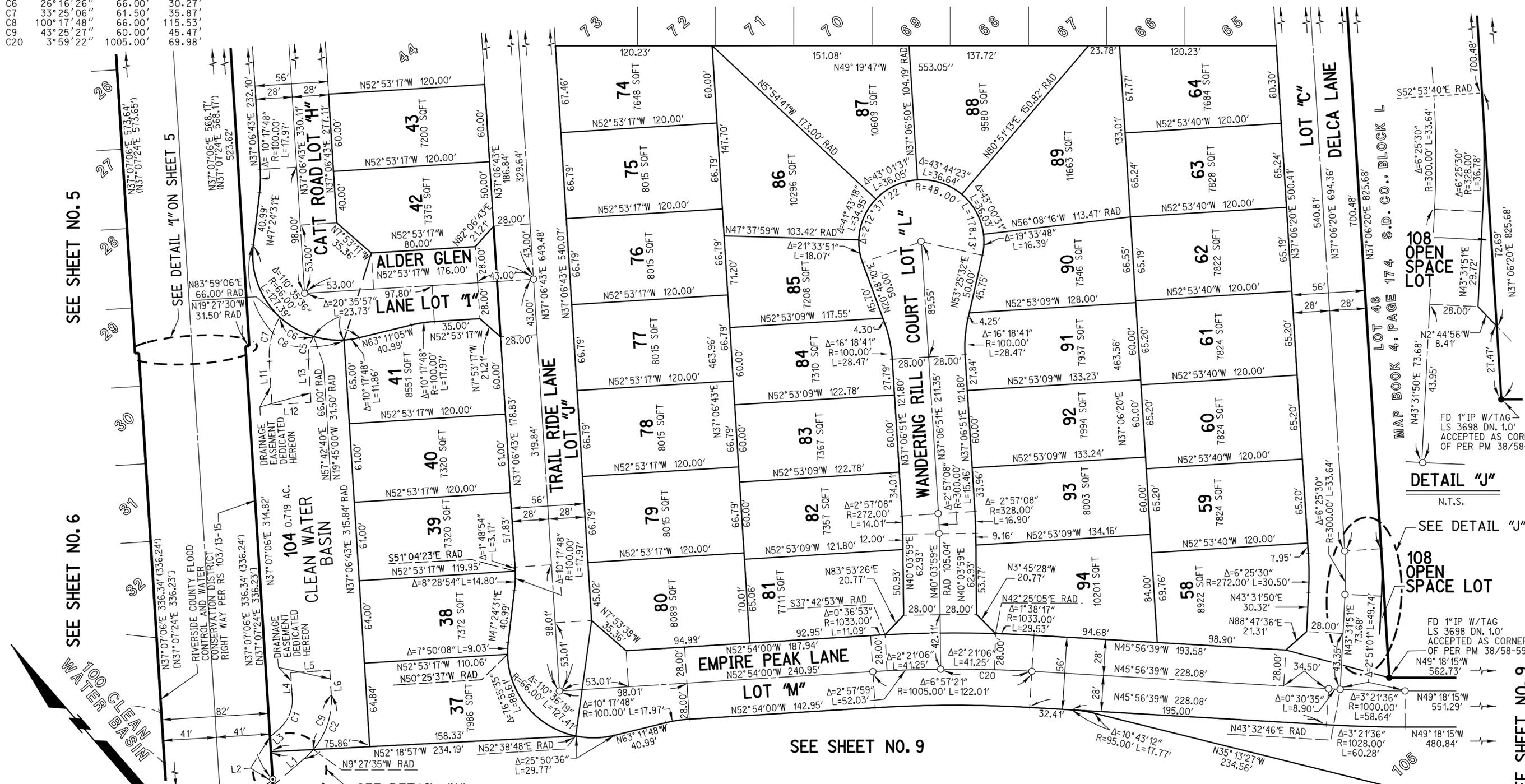
SEE SHEET NO. 7

SEE SHEET NO. 5

SEE SHEET NO. 6

SEE SHEET NO. 9

SEE SHEET NO. 9



DETAIL "J"
N.T.S.

SEE DETAIL "J"

108 OPEN SPACE LOT

FD 1" IP W/TAG
LS 3698 DN. 1.0'
ACCEPTED AS CORNER
OF PER PM 38/58-59

108 OPEN SPACE LOT

FD 1" IP W/TAG
LS 3698 DN. 1.0'
ACCEPTED AS CORNER
OF PER PM 38/58-59

TRACT MAP NO. 25122

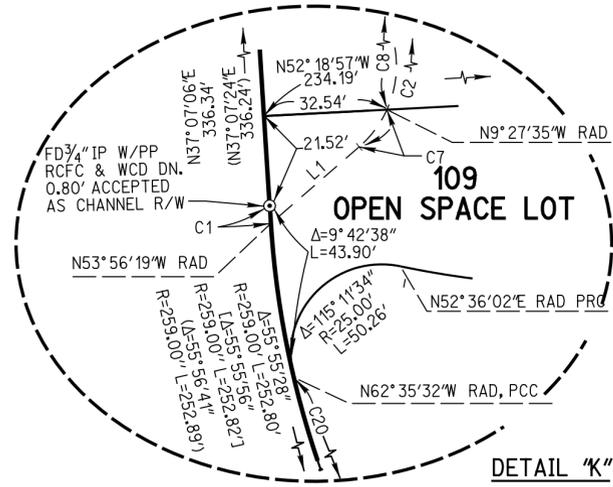
BEING A SUBDIVISION OF ALL OF LOT B AND A PORTION OF LOT A AND THOSE PORTIONS OF PARCELS 1 THROUGH 4 INCLUSIVE, OF PARCEL MAP NO. 8725, BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SHOWN AS PARCELS A, B, C AND D OF LOT LINE ADJUSTMENT NO. 4497 RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013, OFFICIAL RECORDS OF SAID COUNTY. ALSO, BEING WITHIN RANCHO LA LAGUNA.

RICK ENGINEERING COMPANY

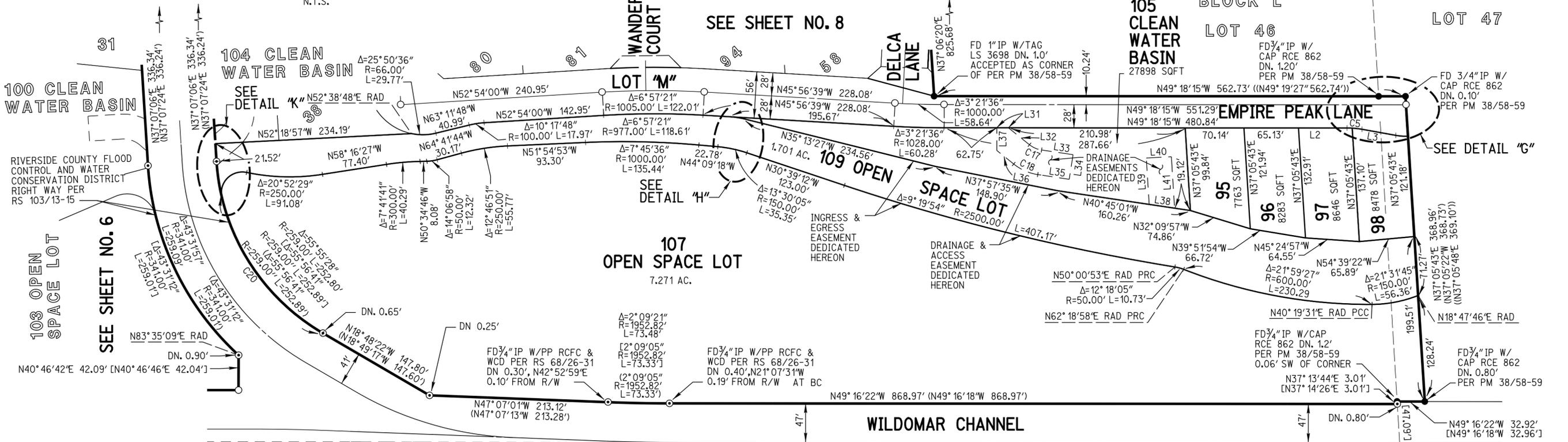
NOVEMBER 2015

NOTES

1. SEE SHEET 3 FOR ENGINEER'S NOTES.
2. SEE SHEET 3 FOR EASEMENT NOTES.
3. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS, OBSTRUCTIONS, OR ENCROACHMENTS BY LANDFILLS.
4. SEE SHEET 4 FOR INDEX MAP.

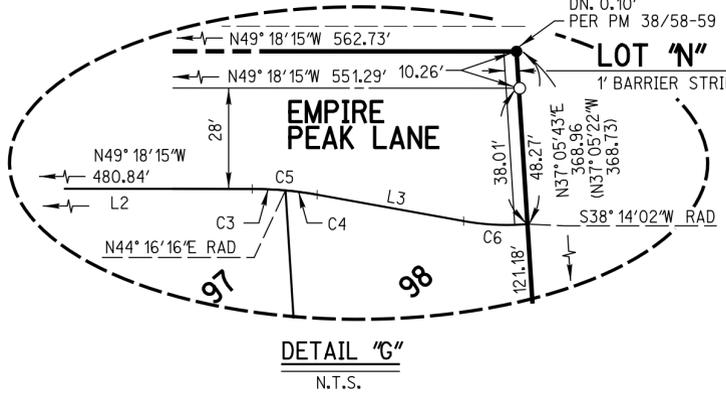


DETAIL "K"
N.T.S.

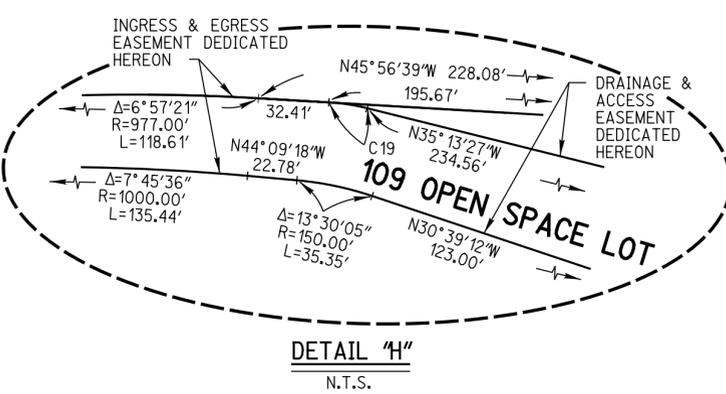


NAME	DIRECTION	LENGTH
L1	N 89° 28' 24" E	32.27'
L2	N 49° 18' 15" W	57.91'
L3	N 39° 00' 27" W	40.99'
L31	N 49° 18' 15" W	13.93'
L32	N 10° 18' 07" W	32.35'
L33	N 40° 39' 39" W	38.00'
L34	N 49° 20' 21" E	30.00'
L35	N 40° 39' 39" W	38.05'
L36	N 10° 18' 07" W	26.00'
L37	N 40° 41' 45" E	27.31'
L38	N 40° 45' 01" W	30.68'
L39	N 37° 07' 24" E	56.01'
L40	N 52° 19' 33" W	30.00'
L41	N 37° 07' 24" E	62.16'

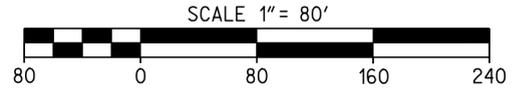
NAME	DELTA	RADIUS	ARC LENGTH
C1	1° 03' 25"	259.00'	4.78'
C2	52° 21' 26"	60.00'	54.83'
C3	3° 34' 30"	100.00'	6.24'
C4	6° 43' 18"	100.00'	11.73'
C5	10° 17' 48"	100.00'	17.97'
C6	12° 45' 31"	66.00'	14.70'
C7	8° 55' 59"	60.00'	9.36'
C8	43° 25' 27"	60.00'	45.47'
C17	30° 23' 44"	30.00'	15.92'
C18	30° 19' 20"	60.00'	31.75'
C19	10° 43' 12"	95.00'	17.77'
C20	46° 12' 50"	259.00'	208.91'



DETAIL "G"
N.T.S.



DETAIL "H"
N.T.S.



ENVIRONMENTAL CONSTRAINT SHEET

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

SHEET 1 OF 1 SHEET

TRACT MAP NO. 25122

BEING A SUBDIVISION OF ALL OF LOT B AND A PORTION OF LOT A AND THOSE PORTIONS OF PARCELS 1 THROUGH 4 INCLUSIVE, OF PARCEL MAP NO. 8725, BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SHOWN AS PARCELS A, B, C AND D OF LOT LINE ADJUSTMENT NO. 4497 RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013, OFFICIAL RECORDS OF SAID COUNTY. ALSO, BEING WITHIN RANCHO LA LAGUNA.

RICK ENGINEERING COMPANY

NOVEMBER 2015

CONSTRAINT NOTES

- THE LAND DIVISION IS LOCATED IN THE "HAZARDOUS FIRE AREA" OF RIVERSIDE COUNTY AS SHOWN ON A MAP ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS. ANY BUILDING CONSTRUCTED ON LOTS CREATED BY THIS LAND DIVISION SHALL COMPLY WITH THE SPECIAL CONSTRUCTION PROVISIONS CONTAINED IN RIVERSIDE COUNTY ORDINANCE 787.2.
 - ALL BUILDINGS SHALL BE CONSTRUCTED WITH CLASS A MATERIAL AS PER THE CALIFORNIA BUILDING CODE.
 - PRIOR TO THE ISSUANCE OF A GRADING PERMIT, THE DEVELOPER SHALL PREPARE AND SUBMIT TO THE FIRE DEPARTMENT FOR APPROVAL A FIRE PROTECTION/VEGETATION MANAGEMENT THAT SHOULD INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS: A) FUEL MODIFICATION TO REDUCE FIRE LOADING, B) APPROPRIATE FIRE BREAKS ACCORDING TO FUEL LOAD, SLOPE AND TERRAIN. C) NON FLAMMABLE WALLS ALONG COMMON BOUNDARIES BETWEEN REAR YARDS AND OPEN SPACE. D) EMERGENCY VEHICLE ACCESS INTO OPEN SPACE AREAS SHALL BE PROVIDED AT INTERVALS NOT TO EXCEED 1500'. E) A HOMEOWNER'S ASSOCIATION OR APPROPRIATE DISTRICT SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL FIRE PROTECTION MEASURES WITHIN THE OPEN SPACE AREAS.
- NOTE: APPLICABLE TO LOTS 103, 107, 109 AND 110.

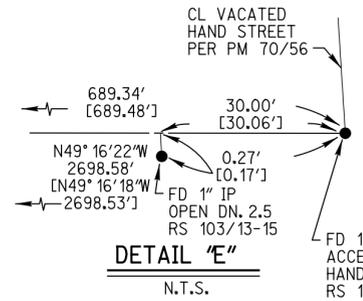
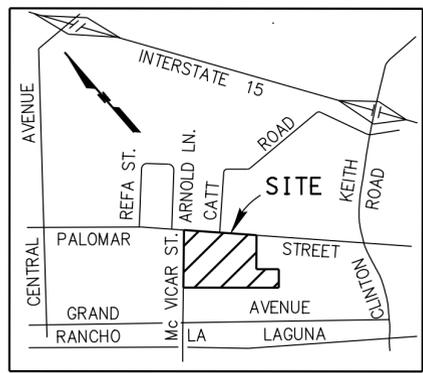
No.	DELTA	RADIUS	LENGTH
C1	43°31'57" (43°31'12" [43°31'12"]	341.00' 341.00' 341.00'	259.09' 259.01' 259.01'
C2	2°09'21" (2°09'05" [2°09'05"]	1952.82' 1952.82' 1952.82'	73.48' 73.33' 73.33'
C3	55°55'28" (55°56'41" [55°56'41"]	259.00' 259.00' 259.00'	252.80' 252.89' 252.89'

- THE REQUIRED WATER SYSTEM INCLUDING FIRE HYDRANTS, SHALL BE INSTALLED AND ACCEPTED BY THE APPROPRIATE WATER AGENCY PRIOR TO ANY COMBUSTIBLE BUILDING MATERIAL PLACED ON AN INDIVIDUAL LOT.
- "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.
- "COUNTY GEOLOGIC REPORT NO. 957 WAS PREPARED FOR THE SUBJECT PROPERTY BY PETRA GEOTECHNICAL ON 7/11/97, 5/1/98, AND 1/5/99 AND IS ON FILE AT THE RIVERSIDE COUNTY PLANNING DEPARTMENT. THE SPECIFIC ITEMS OF CONCERN ARE LIQUEFACTION AND LIQUEFACTION-INDUCED GROUND SETTLEMENT. THESE ITEMS AFFECT ALL PARCELS."

- ALL LOTS, AS SHOWN ON THIS MAP, ARE LOCATED PROXIMATE TO LAND ZONED FOR RESIDENTIAL AND LIGHT AGRICULTURAL USES BY THE COUNTY OF RIVERSIDE. IT IS THE DECLARED POLICY OF THE COUNTY OF RIVERSIDE THAT NO AGRICULTURAL ACTIVITY, OPERATION, OR FACILITY, OR APPURTENANCE THEREOF, CONDUCTED OR MAINTAINED FOR COMMERCIAL PURPOSES IN THE UNINCORPORATED AREA OF THE COUNTY, AND IN A MANNER CONSISTENT WITH PROPER AND ACCEPTED CUSTOMS AND STANDARDS, AS ESTABLISHED AND FOLLOWED BY SIMILAR AGRICULTURAL OPERATIONS IN THE SAME LOCALITY, SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, DUE TO ANY CHANGED CONDITION IN OR ABOUT THE LOCALITY, AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN THREE (3) YEARS, IF IT WASN'T A NUISANCE AT A TIME IT BEGAN. THE TERM "AGRICULTURAL ACTIVITY, OPERATION OR FACILITY, OR APPURTENANCES THEREOF" INCLUDES, BUT IS NOT LIMITED TO, THE CULTIVATION AND TILLAGE OF THE SOIL, THE PRODUCTION, CULTIVATION, GROWING AND HARVESTING OF ANY APICULTURE, OR HORTICULTURE, THE RAISING OF LIVESTOCK, FUR BEARING ANIMALS, FISH OR POULTRY, AND ANY PRACTICES PERFORMED BY A FARMER OR ON A FARM AS INCIDENT TO, OR IN CONJUNCTION WITH, SUCH FARMING OPERATIONS, INCLUDING PREPARATION FOR MARKET, DELIVERY TO STORAGE OR TO MARKET, OR TO CARRIERS FOR TRANSPORTATION TO MARKET."

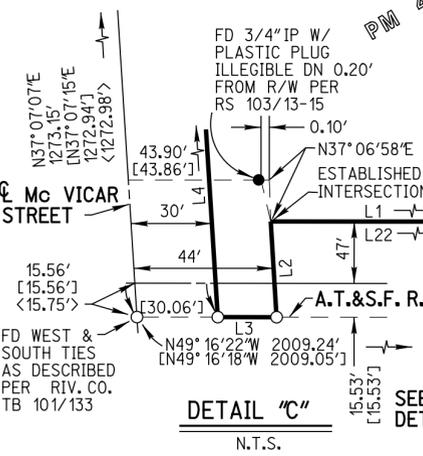
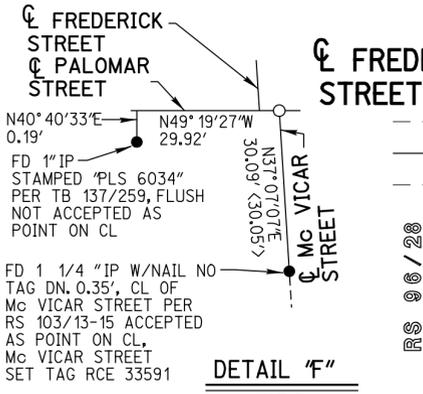
- NOTICE OF DRAINAGE FEES**
- NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK/WILDOMAR VALLEY AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 66483, ET SEQ OF THE GOVERNMENT CODE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



SEARCHED NOTHING FOUND ESTABLISHED BY INTERSECTION OF LINE FROM CLINTON KEITH RD. TO CATT RD., AND THE LINE FROM A.T.&S.F. RR CL INTERSECTION WITH Mc VICAR ST. TO THE MONUMENT FOUND 30.09' SW OF PALOMAR ST.

TRACT MAP 30304 MB 338/55-58
TRACT MAP 29029 MB 336/67-71



FD SPK & WASHER 1.5 4741', PER CR 05-536 FLUSH IN LIEU OF PK AND WASHER STAMPED RIV. CO. TRANS. FLUSH PER MB 409/85-87 ACCEPTED FOR CL INTERSECTION

CATT ROAD

DELCA LANE

CLINTON KEITH ROAD

PALOMAR STREET

Mc VICAR STREET

FREDERICK STREET

GRAND AVENUE

LAGUNA AVENUE

WILDOMAR CHANNEL

No.	DIRECTION	DISTANCE	RECORD
L1	N 49° 16' 22" W	582.77'	(N49° 16' 18" W 582.60')
L2	N 37° 07' 07" E	62.65'	(N37° 07' 15" E 62.65')
L3	N 49° 16' 22" W	14.03'	(N49° 16' 18" W 14.03')
L4	N 37° 07' 07" E	1243.11'	(N37° 07' 15" E 1242.92')
L5	N 49° 19' 27" W	502.48'	(N49° 19' 30" W 502.42')
L6	N 37° 07' 06" E	573.64'	(N37° 07' 24" E 573.65')
L7	N 52° 52' 54" W	3.00'	(N52° 52' 36" W 3.00')
L8	N 37° 07' 06" E	336.34'	(N37° 07' 24" E 336.23')
L9	N 40° 46' 42" E	42.09'	(N40° 46' 46" E 42.04')
L10	N 47° 07' 01" W	213.12'	(N47° 07' 13" W 213.28')
L11	N 49° 16' 22" W	868.97'	(N49° 16' 18" W 868.97')
L12	N 37° 13' 44" E	3.01'	(N37° 14' 26" E 3.01')
L13	N 49° 16' 22" W	32.92'	(N49° 16' 18" W 32.96')
L14	N 37° 05' 43" E	368.96'	(N37° 05' 48" E 369.10')
L15	N 49° 18' 15" W	562.73'	(N49° 19' 27" W 562.74')
L16	N 37° 06' 20" E	825.68'	(N37° 05' 48" E 825.61')
L17	N 49° 19' 27" W	858.37'	(N49° 19' 30" W 858.24')
L18	N 37° 07' 06" E	568.17'	(N37° 07' 24" E 568.19')
L19	N 52° 52' 54" W	3.00'	(N52° 52' 36" W 3.00')
L20	N 37° 07' 06" E	336.34'	(N37° 07' 24" E 336.23')
L21	N 18° 48' 22" W	147.80'	(N18° 49' 17" W 147.60')
L22	N 49° 16' 22" W	205.95'	
L23	N 49° 16' 22" W	219.86'	
L24	N 49° 16' 22" W	156.96'	
L25	N 49° 18' 15" W	529.70'	((N49° 19' 27" W 529.67'))

LOT LINE ADJ. NO. 4497 INST. NO. 2002-510013 REC. 9/13/2002

LOT LINE ADJ. NO. 4497 INST. NO. 2002-510013 REC. 9/13/2002

LOT 46

LOT 47

LOT 45

LOT 46

LOT 47

LOT 48

LOT 49

TRACT MAP NO. 32078

BEING A SUBDIVISION OF A PORTION OF LOT 46 AND LOT 47 IN BLOCK "L" OF ELSINORE, AS SHOWN BY MAP OF BLOCKS "K", "L" AND "M" OF ELSINORE ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, SAN BERNARDINO MERIDIAN.

RICK ENGINEERING COMPANY

NOVEMBER 2015

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 AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "E", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "A" (PALOMAR STREET), THE OWNERS OF LOT 59 ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE AND ACCESS EASEMENTS OVER ALL OF LOT 56 AND LOT 57, AS SHOWN HEREON. THE DEDICATION IS FOR INGRESS AND EGRESS AND FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: STORM DRAIN EASEMENT WITHIN LOT 56, LOT 20 AND OVER ALL OF LOT 58 AND 59 AS SHOWN HEREON. THE DEDICATION IS FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

WE HEREBY RETAIN THE EASEMENT INDICATED AS "13' PRIVATE DRAINAGE EASEMENT" WITHIN LOTS 10 THROUGH 20, INCLUSIVE, AS SHOWN HEREON FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOT 56, LOT 57, LOT 58 AND LOT 59 INDICATED AS "OPEN SPACE" FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION

BY: _____
NAME

TITLE: _____

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:

AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER BOOK 834 PAGE 218, OFFICIAL RECORDS, RECORDED MAY 7, 1947.

AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER BOOK 837, PAGE 61, OFFICIAL RECORDS, RECORDED MAY 19, 1947.

29' SANITARY SEWER EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT REPAIR, MAINTENANCE AND USE OF AN ACCESS ROAD AND PIPELINE FOR SANITARY SEWER AND INCIDENTAL PURPOSES IN FAVOR OF E.V.M.W.D. RECORDED MAY 6, 2004 AS INST. NO. 04-335764 OF OFFICIAL RECORDS.

29' SANITARY SEWER EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT REPAIR, MAINTENANCE AND USE OF AN ACCESS ROAD AND PIPELINE FOR SANITARY SEWER AND INCIDENTAL PURPOSES IN FAVOR OF E.V.M.W.D. RECORDED MAY 6, 2004 AS INST. NO. 04-335765 OF OFFICIAL RECORDS.

29' SANITARY SEWER EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT REPAIR, MAINTENANCE AND USE OF AN ACCESS ROAD AND PIPELINE FOR SANITARY SEWER AND INCIDENTAL PURPOSES IN FAVOR OF E.V.M.W.D. RECORDED JUNE 23, 2004 AS INST. NO. 04-0484120 OF OFFICIAL RECORDS.

SOILS REPORT

A PRELIMINARY SOILS REPORT WAS PREPARED BY PETRA GEOTECHNICAL INC. ON APRIL 19, 2004, UPDATED APRIL 9, 2013 AS REQUIRED BY THE HEALTH AND SAFETY CODE.

CITY CLERK CERTIFICATE

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HEREBY APPROVES THIS TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES OF LOTS "A" THROUGH "E", AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

WE ALSO HEREBY ACCEPT THE EASEMENT FOR INGRESS AND EGRESS AND CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES OVER ALL OF LOT 56 AND LOT 57.

I ALSO HEREBY STATE THAT THE APPROVAL OF SUBJECT MAP IS PURSUANT TO THE PROVISIONS OF SECTION 66436(d)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED: _____ BY: _____
DEBBIE A. LEE, CMC
CITY CLERK
CITY OF WILDOMAR, CALIFORNIA

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 ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF 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.

DATE: _____, 20__

CASH OR SURETY BOND

DON KENT
COUNTY TAX COLLECTOR

BY: _____ DEPUTY

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 \$ _____.

DATE: _____, 20__

BY: _____ DEPUTY

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK/WILDOMAR VALLEY 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 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.

ABANDONMENT OF PUBLIC STREETS 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 A PORTION OF THE FOLLOWING:

AN OFFER OF DEDICATION FOR FLOOD FACILITIES AND INCIDENTAL PURPOSES IN FAVOR RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION RECORDED APRIL 21, 2006 AS INST. NO. 06-290827 OF OFFICIAL RECORDS.

AN OFFER OF DEDICATION FOR FLOOD FACILITIES AND INCIDENTAL PURPOSES IN FAVOR RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION RECORDED APRIL 21, 2006 AS INST. NO. 06-290828 OF OFFICIAL RECORDS.

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: _____
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: _____, DEPUTY
SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

ENGINEER'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 SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CV WILDOMAR 55, LLC ON JULY 6, 2012. I HEREBY STATE THAT ALL 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: 11/22/15 2015


ROBERT A. STOCKTON R.C.E. 33591



CITY ENGINEER'S STATEMENT

THIS MAP CONFORMS WITH 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 32078 AS FILED, AMENDED AND APPROVED BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ON DECEMBER 21, 2005, AND AS AMENDED BY THE MINOR CHANGE APPROVED BY THE CITY OF WILDOMAR CITY COUNCIL ON MARCH 12, 2014, THE EXPIRATION DATE BEING APRIL 25, 2019.

DATED: _____ 2015

DANIEL A. YORK, CITY ENGINEER
R.C.E. 43212, EXPIRES 3-31-2016



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT THE TRACT MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: _____ 2015

DANIEL A. YORK, CITY SURVEYOR
L.S. 7962, EXPIRES 3-31-2016



TRACT MAP NO. 32078

BEING A SUBDIVISION OF A PORTION OF LOT 46 AND LOT 47 IN BLOCK "L" OF ELSINORE, AS SHOWN BY MAP OF BLOCKS "K", "L" AND "M" OF ELSINORE ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, SAN BERNARDINO MERIDIAN.

RICK ENGINEERING COMPANY

NOVEMBER 2015

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____, A
NOTARY PUBLIC PERSONALLY APPEARED

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,

SIGNATURE _____

NAME:
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION NO. OF NOTARY: _____

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____, A
NOTARY PUBLIC PERSONALLY APPEARED

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,

SIGNATURE _____

NAME:
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION NO. OF NOTARY: _____

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____, A
NOTARY PUBLIC PERSONALLY APPEARED

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,

SIGNATURE _____

NAME:
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION NO. OF NOTARY: _____

TRACT MAP NO. 32078

BEING A SUBDIVISION OF A PORTION OF LOT 46 AND LOT 47 IN BLOCK "L" OF ELSINORE, AS SHOWN BY MAP OF BLOCKS "K", "L" AND "M" OF ELSINORE ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, SAN BERNARDINO MERIDIAN.

RICK ENGINEERING COMPANY

PROCEDURE OF SURVEY

NOVEMBER 2015

ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINTS SHEET AFFECTING THIS MAP IS ON FILE IN THE CITY OF WILDOMAR, IN E.C.S. BOOK , PAGE THIS AFFECTS ALL PARCEL NO.'S.

ENGINEER'S NOTES

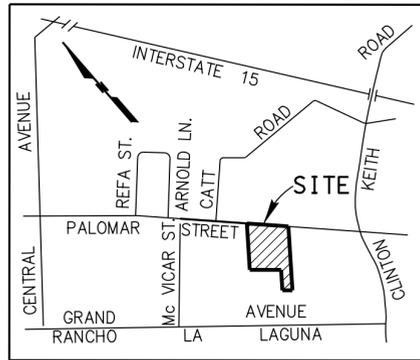
1. THE BASIS OF BEARING FOR THIS SURVEY IS THE CENTERLINE OF PALOMAR STREET PER TRACT 25122 MB /-----/----- SHOWN AS N49°19'27"W. FROM CLINTON KEITH RD. TO CATT RD.
2. ● ----- INDICATES FD MONUMENT AS NOTED.
3. ⊙ ----- INDICATES FD 3/4" IP W/PP RCFC & WCD PER RS 68/26-31 AND RS 103/13-15 UNLESS OTHERWISE NOTED.
4. ■ ----- INDICATES FD 1" IRON PIPE TAGGED R.C.E. 33591, FLUSH PER TR 25122 MB /-----/-----.
5. ○ ----- INDICATES SET 1" IRON PIPE TAGGED R.C.E. 33591, FLUSH.
6. ALL MONUMENTS SET ARE PER RIVERSIDE COUNTY ORDINANCE 461.9.
7. THIS TRACT CONTAINS 15.566 ACRES GROSS.
8. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDING AND OBSTRUCTIONS.
9. ALL MONUMENTS SHOWN SET SHALL BE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS MAP.
10. THIS TRACT CONTAINS 55 RESIDENTIAL LOTS.
11. ----- INDICATES SUBDIVISION BOUNDARY.
12. RAD ----- INDICATES RADIAL BEARING.
13. (()) ----- INDICATES RECORD AND MEASURED PER TRACT MAP 25122, MB /-----/-----, UNLESS NOTED.
14. [] ----- INDICATES RECORD PER RECORD OF SURVEY 103/13-15
15. [[]] ----- INDICATES RECORD PER PARCEL MAP 13471 PMB 70/56
16. < > ----- INDICATES RECORD PER TRACT MAP 30939 MB 409/85-87
17. A LEAD AND DISC STAMPED R.C.E. 33591, SET FLUSH, (RIV.CO.STD. "E"), IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES.
18. A 1" IRON PIPE WITH TAG STAMPED R.C.E. 33591, OR CONCRETE NAIL AND TAG, STAMPED R.C.E. 33591 SET FLUSH (RIV. CO. STD. "A") AT ALL REAR LOT CORNERS AND ANGLE POINTS IN LOT LINES UNLESS OTHERWISE INDICATED.
19. ALL MONUMENTS SET ARE PLACED IN ACCORDANCE WITH ORDINANCE NO. 461.9 OF RIVERSIDE COUNTY, AND THE MONUMENT AGREEMENT FOR THIS MAP.
20. // // // // // INDICATES RESTRICTED ACCESS.
21. C.C. & R 's RECORDED ----- PER INST. # -----
22. CENTERLINE TIE SHEETS TO BE PREPARED AND FILED WITH THE CITY OF WILDOMAR 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS.

EASEMENT NOTES:

1. AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER BOOK 834, PAGE 218, OFFICIAL RECORDS, RECORDED MAY 7, 1947.
2. INTENTIONALLY DELETED.
3. AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER BOOK 837, PAGE 61, OFFICIAL RECORDS, RECORDED MAY 19, 1947.
4. 29' SANITARY SEWER EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT REPAIR, MAINTENANCE AND USE OF AN ACCESS ROAD AND PIPELINE FOR SANITARY SEWER AND INCIDENTAL PURPOSES IN FAVOR OF ELSINORE VALLEY MUNICIPAL WATER DISTRICT RECORDED MAY 6, 2004 AS INST. NO. 04-335764 OF OFFICIAL RECORDS.
5. 29' SANITARY SEWER EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT REPAIR, MAINTENANCE AND USE OF AN ACCESS ROAD AND PIPELINE FOR SANITARY SEWER AND INCIDENTAL PURPOSES IN FAVOR OF ELSINORE VALLEY MUNICIPAL WATER DISTRICT RECORDED MAY 6, 2004 AS INST. NO. 04-335765 OF OFFICIAL RECORDS.
6. 29' SANITARY SEWER EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT REPAIR, MAINTENANCE AND USE OF AN ACCESS ROAD AND PIPELINE FOR SANITARY SEWER AND INCIDENTAL PURPOSES IN FAVOR OF ELSINORE VALLEY MUNICIPAL WATER DISTRICT RECORDED JUNE 23, 2004 AS INST. NO. 04-0484120 OF OFFICIAL RECORDS.

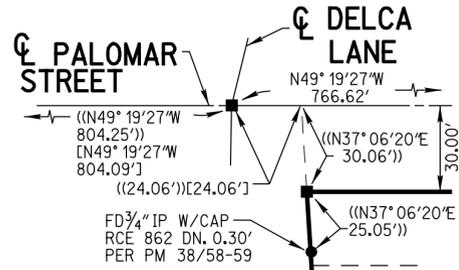
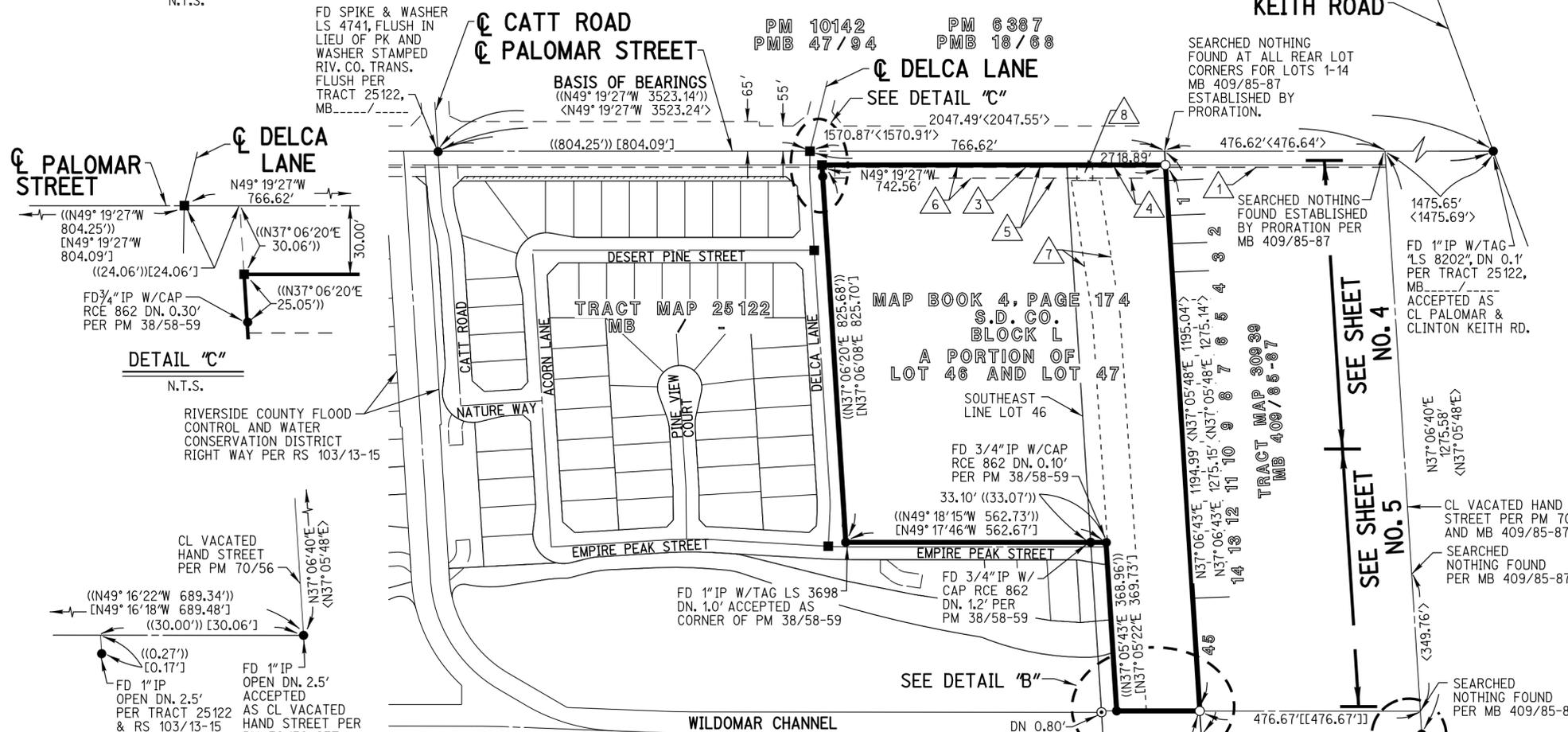
EASEMENT NOTES:

7. AN OFFER OF DEDICATION FOR FLOOD FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION RECORDED APRIL 21, 2006 AS INST. NO. 06-290827 OF OFFICIAL RECORDS. THAT PORTION LYING WITHIN THE BOUNDARY OF THIS MAP ABANDONED HEREON.
8. AN OFFER OF DEDICATION FOR FLOOD FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION RECORDED APRIL 21, 2006 AS INST. NO. 06-290828 OF OFFICIAL RECORDS. THAT PORTION LYING WITHIN THE BOUNDARY OF THIS MAP ABANDONED HEREON.

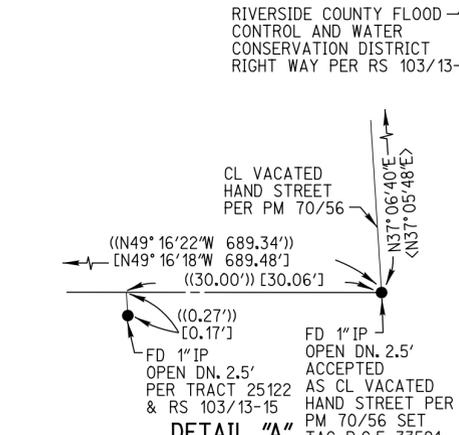


VICINITY MAP
N.T.S.

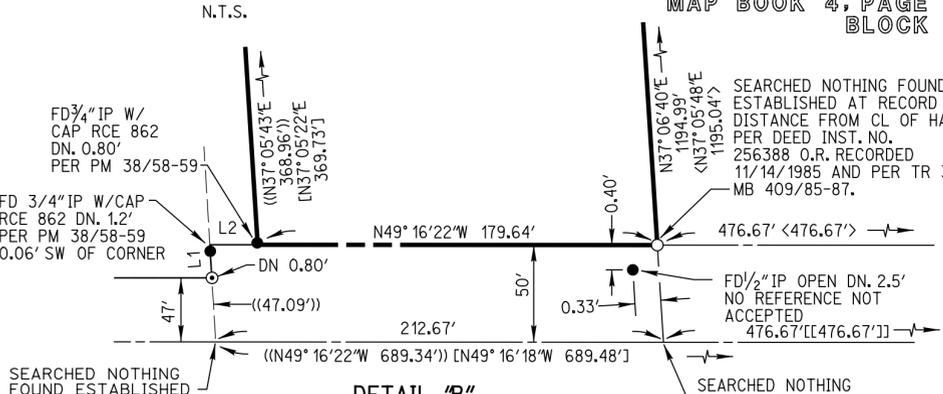
TRACT MAP 30304 MB 338/55-58 TRACT MAP 29029 MB 336/67-71



DETAIL "C"
N.T.S.

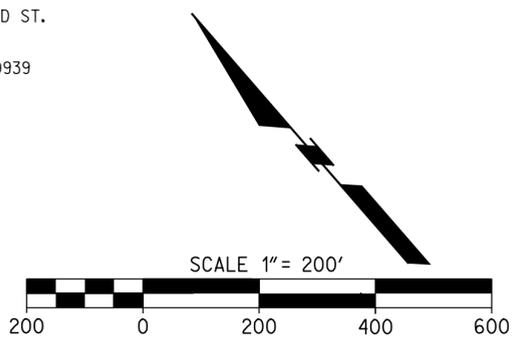


DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.

LOT 47 LOT 49 PMB 41/19 PMB 30/98 PMB 30/26



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

TRACT MAP NO. 32078

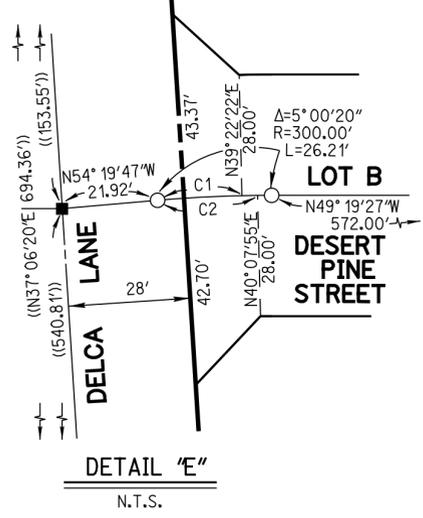
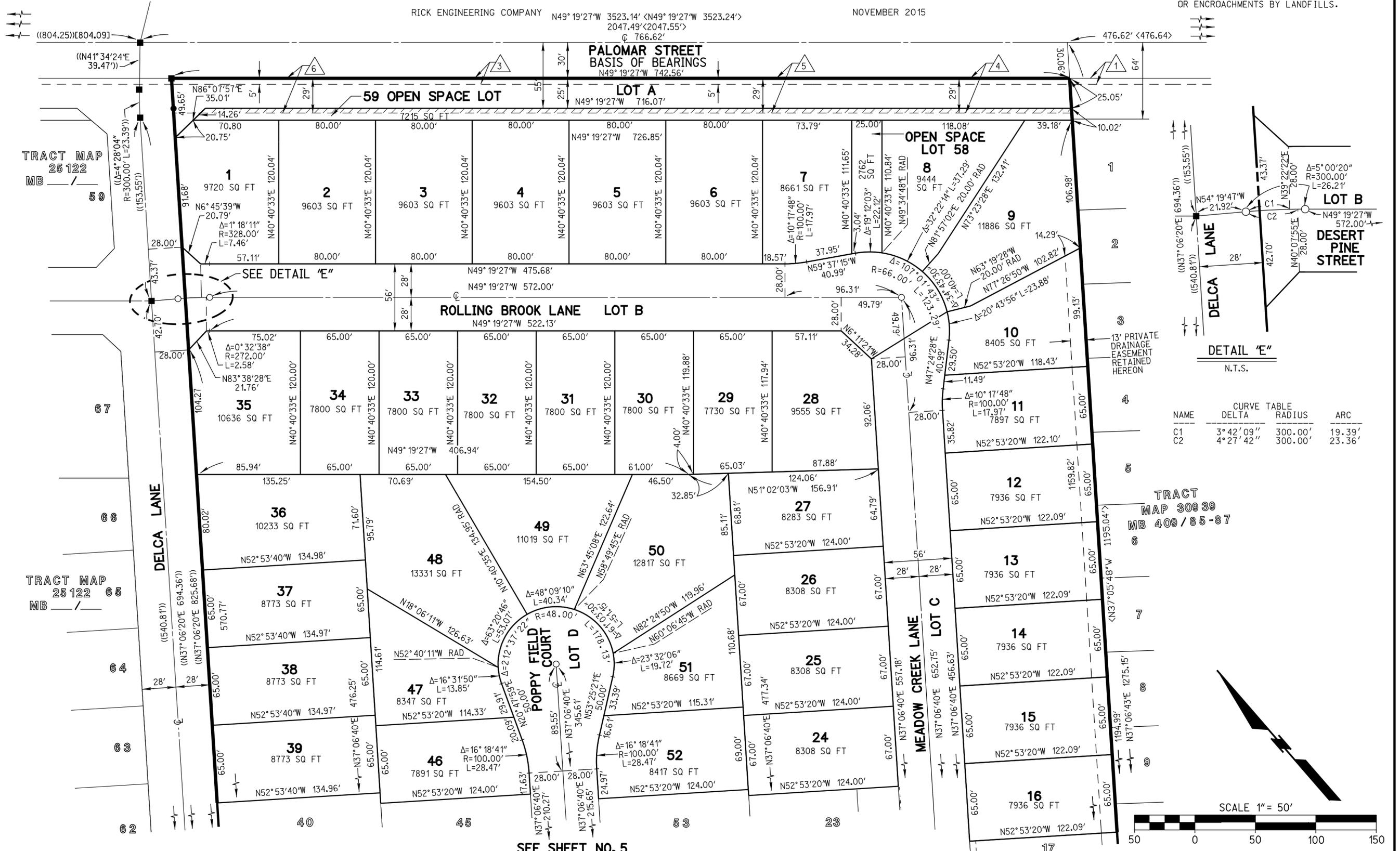
BEING A SUBDIVISION OF A PORTION OF LOT 46 AND LOT 47 IN BLOCK "L" OF ELSINORE, AS SHOWN BY MAP OF BLOCKS "K", "L" AND "M" OF ELSINORE ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, SAN BERNARDINO MERIDIAN.

RICK ENGINEERING COMPANY N49°19'27"W 3523.14' <N49°19'27"W 3523.24'>
2047.49' <2047.55'>
766.62'

NOVEMBER 2015

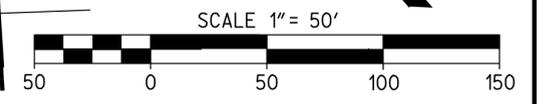
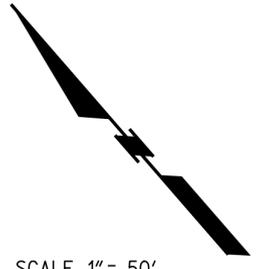
NOTES

1. SEE SHEET 3 FOR ENGINEER'S NOTES.
2. SEE SHEET 3 FOR EASEMENT NOTES.
3. DRAINAGE EASEMENT SHALL BE KEPT FREE OF BUILDINGS, OBSTRUCTIONS, OR ENCROACHMENTS BY LANDFILLS.



NAME	CURVE DELTA	TABLE RADIUS	ARC
C1	3°42'09"	300.00'	19.39'
C2	4°27'42"	300.00'	23.36'

TRACT MAP 30939
MB 409/85-87



SEE SHEET NO. 5

TRACT MAP NO. 32078

BEING A SUBDIVISION OF A PORTION OF LOT 46 AND LOT 47 IN BLOCK "L" OF ELSINORE, AS SHOWN BY MAP OF BLOCKS "K", "L" AND "M" OF ELSINORE ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, SAN BERNARDINO MERIDIAN.

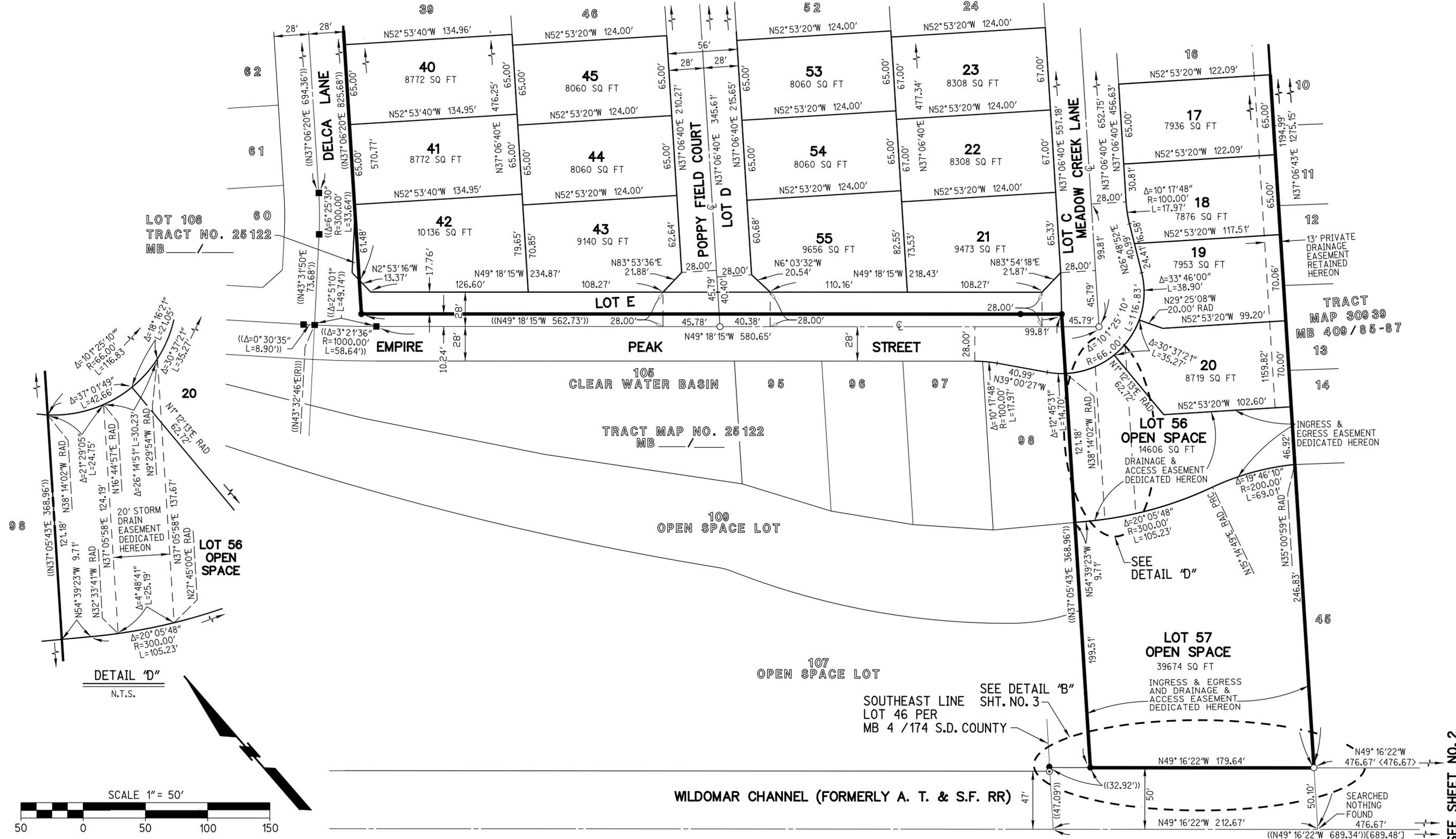
RICK ENGINEERING COMPANY

SEE SHEET NO. 4

NOVEMBER 2015

NOTES

1. SEE SHEET 3 FOR ENGINEER'S NOTES.
2. SEE SHEET 3 FOR EASEMENT NOTES.
3. DRAINAGE EASEMENT SHALL BE KEPT FREE OF BUILDINGS, OBSTRUCTIONS, OR ENCROACHMENTS BY LANDFILLS.



DETAIL "D"
N.T.S.

SCALE 1" = 50'



ATTACHMENT A



Figure 1 - Aerial Image of Tentative Tract Maps 25122 and 32078 (parcel areas, approximate, highlighted in yellow)

**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 Clerk
23873 Clinton Keith Rd., Suite 111
Wildomar, California 92595

THIS SPACE FOR RECORDER'S USE ONLY

**SUBDIVISION IMPROVEMENT AGREEMENT
FINAL TRACT MAP 25122**

By and Between

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

and

**RICHMOND AMERICAN HOMES OF MARYLAND, INC.,
a Maryland corporation**

DATED _____, 20__

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 25122

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this ____ day of _____, 20__ by and between the City of Wildomar, a municipal corporation (“City”) and Richmond American Homes of Maryland, Inc., a Maryland corporation (“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. 25122. On January 30, 2002, the County of Riverside conditionally approved Tract No. 25122. On January 15, 2014, the City approved a Minor Change to Tract No. 25122.

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. 25122, 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. 25122.

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. 25122.

DEFINED TERMS

“*Developer*” shall mean Richmond American Homes of Maryland, Inc., a Maryland corporation. 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. 25122 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. 25122 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 25122. 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 25122.

“**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 25122**.” shall mean the final map prepared and approved by the City for tentative tract map no. 25122.

“**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. 25122 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. 25122 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 two years (twenty-four (24) months) following approval of the final map for Tract No. 25122.

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. 25122 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.

25122 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. 25122, or as required by other governmental agencies having jurisdiction over Tract No. 25122.

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 Article 2 of Chapter 4 of Title 2 of Part 6 of Division 4 of the Civil Code, 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. 25122 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 Seven Million Seven Hundred Seventy Two Thousand and No/100 Dollars (\$7,772,000.00), 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. 25122, 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. 25122.

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 Three Million Eight Hundred Eighty Six Thousand and No/100 Dollars (\$3,886,000.00), which sum shall not be less than fifty percent (50%) 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. 25122 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 Twenty Six Thousand Eight Hundred and No/Dollars (\$26,800.00) and a bond in the amount of One Hundred Fifteen Thousand Seven Hundred and No/100 Dollars (\$115,700.00), 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 and bond 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. 25122.

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:

Richmond American Homes of Maryland, Inc., a Maryland corporation
Attn: Sondra Harris
5171 California Ave., Suite 120
Irvine, CA 92617

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. 25122, 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

Gary Nordquist
City Manager

ATTEST:

Debbie A. Lee
City Clerk

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation

By:  _____
Sondra Harris
Its: Vice President of Planning

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.

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On 11/20, 2015, Rhonda Harper, Notary Public
before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Sandra Harris
Name of Signer(s)

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

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

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

OPTIONAL

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

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: _____

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2015 _____,

before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: _____

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- Partner(s) Limited
- General

Number Of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- 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. 25122

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

PARCEL 1: (APN: 380-080-012-6)

PARCEL "A" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 1, PARCEL 2, AND PARCEL 3 AND A PORTION OF LOT "B" OF PARCEL MAP 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 1 AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 7070-31 OF SAID RECORD OF SURVEY 103/13-15. SOUTH 37° 07' 15" WEST. A DISTANCE OF 62.65 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT "B" OF PARCEL MAP NO. 8725;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725. NORTH 49° 16' 18" WEST. A DISTANCE OF 14.03 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT "B" AS SHOWN ON PARCEL MAP NO. 8725;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725. NORTH 37° 07' 15" EAST. A DISTANCE OF 260.00 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725;

THENCE LEAVING SAID NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725, SOUTH 52° 34' 35" EAST. A DISTANCE OF 133.89 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 47.00 FEET HAVING A RADIAL BEARING OF NORTH 61° 06' 29" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 35' 15", A

DISTANCE OF 34.11 FEET;

THENCE SOUTH 70° 28' 46" EAST, A DISTANCE OF 35.84 FEET TO A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 100.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 25' 55", A DISTANCE OF 74.06 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 70.00 FEET AND A RADIAL BEARING OF NORTH 61° 57' 09" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61° 58' 33", A DISTANCE OF 75.72 FEET TO A POINT WITH A RADIAL BEARING OF NORTH 00° 01' 24" WEST;

THENCE SOUTH 53° 06' 05" EAST, A DISTANCE OF 160.45 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 7077-1A AS SHOWN ON SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, SAID POINT ON A NON-TANGENT CURVE WITH A RADIUS OF 341.00 FEET AND A RADIAL BEARING OF NORTH 57° 53' 39" WEST;

THENCE ALONG SAID WESTERLY LINE OF PARCEL 7077-1A THROUGH A CENTRAL ANGLE OF 38° 30' 09", A DISTANCE OF 229.15 FEET TO A POINT WITH A RADIAL BEARING NORTH 83° 36' 12" EAST;

THENCE CONTINUING ALONG SAID WESTERLY LINE OF PARCEL 7077-1A OF SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, SOUTH 40° 46' 46" WEST, A DISTANCE OF 42.04 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103/13-15;

THENCE ALONG SAID NORTHERLY LINE OF SAID PARCEL 7070-31 OF SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, NORTH 49° 16' 18" WEST, A DISTANCE OF 582.60 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 380-080-013-7)

PARCEL "B" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 1, PARCEL 2, AND PARCEL 3 AND PORTIONS OF LOTS "A" AND "B" OF PARCEL MAP 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT "A" AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING 30.00 FEET SOUTHWESTERLY AND PARALLEL TO THE CENTERLINE OF PALOMAR STREET AS SHOWN ON SAID PARCEL MAP NO. 8725;

THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT "A" AND PARALLEL WITH SAID PALOMAR STREET CENTERLINE, SOUTH 49° 19' 30" EAST, A DISTANCE OF 502.42 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT "A", SAID POINT BEING THE INTERSECTION OF SAID NORTHERLY LINE OF SAID LOT "A" AND THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL 7077-900A OF RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG SAID NORTHWESTERLY LINE OF PARCEL 7077-900A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 24" WEST A DISTANCE OF 573.65 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 7077-1A AS SHOWN ON SAID RECORD OF SURVEY 103/13-15;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 52° 52' 36" EAST, A DISTANCE OF 3.00 FEET;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 24" WEST A DISTANCE OF 336.24 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 341.00 FEET;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 01' 03", A DISTANCE OF 29.86 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 7077- 1A OF SAID RECORD OF SURVEY 103/13-15 WITH A RADIAL BEARING OF NORTH 57° 53' 39" WEST;

THENCE LEAVING SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, NORTH 53° 06' 05" WEST, A DISTANCE OF 160.45 FEET TO A NON- TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 70.00 FEET AND A RADIAL BEARING OF NORTH 00° 01' 24" WEST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61° 58' 33", A DISTANCE OF 75.72 FEET TO A REVERSE CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 100.00 FEET AND A RADIAL BEARING OF NORTH 61° 57' 09" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 25' 55", A DISTANCE OF 74.06 FEET;

THENCE NORTH 70° 28' 46" WEST, A DISTANCE OF 35.84 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 47.00 FEET AND A RADIAL BEARING OF NORTH 61° 06' 29" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 35' 15", A DISTANCE OF 34.11 FEET;

THENCE NORTH 52° 34' 35" WEST, A DISTANCE OF 133.89 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT "B" OF SAID PARCEL MAP NO. 8725;

THENCE ALONG SAID NORTHWESTERLY LINE OF SAID LOT "B", NORTH 37° 07' 15" EAST A DISTANCE OF 982.92 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (APN: 380-080-014-8)

PARCEL "C" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 3 AND PARCEL 4 AND A PORTION OF LOT "A" OF PARCEL MAP 8725 RECORDED IN BOOK 38 PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT "A" AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING 30.00 FEET SOUTHWESTERLY AND PARALLEL TO THE CENTERLINE OF PALOMAR STREET AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING THE INTERSECTION OF SAID NORTHERLY LINE OF SAID LOT "A" AND THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL 4, SOUTH 37° 06' 08" WEST, A DISTANCE OF 825.70 FEET;

THENCE SOUTH 49° 17' 46" EAST, A DISTANCE OF 562.67 FEET;

THENCE SOUTH 37° 05' 22" WEST, A DISTANCE OF 208.73 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE LEAVING SAID SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 36° 34' 13" WEST, A DISTANCE OF 670.00 FEET;

THENCE NORTH 40° 10' 10" WEST, A DISTANCE OF 189.64 FEET;

THENCE NORTH 52° 18' 39" WEST, A DISTANCE OF 568.19 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 7077-1A AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG SAID SOUTHEASTERLY LINE OF PARCEL 7077-1A OF SAID

RECORD OF SURVEY 103/13-15, NORTH 37° 07' 24" EAST, A DISTANCE OF 314.61 FEET;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 52° 52' 36" EAST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 37° 07' 24" EAST, A DISTANCE OF 543.13 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP NO. 8725, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP NO. 8725 AND THE PROLONGATION OF THE NORTHEASTERLY LINE OF SAID PARCEL 7077-1A ON SAID RECORD OF SURVEY 103/13-15;

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP NO. 8725, SOUTH 49° 19' 30" EAST, A DISTANCE OF 858.24 FEET TO THE POINT OF BEGINNING.

PARCEL 4: (APN: 380-080-015-9)

PARCEL "D" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 3 AND PARCEL 4 OF PARCEL MAP NO. 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 4 AS SHOWN ON SAID PARCEL MAP NO. 8725:

THENCE NORTH 49° 16' 18" WEST, A DISTANCE OF 32.96 FEET:

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, SOUTH 37° 14' 26" WEST, A DISTANCE OF 3.02 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 4, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 868.97 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH RADIUS OF 1952.82 FEET:

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 25122



**CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
AND PLAN CHECK DEPOSIT CALCULATION SHEET**

PARCEL MAP OR TRACT MAP NO. Tract 25122 DATE: 12/23/2014
 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	\$ 5,207,962.23	\$ 5,208,000.00	\$ 2,604,000.00
*Flood Control	\$ 949,986.00	\$ 950,000.00	\$ 475,000.00
Water	\$ 1,036,566.00	\$ 1,036,500.00	\$ 518,250.00
	<u>EVMWD</u> District Name		
Sewer	\$ 577,656.00	\$ 577,500.00	\$ 288,750.00
	<u>EVMWD</u> District Name		
Total	<u>7,772,170.23</u>	<u>\$ 7,772,000.00</u>	<u>\$ 3,886,000.00</u>
Warranty Retention (10%)		<u>\$ 777,200.00</u>	

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).

Richard C. O'Neill
Signature

12/23/2014
Date

Richard C. O'Neill
Name Typed or printed

63285 6/30/2016
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 *****

1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "City of Wildomar Improvement Requirement Worksheet."
2. 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.
3. 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 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
		ROADWAY EXCAVATION		
5,932	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 118,640.00
		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
7,250	C.Y.	(b.) Excavate and Export	\$ 1.10	\$ 7,975.00
	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.)		
2,005	L.F.	Sawcut Exist. A.C. Pavement	\$ 1.00	\$ 2,005.00
	S.F.	Cold Plane A.C. Pavement	\$ 1.50	\$ 0.00
401	S.Y.	Grinding A.C. , in place (2005')(2' wide)(0.1')	\$ 2.00	\$ 802.00
6,937	S.Y.	Remove A.C. Pavement	\$ 0.60	\$ 4,162.20
	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
8,444	TON	Asphalt Concrete (314,712 S.F.) (144 lbs/cu.ft)	\$ 90.00	\$ 759,960.00
7,870	C.Y.	Agg Base Class II (314,712 S.F.)	\$ 50.00	\$ 393,500.00
12	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (314,712 S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 7,200.00
401	C.F.	AC overlay (min. 0.10") (2005 LF)(2' wide)	\$ 0.90	\$ 360.90
12,745	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 191,175.00
1,510	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ 25,670.00
	L.F.	Type "C" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D-1" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D" Curb	\$ 15.00	\$ 0.00
	L.F.	A.C. Dike (6")(incl. material & labor)	\$ 8.00	\$ 0.00
	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 10.00	\$ 0.00
5,600	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 56,000.00
85,525	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 513,150.00
30,270	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 242,160.00
	S.F.	P.C.C. Dip Section Std. 307	\$ 6.00	\$ 0.00
19	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 38,000.00
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00
	L.F.	Barricades	\$ 100.00	\$ 0.00
	L.F.	Metal Beam Guard Railing	\$ 35.00	\$ 0.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
8,520	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 85,200.00
	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
7	EA.	Relocate Power Pole	\$ 10,000.00	\$ 70,000.00
39	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 195,000.00
	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
	EA.	A. C. Overside Drain	\$ 800.00	\$ 0.00
	EA.	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 0.00
	EA.	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
	EA.	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 0.00
	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
	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ 0.00
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ 0.00
	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
266	L.F.	18" R.C. P. Or 21" x 15" RCPA	\$ 113.00	\$ 30,058.00
1,037	L.F.	24" R.C. P. Or 28" x 20" RCPA	\$ 115.00	\$ 119,255.00
	L.F.	30" R.C. P. Or 35" x 24" RCPA	\$ 153.00	\$ 0.00
1,492	L.F.	36" R.C. P. Or 42" x 29" RCPA	\$ 90.00	\$ 134,280.00
	L.F.	42" R.C. P. Or 49" x 33" RCPA	\$ 100.00	\$ 0.00
	L.F.	48" R.C. P. Or 57" x 38" RCPA	\$ 235.00	\$ 0.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	\$ 130.00	\$ 0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPA	\$ 150.00	\$ 0.00
	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
	L.F.	54" C.S.P. HDPE Or Equal	\$ 110.00	\$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	\$ 120.00	\$ 0.00
	EA.	Catch Basin W=4'	\$ 2,200.00	\$ 0.00
10	EA.	Catch Basin W=7'	\$ 4,000.00	\$ 40,000.00
	EA.	Catch Basin W=14'	\$ 7,800.00	\$ 0.00
	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 0.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
1	EA.	Catch Basin W=28'	\$ 15,000.00	\$ 15,000.00
	EA.	Type IX Inlet	\$ 2,500.00	\$ 0.00
3	EA.	Type X Inlet	\$ 2,500.00	\$ 7,500.00
	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
7	EA.	Manhole No. 1	\$ 2,700.00	\$ 18,900.00
1	EA.	Manhole No. 2	\$ 3,300.00	\$ 3,300.00
	EA.	Manhole No. 3	\$ 2,700.00	\$ 0.00
1	EA.	Manhole No. 4	\$ 5,000.00	\$ 5,000.00
	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
2	EA.	Remove Bulkhead	\$ 200.00	\$ 400.00
10	EA.	Gutter Depression	\$ 150.00	\$ 1,500.00
14	EA.	Filterra Unit	\$ 30,000.00	\$ 420,000.00
4	EA.	Fossil Filter	\$ 5,500.00	\$ 22,000.00
1	EA.	Catch Basins W = 10'	\$ 6,000.00	\$ 6,000.00
3	EA.	Construct Headwall	\$ 2,000.00	\$ 6,000.00
3	EA.	Basin Indicator Post	\$ 300.00	\$ 900.00
1	EA.	Pressure Type Manhole	\$ 6,000.00	\$ 6,000.00
		SIGNING, STRIPING AND SIGNALS		
3800	S.F	Remove Traffic Stripes and Paint Markings	\$ 2.50	\$ 9,500.00
	EA.	Remove, Sign, Salvage	\$ 100.00	\$ 0.00
	EA.	Relocate Roadside Sign	\$ 150.00	\$ 0.00
14	EA.	Street Name Sign	\$ 275.00	\$ 3,850.00
	EA.	Install Sign (Strap and Saddle Bracket Method)	\$ 150.00	\$ 0.00
	EA.	Install Sign Mast Arm Hanger Method)	\$ 150.00	\$ 0.00
19	EA.	Road Sign - One Post	\$ 250.00	\$ 4,750.00
	EA.	Road Sign - Two Post	\$ 400.00	\$ 0.00
	EA.	Object Marker - Modified Type "F" Delineator	\$ 60.00	\$ 0.00
	EA.	Delineator (Class 1 Type F)	\$ 40.00	\$ 0.00
15	EA.	Delineator (Class 2)	\$ 45.00	\$ 675.00
	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
5459	L.F.	4" Thermoplastic Traffic Stripe	\$ 0.50	\$ 2,729.50
1050	L.F.	8" Thermoplastic Traffic Stripe	\$ 0.80	\$ 840.00
557	S. F.	Thermoplastic Channelizing Limit Line and Pavement Marking	\$ 2.25	\$ 1,253.25
	S.F.	Thermoplastic Cross Walk and Pavement Marking	\$ 4.00	\$ 0.00
	EA	Signal and Lighting	150,000.00	\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
PLANCHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT NO. TRACT 25122
 PP, CU, PU, MS OR VL NO. _____

SCH: A DATE: 12/23/2014

IMPROVEMENT COSTS (Including Contingencies)	
I. Streets/Drainage (Line C from Street Improvement Calculations)	\$ 5,065,594.23
II. Water (Line C from Water Improvement Calculations)	\$ 0.00
III. Sewer (Line C from Sewer Improvement Calculations)	\$ 0.00
PLAN CHECK DEPOSIT CALCULATION	
A. Street/Drainage (1% x I.) NOTE: Use 1% for TR, 6% for PM and 6.5% for PP, CU, PU, MS and VL	\$ 50,655.94
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	\$ 0.00
C. Total Plan Check Deposit (A + B)	\$ 50,655.94
SURCHARGE FEE CALCULATION	
D. Surcharge Fee (2% x C)	\$ 1,013.12
E. Total Plan Check Deposit and Surcharge Fee	\$ 51,669.06
MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS	
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	
COMMENTS	



**CONSTRUCTION COST ESTIMATE
FOR WATER IMPROVEMENTS**

WATER/RW IMPROVEMENTS **WO# 13-021**
Date Prepared: 3/28/2013

Project: Tract 25122

Prepared by: Rick Eng Co

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	LF	4" PVC Water Main	\$ 41.00	\$ -
	LF	6" PVC Water Main	45.00	-
809	LF	8" PVC Water Main	50.00	40,450.00
8467	LF	12" PVC Water Main	65.00	420,355.00
	LF	16" DIP Water Main	150.00	-
	LF	18" DIP Water Main	180.00	-
	LF	20" DIP Water Main	200.00	-
	EA	4" RW Gate Valve	1,800.00	-
	EA	6" RW Gate Valve	2,000.00	-
2	EA	8" RW Gate Valve	2,200.00	4,400.00
20	EA	12" RW Gate Valve	3,000.00	60,000.00
	EA	16" Butterfly Valve	5,500.00	-
	EA	18" Butterfly Valve	6,500.00	-
	EA	20" Butterfly Valve	7,000.00	-
	EA	24" Butterfly Valve	8,500.00	-
	EA	Fire Hydrant (6") Super	6,500.00	-
28	EA	Fire Hydrant (6") Standard	5,500.00	154,000.00
	EA	Adjust Water Valve to Grade	350.00	-
	EA	Relocation of Blowoff	4,500.00	-
106	EA	1" Water Service	1,100.00	116,600.00
	EA	1.5" Water Service	1,600.00	-
2	EA	2" Water Service	3,000.00	6,000.00
	EA	3" Water Service	4,500.00	-
	EA	1" Air/Vac Assembly	2,500.00	-
10	EA	2" Air/Vac Assembly	4,000.00	40,000.00
	EA	4" Air/Vac Assembly	6,000.00	-
	EA	4" Blowoff	5,000.00	-
3	EA	6" Blowoff	6,000.00	18,000.00
	IN/LF	Steel Casing	20.00	-
2	EA	1" Sample Point	2,000.00	4,000.00
	LS	Traffic Control	N/A	-
	EA	4" DCDA	4,000.00	-
	EA	6" DCDA	5,000.00	-
	EA	8" DCDA	7,000.00	-
	EA	10" DCDA	10,000.00	-
	EA	8" Hot Tap	8,000.00	-
	EA	12" Hot Tap	10,000.00	-
	EA	16" Hot Tap	12,000.00	-
3	EA	End Cap	200.00	600.00
6	EA	8" Misc. Fittings	250.00	1,500.00
22	EA	12" Misc. Fittings	320.00	7,040.00
4	EA	16" Misc. Fittings	\$360.00	1,440.00
		Subtotal		863,805.00
		20% Contingency		172,761.00
		Total		\$ 1,036,566.00

1. Unit prices for steel or ductile iron pipeline shall be 35% greater than PVC in size 4-16 inch diameters and 20% greater than PVC in sizes 18-24 inch diameters. PVC will not be considered in sizes above 24-inch.

2. Unit prices are for average depth and normal soil conditions. Unit prices shall increase where rocky soils, excavation through rock formations or extra depth occur.



**CONSTRUCTION COST ESTIMATE
SUMMARY**

WO#

Date Prepared: 3/28/2013

Project: Tract 25122

Prepared by: Rick Eng Co

IMPROVEMENT COSTS (Including contingencies)		
Water Improvement Total	\$	1,036,566.00
Sewer Improvement Total	\$	577,656.00
PLAN CHECK FEE CALCULATION		
NOTE: Plan check fee equals 3% of cost estimate		
Water and Sewer Improvement Total	\$	1,614,222.00
Total Plan Check Fee	\$	48,426.66
MINIMUM PLAN CHECK FEE REQUIREMENTS		
minimum fee for the first three plan checks is \$300		

WARREN D. WILLIAMS
General Manager-Chief Engineer



1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.rcflood.org
156644

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

October 24, 2013

RECEIVED
OCT 24 2013

RICK ENGINEERING CO.

Mr. Tim D'Zmura
Public Works Director
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Dear Mr. D'Zmura

Re: Tract 25122
Wildomar MDP Channel, Stage 7 and
Wildomar Channel Lateral E
Bonding Letter
Account No. 137-0-3-90110

Please find below a detailed construction cost estimate of the drainage facilities associated with the above-referenced project for which the District assumes inspection and maintenance responsibility.

The estimated cost of these facilities is \$949,986.00 and shall be the basis upon which the District shall collect field inspection fees per the provisions of Section 17.1 of Subdivision Ordinance 460 and Fee Ordinance 671.6.

Bonding Estimate – Tract 25122, Wildomar MDP Channel, Stage 7 and Wildomar Channel Lateral E

Items	Unit	Flood Control District Quantity	Unit Cost	Flood Control District Facilities
Rect. Channel Conc. (Reinforced)	CY	55	\$ 615.00	\$ 33,825.00
Junction Structure No. 3	EA	2	4,730.00	9,460.00
Channel Excavation	CY	61,000	9.00	549,000.00
Class II Base	SF	31,480	0.70	22,036.00
Riprap	CY	36	100.00	3,600.00
Headwall	CY	34	500.00	17,000.00
Bulkhead	EA	6	500.00	3,000.00
Drainage Apron	LF	135	200.00	27,000.00
Cutoff Wall	LF	50	100.00	5,000.00
Fencing (6' Typ.)	LF	5,720	16.00	91,520.00
Double Drive Gate	EA	3	1,000.00	3,000.00
18" Diameter RCP	LF	14	113.00	1,582.00
36" Diameter RCP	LF	144	178.00	25,632.00

Mr. Tim D'Zmura
 Re: Tract 25122
 Wildomar MDP Channel, Stage 7 and
 Wildomar Channel Lateral E
 Bonding Letter
 Account No. 137-0-3-90110

-2-

October 24, 2013

Items	Unit	Flood Control District Quantity	Unit Cost	Flood Control District Facilities
			Subtotal	\$791,655.00
			20% Contingency	\$158,331.00
			Total Cost	\$949,986.00
			Inspection Fee = 3% of Total Cost	\$ 28,499.58
			Total Fees Due	\$ 28,499.58

Very Truly Yours,


 HENRY OLIVO
 Engineering Project Manager

c: Rick Engineering Company
 Attn: Richard O'Neill
 Jennifer Gillen
 Kent Allen
 Jeanine Rey
 Sharon Johnson



Note: A copy of this letter should be submitted with the payment of inspection fee.



City of Wildomar
Monument Security Estimate Worksheet

Parcel Map/Tract Map No: TR 25122 Date: 11/10/2015
 PP, CU, PU, MS OR VL No: _____ City Project No: _____
 Map Schedule: _____

Schedule "A" through "H" Maps			
Drive Time Hours to Map	Net Work Time Hours per Day	Cost per Day 10-hour Day	Cost per Monument
0.5	9	\$2,500.00*	\$300
1	8		\$342
1.5	7		\$400
2	6		\$478
Schedule "I" Maps			
Drive Time Hours to Map	Net Work Time Hours per Day	Cost per Day 10-hour Day	Cost per Monument
0.5	9	\$2,500.00*	\$600
1	8		\$685
1.5	7		\$800
2	6		\$960

Notes: *Based on a crew of one Registered Principal Engineering Technician and one Senior Engineering Technician

Total Monuments to Be Bonded 387

Cost Per Monument: \$300

Subtotal 1 (Total Monuments x Cost per Monument): \$ 116,100.00

Engineer's/Surveyor's Estimate for Preparing Centerline Tie-Sheets: \$ 2,680.00

Subtotal 2 (Subtotal 1 + Centerline Tie-Sheet Estimate): \$ 118,780.00

Total Security Amount (Subtotal 2 x 120%): \$ 142,500.00

(total rounded to the nearest \$500)

Signature

Date 11/16/15

Charissa Leach
Name (type or printed)

53390 6/30/2017
RCE/PLS No. Expiration Date



Engineer's/Surveyor's Stamp



City of Wildomar
Cash-in-Lieu of Construction Worksheet

Parcel Map/Tract Map No: 25122

Date: 12/17/2014

PP, CU, PU, MS OR VL No: _____

City Project No: 13-0030

Quantity	Unit	Item	Unit Cost	Amount
2,535	LF	A-8 Curb	\$ 12.00	\$ 30,420.00
3,803	SF	Maintenance Walk Std. 113	\$ 4.00	\$ 15,212.00
214	SY	Remove AC Pavement	\$ 0.60	\$ 128.17
11,535	SF	Landscape and Irrigation	\$ 3.50	\$ 40,372.50
	SF	Colored Stamped Concrete	\$ 10.00	\$ -
2,535	LF	Saw Cut Exist. AC Pavement	\$ 1.00	\$ 2,535.00
	SF	Full Depth AC (2' beyond lip)	\$ 6.50	\$ -
1,460	LF	Water Meter (a)	\$ 1.30	\$ 1,898.00
1,460	LF	Electric Meter (b)	\$ 2.00	\$ 2,920.00
	CYD	Landscape Fill Material (c.)	\$ 27.00	\$ -
	EA	Street Trees (15 gal)	\$ 100.00	\$ -
17	EA	"BIKE LANE" Pavement Striping	\$ 25.00	\$ 425.00
4	EA	Bike Lane Sign	\$ 250.00	\$ 1,000.00
2,650	LF	6" White Pavement Stripe	\$ 0.30	\$ 795.00
		Inspection (3%)		\$ 2,871.17
		Survey and Staking (3%)		\$ 2,871.17
		Design (15%)		\$ 14,355.85
		20% Contingency		\$ 19,141.13
		Total		\$ 134,944.99

NOTE: Only half the cost of this estimate is required per the City Engineer.

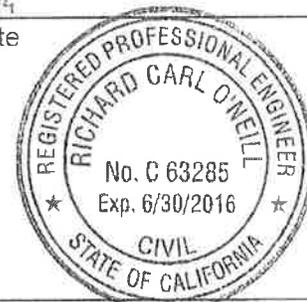
[Signature]
Signature

12/17/14
Date

Richard O'Neill
Name (type or printed)

63285
RCE No.

6/30/2016
Expiration Date



Civil Engineer's Stamp

*** PLEASE READ INSTRUCTIONS BELOW ***

(a) \$7,000 meter one per mile, (b) \$10,000 meter one per mile, (c) 9'x1'x2' = 18 cuft

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 25122

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: \$ 7,772,000.00

Surety: _____

Attorney-in-fact: _____

Address: _____

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ 3,886,000.00

Surety: _____

Attorney-in-fact: _____

Address: _____

CASH MONUMENT SECURITY: \$ 26,800.00

Amount deposited per Cash Receipt No. _____ Date: _____

MONUMENT BOND PRINCIPAL AMOUNT: \$ 115,700.00

Surety: _____

Attorney-in-fact: _____

Address: _____

Hartford Fire Insurance Company
One Hartford Plaza, T-4
Hartford, Connecticut 06155
888-266-3488
BOND RIDER

BOND NO.: 83BSBHG1495
DATE OF BOND: August 11, 2015
PRINCIPAL: Richmond American Homes of Maryland, Inc.
OBLIGEE: City of Wildomar, California
SUM OF PERFORMANCE BOND: \$7,772,000.00
SUM OF LABOR AND MATERIAL BOND: \$3,886,000.00
TRACT NO.: 25122

The Surety hereby consents to changing the reference to the Public Improvement Agreement dated July 8, 2015 in the second recitals of the Performance Bond form and the Labor and Material bond form to the Subdivision Improvement Agreement dated _____, _____. This change shall be effective as of the date the Subdivision Improvement Agreement is executed by all parties thereto.

Nothing herein contained shall vary, alter, or extend any provision or condition of the bonds other than as above stated.

EXECUTED BY SURETY AND DATED THIS 18th DAY OF November, 2015.

Hartford Fire Insurance Company

By: [Signature]
Name: James I. Moore
Title: Attorney-In-Fact

STATE OF Illinois

COUNTY OF DuPage

The foregoing instrument was acknowledged before me this 18th day of November, 2015, by James I. Moore as Attorney-in-Fact for Hartford Fire Insurance Company.

Given under my hand and seal this 18th day of November, 2015.

[Signature]
Notary Public

My commission expires: September 10, 2017

(ATTACH POWER OF ATTORNEY)

(BONDS\CA-SO\83BSBHG1495 - Tr 25122 - Chg.from PIA to SIA (Rev))



Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: 83-550208

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Kelly A. Gardner, Stephen T. Kazmer, Bonnie Kruse, James I. Moore, Elaine Marcus, Jennifer J. McComb, Dawn L. Morgan, Tariese Pisciotto, Melissa Schmidt of WESTMONT, Illinois

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 18, 2015
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

BOND NO. 83BSBHG1509
\$ 521.00 premium is for a
term of One Year year(s).

**MONUMENTATION BOND
FOR SUBDIVISIONS**

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, Richmond American Homes of Maryland, Inc.
hereinafter called SUBDIVIDER, is the developer of that certain subdivision known as Tract 25122
(Rancho Fortunado); and WHEREAS, all monuments have not yet been set in the positions noted in
the proposed Final Subdivision Map for said subdivision,

NOW, THEREFORE, we the subdivider as Principal, and the Hartford Fire Insurance Company
One Hartford Plaza, T-4, Hartford, Connecticut 06155
(Legal Title and Address of Surety)

as Surety, are held and firmly bound unto the City of Wildomar, California
in the sum of One Hundred Fifteen Thousand
Seven Hundred & 00/100ths U.S. Dollars, (\$ 115,700.00),

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors, or assigns, or any or all or either of them, shall fail to pay any
engineer or surveyor for the setting monuments in the positions noted in the proposed Final Subdivision Map for
said subdivision in accordance with the provisions of Government Code Sec. 66495 et. seq., then said Surety will
pay the same in an amount not exceeding the amount hereinabove set forth.

IT IS HEREBY EXPRESSLY STIPULATED AND AGREED that this Bond shall insure to the benefit of any and
all persons, companies, and corporations entitled to file claims against it, pursuant to Government Code Sec. 66497.

Should the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it
shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the Agreement or Contract, or to the work to be performed thereunder, shall in any way
affect its obligations on the Bond, and it does hereby waive notice of any such change, extension of time, alteration
or addition to the terms of the Agreement or Contract.

IN WITNESS WHEREOF this Instrument has been duly executed by the Principal and Surety above named
on November 18, 2015.

Principal

Surety

Richmond American Homes of Maryland, Inc.

Hartford Fire Insurance Company

By: _____

By: _____

James I. Moore Attorney-In-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 83-550208

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited**

Kelly A. Gardner, Stephen T. Kazmer, Bonnie Kruse, James I. Moore, Elaine Marcus, Jennifer J. McComb, Dawn L. Morgan, Tariese Pisciotto, Melissa Schmidt of WESTMONT, Illinois

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 18, 2015
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

State of: ILLINOIS
County of: DUPAGE

On November 18, 2015, before me, Melissa Schmidt, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore, known to me to be Attorney-in-Fact for Hartford Fire Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires: May 14, 2016.



Melissa Schmidt, Notary Public



EXHIBIT "D"

**LIST OF TRACT MAP CONDITIONS
OF APPROVAL NOT SATISFIED**

Condition Number	Condition Timing	Condition Description	Condition	Notes
50.FLOOD RI. 16	Prior to Map Recordation	MAP PRESENT WORTH	All flood control facilities should be constructed to District standards. All facilities that the District will assume for maintenance will require the payment of a one time maintenance charge equal to the "present worth" of 10 years of maintenance costs.	
50. FLOOD RI. 19	Prior to Map Recordation	MAP WATEES OF U.S.-HEC, PERMIT	A fee in conformance with the requirements of 44 CFR Parts 65, 70 and subsequent final rules shall be required prior to final map approval to cover the cost of processing the LOMR. Payment of all District fees and deposits for processing of FEMA submittals shall be made directly to the District.	A portion of Condition of Approval 50. FLOOD RI. 19 is included in the cell to the left, not the entire Condition of Approval. This portion of the condition has not been satisfied as of the date of this agreement.
50. PLANNING. 35	Prior to Map Recordation	MAP - QUIMBY FEES (1)	The land divider shall submit to the County Planning Department - Development Review Division a duly and completely executed agreement with the Riverside County Parks and Recreation Department which demonstrates to the satisfaction of the County that the land divider has provided for the payment of parks and recreation fees and/or dedication of land for the TENTATIVE MAP in accordance with Section 10.35 of County Ordinance No. 460.	
50.TRANS. 1	Prior to Map Recordation	MAP - R & B B D	Prior to the recordation of the final map, or any phase thereof, the project proponent shall pay fees in accordance with Zone A of the SWAP Road and Bridge Benefit District. Should the project proponent choose to defer the time of payment, a written request shall be submitted to the County, deferring said payment to the time of issuance of a building permit. Fees which are deferred shall be based upon the fee schedule in effect at the time of issuance of the permit.	

EXHIBIT “D” (continued)

**LIST OF TRACT MAP CONDITIONS
OF APPROVAL NOT SATISFIED**

Condition Number	Condition Timing	Condition Description	Condition	Notes
50.TRANS. 2	Prior to Map Recordation	MAP - DEDICATIONS	All remaining interior streets shall be improved within the dedicated right-of-way in accordance with County Standard No. 104, Section A. (40'/60') 'F', 'G' and 'H' Street shall be improved within the dedicated right-of-way in accordance with County Standard No. 106, Section A. (32'/50')	
50. TRANS. 3	Prior to Map Recordation	MAP - EXISTING MAINTAINED	Palomar Street is a paved County maintained road and shall be improved with concrete curb-and-gutter located 43 feet from centerline and match up asphalt concrete paving; reconstruction; or resurfacing of existing paving as determined by the Transportation Department within a 55 foot half-width dedicated right-of-way in accordance with County Standard No. 100. (43'/55')	A cash-in-lieu cost estimate of \$67,472.50 has been accepted for half of the cost of the construction of the future Palomar St. median along this project's frontage. A copy of the cost estimate is included in Exhibit "B" of this agreement. Cash-in-lieu payment will be required prior to first building permit issuance.
50.TRANS. 6	Prior to Map Recordation	MAP - PART-WIDTH	Delca Lane shall be improved with 32 feet of asphalt concrete pavement within a 45' part-width dedicated right-of-way in accordance with County Standard No. 101, Section A. (20'/30') McVicar Street shall be improved with 32 feet of asphalt concrete pavement within a 45' part-width dedicated right-of-way in accordance with County Standard No. 104, Section A. (20'/30')	
50. TRANS. 16	Prior to Map Recordation	MAP - STREET NAME SIGN	The land divider shall install street name sign(s) in accordance with County Standard No. 816 as directed by the Transportation Department.	

EXHIBIT "D" (continued)

**LIST OF TRACT MAP CONDITIONS
OF APPROVAL NOT SATISFIED**

Condition Number	Condition Timing	Condition Description	Condition	Notes
50.TRANS. 20	Prior to Map Recordation	MAP - LANDSCAPING G.P.	The applicant shall comply with the parkway landscaping requirements of Ordinance 499 for all General Plan Circulation Element roads. Landscaping shall be installed along Palomar Street, and shall be maintained by annexation into a County Service Area and/or Assessment District or enter into a continuous agreement. Landscaping plans shall be submitted with the street improvement plans for approval.	
50.TRANS 25	Prior to Map Recordation	MAP - SOUTHWEST TUMF	Prior to the recordation of the final map, or any phase thereof, the project proponent shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of recordation, pursuant to Board Policy (dated May 25, 2004) and Ordinance No. 824.	
50.TRANS 26	Prior to Map Recordation	MAP - SOUTHWEST R&BBD RECORD	Prior to the recordation of the final map, or any phase thereof, the project proponent shall pay fees in accordance with Zone A of the Southwest Road and Bridge Benefit District, pursuant to Board Policy (dated May 25, 2004).	

**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 Clerk
23873 Clinton Keith Rd., Suite 111
Wildomar, California 92595

THIS SPACE FOR RECORDER'S USE ONLY

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 32078

By and Between

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

and

**RICHMOND AMERICAN HOMES OF MARYLAND, INC.,
a Maryland corporation**

DATED _____, 20__

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 32078

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this ____ day of _____, 20__ by and between the City of Wildomar, a municipal corporation (“City”) and Richmond American Homes of Maryland, Inc., a Maryland corporation (“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. 32078. On April 26, 2006, the County of Riverside conditionally approved Tract No. 32078 and on January 15, 2014 the City approved a Minor Change to Tract No. 32078.

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. 32078, 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. 32078.

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. 32078.

DEFINED TERMS

“*Developer*” shall mean Richmond American Homes of Maryland, Inc., a Maryland corporation. 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. 32078 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. 32078 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 32078. 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 32078.

“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 32078.” shall mean the final map prepared and approved by the City for tentative tract map no. 32078.

“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. 32078 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. 32078 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 two years (twenty four (24) months) following approval of the final map for Tract No. 32078.

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. 32078 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.

32078 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. 32078, or as required by other governmental agencies having jurisdiction over Tract No. 32078.

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 Article 2 of Chapter 4 of Title 2 of Part 6 of Division 4 of the Civil Code, 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. 32078 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 Two Million Five Hundred Seventeen Thousand and No/100 Dollars (\$2,517,000.00), 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. 32078, 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. 32078.

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 Two Hundred Fifty Eight Thousand Five Hundred and No/100 Dollars (\$1,258,500.00), which sum shall not be less than fifty percent (50%) 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. 32078 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 Thirteen Thousand Four Hundred and No/Dollars (\$13,400.00) and a bond in the amount of Forty Six Thousand One Hundred and No/100 Dollars (\$46,100.00), 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. 32078.

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:

Richmond American Homes of Maryland, Inc., a Maryland corporation
Attn: Sondra Harris
5171 California Ave., Suite 120
Irvine, CA 92617

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. 32078, 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

Gary Nordquist
City Manager

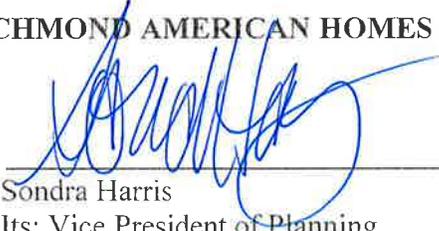
ATTEST:

Debbie A. Lee
City Clerk

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation

By: 
Sondra Harris
Its: Vice President of Planning

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.

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On 11/20, 2015
before me, _____
Date

Rhonda Harper, Notary Public
Name And Title Of Officer (e.g. Jane Doe, Notary Public)

personally appeared _____

Sandra Harpers
Name of Signer(s)

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

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

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

OPTIONAL

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

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: _____

- 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

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2015,
before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: _____

- Individual
Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
General

- Attorney-In-Fact
Trustee(s)
Guardian/Conservator
Other:

Number Of Pages

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. 32078

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

PARCEL 1: (APN: 380-140-001-1)

THAT PORTION OF LOT 47 IN BLOCK "L" OF ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED OCTOBER 15, 1885 IN BOOK 4 PAGE 174, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF HAND STREET (VACATED) AS SHOWN ON SAID MAP WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY AS SHOWN UPON THE MAP OF PARCEL MAP NO. 13471, RECORDED OCTOBER 3, 1979 IN BOOK 70, PAGE 56 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY;

THENCE NORTH 49° 16' 06" WEST ALONG SAID NORTHEASTERLY LINE 476.67 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO HARRY I. HAGAN, ET UX., RECORDED NOVEMBER 21, 1963 AS INSTRUMENT NO. 123114, IN BOOK 3540, PAGE 202, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, SAID CORNER BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 37° 07' 15" EAST ALONG THE NORTHWESTERLY LINE OF SAID HAGAN PARCEL 1194.90 FEET TO THE SOUTHWESTERLY LINE OF PALOMAR STREET AS SHOWN ON SAID MAP OF ELSINORE; THENCE NORTH 49° 19' 27" WEST ALONG SAID SOUTHWESTERLY LINE OF PALOMAR STREET 179.89 FEET TO THE NORTHEASTERLY CORNER OF THE NORTHWESTERLY 33 FEET OF SAID LOT 47, SAID CORNER BEING THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO WAYNE O. HUTSON, ET UX., RECORDED JANUARY 25, 1957 AS INSTRUMENT NO. 6272, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH 37° 07' 10" WEST PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 47 TO THE SAID NORTHEASTERLY LINE OF SAID RAILROAD RIGHT OF WAY, SAID POINT BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 2 IN DEED TO ELLSWORTH BRANDENBURG, ET. UX., RECORDED MARCH 23, 1962 AS INSTRUMENT NO. 26774, IN BOOK 3103, PAGE 368 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. THENCE SOUTH 49° 16' 06" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE 179.88 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: (APN: 380-080-009-4)

THE SOUTHEASTERLY 247.82 FEET TO THE NORTHEASTERLY 824.00 FEET OF LOT 46 IN BLOCK "L" OF RANCHO LA LAGUNA, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174, OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, ALSO THE NORTHWESTERLY 33 FEET OF THE NORTHEASTERLY 824.00 FEET OF LOT 47 OF SAID BLOCK "L".

PARCEL 3: (APN: 380-080-008-3)

THAT PORTION OF LOT 46 IN BLOCK "L" OF RANCHO LA LAGUNA AS SHOWN BY CERTIFICATE OF COMPLIANCE NO. 1366, RECORDED DECEMBER 5, 1980 AS INSTRUMENT NO. 228611 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 280.82 FEET OF THE SOUTHEASTERLY 528.64 FEET OF THE NORTHEASTERLY 824.00 FEET OF LOT 46 IN BLOCK "L" OF RANCHO LA LAGUNA, AS SHOWN BY MAP ON FILE IN BOOK 4 PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 32078



CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
AND PLAN CHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT MAP NO. TR. 32078 DATE: 12/23/2014
PP, CU, PU, MS OR VL NO. IP:

Table with 4 columns: IMPROVEMENTS, FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs), MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs), and monetary values for various items like Street/Drainage, Flood Control, Water, Sewer, and Total.

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 (handwritten)

Date 12/23/2014

Richard C. O'Neill
Name Typed or printed

63285 RCE# 6/30/2016 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 ***

- 1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "City of Wildomar Improvement Requirement Worksheet."
2. 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.
3. 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 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
		ROADWAY EXCAVATION		
1,980	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 39,600.00
		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
661	C.Y.	(b.) Excavate and Export	\$ 1.10	\$ 727.10
	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.)		
757	L.F.	Sawcut Exist. A.C. Pavement	\$ 1.00	\$ 757.00
	S.F.	Cold Plane A.C. Pavement	\$ 1.50	\$ 0.00
151	S.Y.	Grinding A.C. , in place	\$ 2.00	\$ 302.00
	S.Y.	Remove A.C. Pavement	\$ 0.60	\$ 0.00
172	L.F.	Remove Curb and Gutter	\$ 18.00	\$ 3,096.00
	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
1,232	TON	Asphalt Concrete (63,474 S.F.) (144 lbs/cu.ft)	\$ 90.00	\$ 110,880.00
1,680	C.Y.	Agg Base Class II (63,474 S.F.)	\$ 50.00	\$ 84,000.00
3	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (63,474S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 1,500.00
1,514	S.F.	AC overlay (min. 0.10') (757 LF)((2 WIDE)	\$ 0.90	\$ 1,362.60
3,461	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 51,915.00
716	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ 12,172.00
	L.F.	Type "C" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D-1" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D" Curb	\$ 15.00	\$ 0.00
	L.F.	A.C. Dike (6")(incl. material & labor)	\$ 8.00	\$ 0.00
	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 10.00	\$ 0.00
813	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 8,130.00
25,619	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 153,714.00
17,400	S.F.	P.C.C. Drive Approach (15'x20'x55 lots + 3 RCFC)	\$ 8.00	\$ 139,200.00
	S.F.	P.C.C. Dip Section Std. 307	\$ 6.00	\$ 0.00
4	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 8,000.00
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00
	L.F.	Barricades	\$ 100.00	\$ 0.00
	L.F.	Metal Beam Guard Railing	\$ 35.00	\$ 0.00

**CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
2,411	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 24,110.00
	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
3	EA.	Relocate Power Pole	\$ 10,000.00	\$ 30,000.00
11	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 55,000.00
	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
	EA.	A. C. Overside Drain	\$ 800.00	\$ 0.00
	EA	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 0.00
	EA	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
	EA	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 0.00
	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
	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ 0.00
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ 0.00
	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
85	L.F.	18" R.C. P. Or 21" x 15" RCPA	\$ 113.00	\$ 9,605.00
537	L.F.	24" R.C. P. Or 28" x 20" RCPA	\$ 115.00	\$ 61,755.00
	L.F.	30" R.C. P. Or 35" x 24" RCPA	\$ 153.00	\$ 0.00
	L.F.	36" R.C. P. Or 42" x 29" RCPA	\$ 90.00	\$ 0.00
	L.F.	42" R.C. P. Or 49" x 33" RCPA	\$ 100.00	\$ 0.00
	L.F.	48" R.C. P. Or 57" x 38" RCPA	\$ 235.00	\$ 0.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	\$ 130.00	\$ 0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPA	\$ 150.00	\$ 0.00
	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
	L.F.	54" C.S.P. HDPE Or Equal	\$ 110.00	\$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	\$ 120.00	\$ 0.00
	EA.	Catch Basin W=4'	\$ 2,200.00	\$ 0.00
1	EA.	Catch Basin W=7'	\$ 4,000.00	\$ 4,000.00
2	EA.	Catch Basin W=14'	\$ 7,800.00	\$ 15,600.00
	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 0.00

UNIT COSTS 3/01/2011
FORMAT 3/01/2008

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
1	EA.	Catch Basin W=28'	\$ 15,900.00	\$ 15,000.00
	EA.	Type IX Inlet	\$ 2,500.00	\$ 0.00
	EA.	Type X Inlet	\$ 2,500.00	\$ 0.00
	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
	EA.	Manhole No. 2	\$ 3,300.00	\$ 0.00
	EA.	Manhole No. 3	\$ 2,700.00	\$ 0.00
	EA.	Manhole No. 4	\$ 5,000.00	\$ 0.00
	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
110	L.F.	18" HDPE	\$ 40.00	\$ 4,400.00
4	EA.	Gutter Depression	\$ 150.00	\$ 600.00
4	EA.	Filterra Unit	\$ 30,000.00	\$ 120,000.00
1	EA.	Concrete Drop Inlet	\$ 1,800.00	\$ 1,800.00
				\$ 0.00
				\$ 0.00
		SIGNING, STRIPING AND SIGNALS		
2700	S.F	Remove Traffic Stripes and Paint Markings	\$ 2.50	\$
1	EA.	Remove, Sign, Salvage (right turn only sign)	\$ 100.00	\$ 100.00
	EA.	Relocate Roadside Sign	\$ 150.00	\$ 0.00
4	EA.	Street Name Sign	\$ 275.00	\$ 1,100.00
	EA.	Install Sign (Strap and Saddle Bracket Method)	\$ 150.00	\$ 0.00
	EA.	Install Sign Mast Arm Hanger Method)	\$ 150.00	\$ 0.00
2	EA.	Road Sign - One Post	\$ 250.00	\$ 500.00
	EA.	Road Sign - Two Post	\$ 400.00	\$ 0.00
	EA.	Object Marker - Modified Type "F" Delineator	\$ 60.00	\$ 0.00
	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
5130	L.F.	4" Thermoplastic Traffic Stripe	\$ 0.50	\$ 2,565.00
150	L.F.	8" Thermoplastic Traffic Stripe	\$ 0.80	\$ 120.00
17	S. F.	Thermoplastic Channelizing Limit Line and Pavement Marking	\$ 2.25	\$ 38.25
	S.F.	Thermoplastic Cross Walk and Pavement Marking	\$ 4.00	\$ 0.00
	EA	Signal and Lighting	150,000.00	\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
PLANCHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT NO. TRACT 32078
 PP, CU, PU, MS OR VL NO. _____

SCH: A DATE: 12/23/2014

IMPROVEMENT COSTS (Including Contingencies)	
I. Streets/Drainage (Line C from Street Improvement Calculations)	\$ 1,428,258.28
II. Water (Line C from Water Improvement Calculations) - SEE EVMWD ESTIMAT	\$ 0.00
III. Sewer (Line C from Sewer Improvement Calculations) - SEE EVMWD ESTIMA	\$ 0.00
PLAN CHECK DEPOSIT CALCULATION	
A. Street/Drainage (% x I.) NOTE: Use 1% for TR, 6% for PM and 6.5% for PP, CU, PU, MS and VL	\$ 14,282.58
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	\$ 0.00
C. Total Plan Check Deposit (A + B)	\$ 14,282.58
SURCHARGE FEE CALCULATION	
D. Surcharge Fee (2% x C)	\$ 285.65
E. Total Plan Check Deposit and Surcharge Fee	\$ 14,568.23
MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS	
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	
COMMENTS	



**CONSTRUCTION COST ESTIMATE
FOR WATER IMPROVEMENTS**

WO# 13-023

WATER/RW IMPROVEMENTS

Date Prepared: 3/28/2013

Project: **Tract 32078**

Prepared by: **Rick Eng Co**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	LF	4" PVC Water Main	\$ 41.00	\$ -
	LF	6" PVC Water Main	45.00	-
361	LF	8" PVC Water Main	50.00	18,050.00
1246	LF	12" PVC Water Main	65.00	80,990.00
	LF	16" DIP Water Main	150.00	-
	LF	18" DIP Water Main	180.00	-
	LF	20" DIP Water Main	200.00	-
	EA	4" RW Gate Valve	1,800.00	-
	EA	6" RW Gate Valve	2,000.00	-
	EA	8" RW Gate Valve	2,200.00	-
2	EA	12" RW Gate Valve	3,000.00	6,000.00
	EA	16" Butterfly Valve	5,500.00	-
	EA	18" Butterfly Valve	6,500.00	-
	EA	20" Butterfly Valve	7,000.00	-
	EA	24" Butterfly Valve	8,500.00	-
	EA	Fire Hydrant (6") Super	6,500.00	-
6	EA	Fire Hydrant (6") Standard	5,500.00	33,000.00
10	EA	Adjust Water Valve to Grade	350.00	3,500.00
	EA	Relocation of Blowoff	4,500.00	-
48	EA	1" Water Service	1,100.00	52,800.00
	EA	1.5" Water Service	1,600.00	-
1	EA	2" Water Service	3,000.00	3,000.00
	EA	3" Water Service	4,500.00	-
2	EA	1" Air/Vac Assembly	2,500.00	5,000.00
	EA	2" Air/Vac Assembly	4,000.00	-
	EA	4" Air/Vac Assembly	6,000.00	-
	EA	4" Blowoff	5,000.00	-
	EA	6" Blowoff	6,000.00	-
	IN/LF	Steel Casing	20.00	-
	EA	1" Sample Point	2,000.00	-
	LS	Traffic Control	N/A	-
	EA	4" DCDA	4,000.00	-
	EA	6" DCDA	5,000.00	-
	EA	8" DCDA	7,000.00	-
	EA	10" DCDA	10,000.00	-
	EA	8" Hot Tap	8,000.00	-
	EA	12" Hot Tap	10,000.00	-
	EA	16" Hot Tap	12,000.00	-
1	EA	End Cap	200.00	200.00
3	EA	8" Misc. Fittings	250.00	750.00
7	EA	12" Misc. Fittings	320.00	2,240.00
	EA	16" Misc. Fittings	\$360.00	-
		Subtotal		202,340.00
		20% Contingency		40,468.00
		Total		\$ 242,808.00

1. Unit prices for steel or ductile iron pipeline shall be 35% greater than PVC in size 4-16 inch diameters and 20% greater than PVC in sizes 18-24 inch diameters. PVC will not be considered in sizes above 24-inch.

2. Unit prices are for average depth and normal soil conditions. Unit prices shall increase where rocky soils, excavation through rock formations or extra depth occur.



**CONSTRUCTION COST ESTIMATE
SUMMARY**

WO# 13023

Date Prepared: 3/28/2013

Project: Tract 32078

Prepared by: Rick Eng Co

IMPROVEMENT COSTS (Including contingencies)		
Water Improvement Total	\$	242,808.00
Sewer Improvement Total	\$	182,064.00
PLAN CHECK FEE CALCULATION		
NOTE: Plan check fee equals 3% of cost estimate		
Water and Sewer Improvement Total	\$	424,872.00
Total Plan Check Fee	\$	12,746.16
MINIMUM PLAN CHECK FEE REQUIREMENTS		
minimum fee for the first three plan checks is \$300		

WARREN D. WILLIAMS
General Manager-Chief Engineer



1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.rcflood.org
163681

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

September 4, 2014

Mr. Dan York
City Engineer
City of Wildomar
23873 Clinton Keith Road
Wildomar, CA 92595

Dear Mr. York:

Re: Tract Map 32078 Bonding Estimate
Murrieta Valley-Grey Hawk Road
Storm Drain, Stage 2
Project No. 7-0-00232-02
Account No. 137-03-90109

Please find below a detailed construction cost estimate of the drainage facilities to be constructed as part of the improvements for Tract Map 32078. The District will inspect and assume operation and maintenance responsibilities for most of these facilities as shown below. The estimated cost of these facilities is \$663,252. The developer shall pay the appropriate inspection fee to the District prior to scheduling a pre-construction meeting. The \$663,252 shall be the basis upon which the District shall collect field inspection fees.

<u>ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL</u>
78" RCP	LF	976	\$445.00	\$434,320.00
Manhole No. 2	EA	2	\$6,200.00	12,400.00
Transition Structure No. 3	EA	1	\$10,000.00	10,000.00
Riprap	CY	155	\$150.00	23,250.00
Energy Dissipator	LS	1	\$50,000.00	50,000.00
3" Class 2 Base	CY	144	\$60.00	8,640.00
Pipe Swing Gate	EA	3	\$2,000.00	6,000.00
Chain Link Fence	LF	405	\$20.00	8,100.00
			Subtotal	\$552,710.00
			20% Contingenc	\$110,542.00
			Total Cost	\$663,252.00
			Inspection Fee=3%of Total Cost	\$ 19,900.00
			Total Fees Due	\$ 19,900.00

Very truly yours,


HENRY OLIVO
Engineering Project Manager

c: Rick Engineering Company
Attn: Richard C. O'Neill
ec: Teresa Tung
Kent Allen
Jeanine Rey
Sharon Johnson
SKM:blm





City of Wildomar
Monument Security Estimate Worksheet

Parcel Map/Tract Map No: TR 32078
 PP, CU, PU, MS OR VL No: _____
 Map Schedule: _____

Date: 11/10/2015
 City Project No: _____

Schedule "A" through "H" Maps			
Drive Time Hours to Map	Net Work Time Hours per Day	Cost per Day 10-hour Day	Cost per Monument
0.5	9	\$2,500.00*	\$300
1	8		\$342
1.5	7		\$400
2	6		\$478
Schedule "I" Maps			
Drive Time Hours to Map	Net Work Time Hours per Day	Cost per Day 10-hour Day	Cost per Monument
0.5	9	\$2,500.00*	\$600
1	8		\$685
1.5	7		\$800
2	6		\$960

Notes: *Based on a crew of one Registered Principal Engineering Technician and one Senior Engineering Technician

Total Monuments to Be Bonded 161

Cost Per Monument: \$300

Subtotal 1 (Total Monuments x Cost per Monument): \$ 48,300.00

Engineer's/Surveyor's Estimate for Preparing Centerline Tie-Sheets: \$1,340

Subtotal 2 (Subtotal 1 + Centerline Tie-Sheet Estimate): \$ 49,640.00

Total Security Amount (Subtotal 2 x 120%): \$ 59,500.00
 (total rounded to the nearest \$500)

Signature

11/10/15
 Date

Charissa Leach
 Name (type or printed)

53390 6/30/2017
 RCE/PLS No. Expiration Date





City of Wildomar
Cash-in-Lieu of Construction Worksheet

Parcel Map/Tract Map No: 32078
PP, CU, PU, MS OR VL No: _____

Date: 12/17/2014
City Project No: 13-0031

Quantity	Unit	Item	Unit Cost	Amount
1,450	LF	A-8 Curb	\$ 12.00	\$ 17,400.00
2,175	SF	Maintenance Walk Std. 113	\$ 4.00	\$ 8,700.00
193	SY	Remove AC Pavement	\$ 0.60	\$ 115.56
10,400	SF	Landscape and Irrigation	\$ 3.50	\$ 36,400.00
	SF	Colored Stamped Concrete	\$ 10.00	\$ -
1,450	LF	Saw Cut Exist. AC Pavement	\$ 1.00	\$ 1,450.00
	SF	Full Depth AC (2' beyond lip)	\$ 6.50	\$ -
770	LF	Water Meter (a)	\$ 1.30	\$ 1,001.00
770	LF	Electric Meter (b)	\$ 2.00	\$ 1,540.00
	CYD	Landscape Fill Material (c.)	\$ 27.00	\$ -
	EA	Street Trees (15 gal)	\$ 100.00	\$ -
5	EA	"BIKE LANE" Pavement Striping	\$ 25.00	\$ 125.00
2	EA	Bike Lane Sign	\$ 250.00	\$ 500.00
1,800	LF	6" White Pavement Stripe	\$ 0.30	\$ 540.00
		Inspection (3%)		\$ 2,033.15
		Survey and Staking (3%)		\$ 2,033.15
		Design (15%)		\$ 10,165.73
		20% Contingency		\$ 13,554.31
		Total		\$ 95,557.89

NOTE: Only half the cost of this estimate is required per the City Engineer.

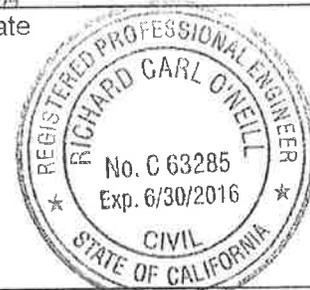
Richard O'Neill
Signature

12/17/14
Date

Richard O'Neill
Name (type or printed)

63285
RCE No.

6/30/2016
Expiration Date



Civil Engineer's Stamp

*** PLEASE READ INSTRUCTIONS BELOW ***

(a) \$7,000 meter one per mile, (b) \$10,000 meter one per mile, (c) 9'x1'x2' = 18 cuft

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 32078

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: \$ 2,517,000.00

Surety: _____

Attorney-in-fact: _____

Address: _____

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ 1,258,500.00

Surety: _____

Attorney-in-fact: _____

Address: _____

CASH MONUMENT SECURITY: \$ 13,400.00

Amount deposited per Cash Receipt No. _____ Date: _____

MONUMENT BOND PRINCIPAL AMOUNT: \$ 46,100.00

Surety: _____

Attorney-in-fact: _____

Address: _____

Hartford Fire Insurance Company
One Hartford Plaza, T-4
Hartford, Connecticut 06155
888-266-3488
BOND RIDER

BOND NO.: 83BSBHG1496
DATE OF BOND: August 6, 2015
PRINCIPAL: Richmond American Homes of Maryland, Inc.
OBLIGEE: City of Wildomar, California
SUM OF PERFORMANCE BOND: \$2,517,000.00
SUM OF LABOR AND MATERIAL BOND: \$1,258,500.00
TRACT NO.: 32078

The Surety hereby consents to changing the reference to the Public Improvement Agreement dated July 8, 2015 in the second recitals of the Performance Bond form and the Labor and Material bond form to the Subdivision Improvement Agreement dated _____, _____. This change shall be effective as of the date the Subdivision Improvement Agreement is executed by all parties thereto.

Nothing herein contained shall vary, alter, or extend any provision or condition of the bonds other than as above stated.

EXECUTED BY SURETY AND DATED THIS 19th DAY OF November, 2015.

Hartford Fire Insurance Company

By: [Signature]
Name: James I. Moore
Title: Attorney-in-Fact

STATE OF Illinois

COUNTY OF DuPage

The foregoing instrument was acknowledged before me this 19th day of November, 2015, by James I. Moore as Attorney-in-Fact for Hartford Fire Insurance Company.

Given under my hand and seal this 19th day of November, 2015.

[Signature]
Notary Public

My commission expires: September 10, 2017

(ATTACH POWER OF ATTORNEY)

(BONDS|CA-SO|83BSBHG1496 - Tr 32078 - Chg from PIA to SIA (Rev))



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: 83-550208

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Kelly A. Gardner, Stephen T. Kazmer, Bonnie Kruse, James I. Moore, Elaine Marcus, Jennifer J. McComb, Dawn L. Morgan, Tariese Pisciotto, Melissa Schmidt of WESTMONT, Illinois

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 } ss. Hartford
COUNTY OF HARTFORD }

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 19, 2015

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

BOND NO. 83BSBHG1508
\$ 207.00 premium is for a
term of One Year year(s).

MONUMENTATION BOND FOR SUBDIVISIONS

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, Richmond American Homes of Maryland, Inc.
hereinafter called SUBDIVIDER, is the developer of that certain subdivision known as Tract 32078
(Rancho Fortunado); and WHEREAS, all monuments have not yet been set in the positions noted in
the proposed Final Subdivision Map for said subdivision,

NOW, THEREFORE, we the subdivider as Principal, and the Hartford Fire Insurance Company
One Hartford Plaza, T-4, Hartford, Connecticut 06155

(Legal Title and Address of Surety)

as Surety, are held and firmly bound unto the City of Wildomar, California

in the sum of Forty Six Thousand

One Hundred & 00/100ths U.S. Dollars, (\$ 46,100.00).

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors, or assigns, or any or all or either of them, shall fail to pay any
engineer or surveyor for the setting monuments in the positions noted in the proposed Final Subdivision Map for
said subdivision in accordance with the provisions of Government Code Sec. 66495 et. seq., then said Surety will
pay the same in an amount not exceeding the amount hereinabove set forth.

IT IS HEREBY EXPRESSLY STIPULATED AND AGREED that this Bond shall insure to the benefit of any and
all persons, companies, and corporations entitled to file claims against it, pursuant to Government Code Sec. 66497.

Should the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it
shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the Agreement or Contract, or to the work to be performed thereunder, shall in any way
affect its obligations on the Bond, and it does hereby waive notice of any such change, extension of time, alteration
or addition to the terms of the Agreement or Contract.

IN WITNESS WHEREOF this Instrument has been duly executed by the Principal and Surety above named
on November 18, 20 15.

Principal

Surety

Richmond American Homes of Maryland, Inc.

Hartford Fire Insurance Company

By: _____

By: _____

James I. Moore,

Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 83-550208

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Kelly A. Gardner, Stephen T. Kazmer, Bonnie Kruse, James I. Moore, Elaine Marcus, Jennifer J. McComb, Dawn L. Morgan, Tariese Pisciotto, Melissa Schmidt of WESTMONT, Illinois

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 18, 2015
 Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

State of: ILLINOIS
County of: DUPAGE

On November 18, 2015, before me, Melissa Schmidt, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore, known to me to be Attorney-in-Fact for Hartford Fire Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires: May 14, 2016.



Melissa Schmidt, Notary Public



EXHIBIT "D"

**LIST OF TRACT MAP CONDITIONS
OF APPROVAL NOT SATISFIED**

Condition Number	Condition Timing	Condition Description	Condition	Notes
50.FLOOD RI. 17	PRIOR TO MAP RECORDATION	XXM-WATERS OF U.S.-HEC. PERM	A fee in conformance with the requirements of 44 CFR Parts 65, 70 and subsequent final rules shall be required prior to final map approval to cover the cost of processing the LOMR. Payment of all District fees and deposits for processing of FEMA submittals shall be made directly to the District.	A portion of Condition of Approval 50. FLOOD RI. 17 is included in the cell to the left, not the entire Condition of Approval. This portion of the condition has not been satisfied as of the date of this agreement.
50.FLOOD RI. 25	PRIOR TO MAP RECORDATION	MAP PRESENT WORTH	All flood control facilities should be constructed to District standards. All facilities that the District will assume for maintenance will require the payment of a one time maintenance charge equal to the "present worth" of 10 years of maintenance costs from the time of acceptance.	
50.PLANNING. 8	PRIOR TO MAP RECORDATION	MAP QUIMBY FEES (1)	The land divider shall submit to the County Planning Department - Development Review Division a duly and completely executed agreement with the County Service Area No. 152A which demonstrates to the satisfaction of the County that the land divider has provided for the payment of parks and recreation fees and/or dedication of land for the TENTATIVE MAP in accordance with Section 10.35 of County Ordinance No. 460.	
50.TRANS. 1	PRIOR TO MAP RECORDATION	MAP - DEDICATIONS	Streets "A", "B" & "C" shall be improved within the dedicated right-of-way in accordance with County Standard No. 105, Section A. (36'/56')	

EXHIBIT “D” (continued)

**LIST OF TRACT MAP CONDITIONS
OF APPROVAL NOT SATISFIED**

Condition Number	Condition Timing	Condition Description	Condition	Notes
50.TRANS. 2	PRIOR TO MAP RECORDATION	MAP - EXISTING MAINTAINED	<p>Palomar Street is a paved County maintained road and shall be improved with concrete curb-and-gutter located 43 feet from centerline and match up asphalt concrete paving; reconstruction; or resurfacing .of existing paving as determined by the Transportation Department. within a 73 foot. half-width dedicated right-of-way.in accordance with County Standard No. 92, (Modified). (43 '73')</p> <p>Note 1: This will require a curbed landscaped median.</p> <p>Note 2: A 14' multi-purpose trail will be allowed per County Draft Standard 405 (Modified).</p>	<p>A cash-in-lieu cost estimate of \$47,778.95 has been accepted for half of the cost of the construction of the future Palomar St. median along this project's frontage (Tract 31353 also provided a cash-in-lieu contribution for the future median at this location). A copy of the cost estimate is included in Exhibit “B” of this agreement. Cash-in-lieu payment will be required prior to first building permit issuance.</p>
50.TRANS. 4	PRIOR TO MAP RECORDATION	MAP - PAPT WIDTH	<p>Street “D” shall be improved with 32 feet of asphalt concrete pavement within a 45' part width dedicated right-of-way in accordance with County Standard No. 104, Section A. (20'/30')</p> <p>Deca Lane shall be improved with 32 feet of asphalt concrete pavement within a 45' part width dedicated right-of-way in accordance with County Standard No. 104, Section A. (20'/30')</p>	
50.TRANS. 11	PRIOR TO MAP RECORDATION	MAP - STREET NAME SIGN	<p>The land divider shall install street name sign(s) in accordance with County Standard No. 816 as directed by the Transportation Department.</p>	

EXHIBIT "D" (continued)

**LIST OF TRACT MAP CONDITIONS
OF APPROVAL NOT SATISFIED**

Condition Number	Condition Timing	Condition Description	Condition	Notes
50.TRANS. 14	PRIOR TO MAP RECORDATION	MAP - LANDSCAPING	<p>The project proponent shall comply in accordance with landscaping requirements within public road rights-of-way, in accordance with Ordinance 461. Landscaping shall be installed within Palomar Street. Landscaping plans shall be submitted on standard County Plan sheet format (24" X 36"). Landscaping plans shall be submitted with the street improvement plans. If landscaping maintenance to be annexed to County Service Area, or Landscaping and Lighting Maintenance District, landscaping plans shall depict ONLY such landscaping, irrigation and related facilities as are to be placed within the public road rights-of-way.</p>	
50.TRANS. 25	PRIOR TO MAP RECORDATION	MAP - SOUTHWEST R&BBD RECORD	<p>Prior to the recordation of the final map, or any phase thereof, the project proponent shall pay fees in accordance with Zone A of the Southwest Road and Bridge Benefit District.</p>	
50.TRANS. 26	PRIOR TO MAP RECORDATION	MAP - SOUTHWEST TUMF	<p>Prior to the recordation of the final map, or any phase thereof, the project proponent shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of recordation, pursuant to Board Policy (dated May 25, 2004) and Ordinance No. 824.</p>	

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between Richmond American Homes of Maryland, Inc., a Maryland corporation (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as Tentative Tract Map 25122 (Assessor's Parcel Numbers 380-080-012, 380-080-013, 380-080-014, 380-080-015) (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Tract 25122, as approved or to be approved by the City (the "Plan"), which is incorporated herein by reference, provides for stormwater quality treatment within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities (the "Facilities") on the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.
3. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary.
5. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property

and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule.

7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

WITNESS the following signatures and seals:

RICHMOND AMERICAN HOMES OF MARYLAND, INC.,
a Maryland corporation

(Seal)

By: _____

Name: _____

Title: _____

RECORD OWNERS (MUST BE NOTARIZED)

CITY OF WILDOMAR

Gary Nordquist
City Manager

Date

ATTEST

Debbie A. Lee
City Clerk

Date

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA) SS

COUNTY OF **ORANGE**

On November 20, 2015, before me, Rhonda Harper, a Notary Public, personally appeared Sondra Harris, 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



My Commission Expires: May 30, 2016



This area for official notarial seal.

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between Richmond American Homes of Maryland, Inc., a Maryland corporation (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as Tentative Tract Map 32078 (Assessor's Parcel Numbers 380-080-008, 380-080-009, 380-140-001) (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Tract 32078, as approved or to be approved by the City (the "Plan"), which is incorporated herein by reference, provides for stormwater quality treatment within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities (the "Facilities") on the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.
3. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary.
5. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property

and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule.

7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

WITNESS the following signatures and seals:

RICHMOND AMERICAN HOMES OF MARYLAND, INC.,
a Maryland corporation

(Seal)

By: 

Name: Sondra Harris

Title: VP

RECORD OWNERS (MUST BE NOTARIZED)

CITY OF WILDOMAR

Gary Nordquist
City Manager

Date

ATTEST

Debbie A. Lee
City Clerk

Date

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA) SS

COUNTY OF **ORANGE**

On November 20, 2015, before me, Rhonda Harper, a Notary Public, personally appeared Sondra Harris, 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



My Commission Expires: May 30, 2016



This area for official notarial seal.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.8
CONSENT CALENDAR
Meeting Date: December 9, 2015

TO: Mayor and City Council Members
FROM: Matthew C. Bassi, Planning Director
SUBJECT: Tentative Tract Map No. 32024

STAFF REPORT

RECOMMENDATION:

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

DISCUSSION:

The Planning Commission reviewed the proposed one-year time extension for Tentative Tract Map No. 32024 at its December 2, 2015 meeting. The extension of time was needed to allow the Applicant (Pacific Cove Investments, LLC) additional time to satisfy the conditions of approval prior to map recordation (i.e., improvement plans, etc.).

The details of the one year extension of time are outlined in the December 2 Planning Commission staff report which has been provided for Council consideration (Attachment A). After public testimony and Commission discussion, the Planning Commission voted to adopt PC Resolution No. 2015-21 approving a one-year extension of time to April 4, 2017 for Tentative Tract Map No. 32024.

In accordance with the Section 16.12.160 of the Subdivision Ordinance, the actions by the Planning Commission must be reported to the City Council. Once the Council accepts the Planning Commission's decision with this receive and file report, a 10 day appeal period begins whereby an appeal may be filed. The deadline to file an appeal is December 21, 2015. If no appeal is filed with the City Clerk, the Planning Commission's approval of the one-year extension of time becomes effective on December 22, 2015.

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

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

December 2, 2015 PC Staff Report/Resolution (no attachments)

ATTACHMENT A

December 2, 2015 PC Staff Report/Resolution (no attachments)



CITY OF WILDOMAR – PLANNING COMMISSION
Agenda Item #2.2
PUBLIC HEARING
Meeting Date: December 2, 2015

TO: Chairman and Members of the Planning Commission

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Tentative Tract Map No. 32024 – Extension of Time (PA 15-0094):
Planning Commission review and consideration of a 1-year extension of time for a Riverside County approved Tentative Tract Map (TTM No. 32024) requested by Pacific Cove Investments, LLC (Applicant) located on the east side of Monte Vista Drive just south of Canyon Drive (APN: 367-140-007 & 011).

STAFF REPORT

RECOMMENDATION:

The Planning Department recommends the Planning Commission take the following action:

1. Adopt a Resolution entitled:

PC RESOLUTION NO. 2015-21

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A ONE-YEAR (1) EXTENSION OF TIME TO APRIL 4, 2017 FOR TENTATIVE TRACT MAP NO. 32024 (PLANNING APPLICATION NO. 15-0094), SUBJECT TO THE ORIGINAL CONDITIONS OF APPROVAL ADOPTED BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ON APRIL 4, 2006, LOCATED ON THE EAST SIDE OF MONTE VISTA DRIVE JUST SOUTH OF CANYON DRIVE (APN: 367-140-007 & 011)

DESCRIPTION / BACKGROUND:

The Applicant (Pacific Cove Investments, LLC) is requesting a one-year (1) time extension for an approved Tentative Tract Map (TTM No. 32024). TTM No. 32024 was approved by Riverside County Board of Supervisors on April 4, 2006 to subdivide 35.2 acres into 70 single family residential lots, five (5) open space lots and one (1) commercial lot. The Board approval also included adoption of a Mitigated Negative Declaration (EA 39369) and a Change of Zone from R-R (Rural Residential) to R-1 (One-Family Dwelling), C-O (Commercial Office) and R-5 (Open Space-Combining Zone).

The subdivision is located on the east side of Monte Vista Drive just south of Canyon Drive (APN: 367-140-007 & 011). The vicinity map below illustrates the location of the project site and surrounding area.

Vicinity/Location Map



DISCUSSION / ANALYSIS

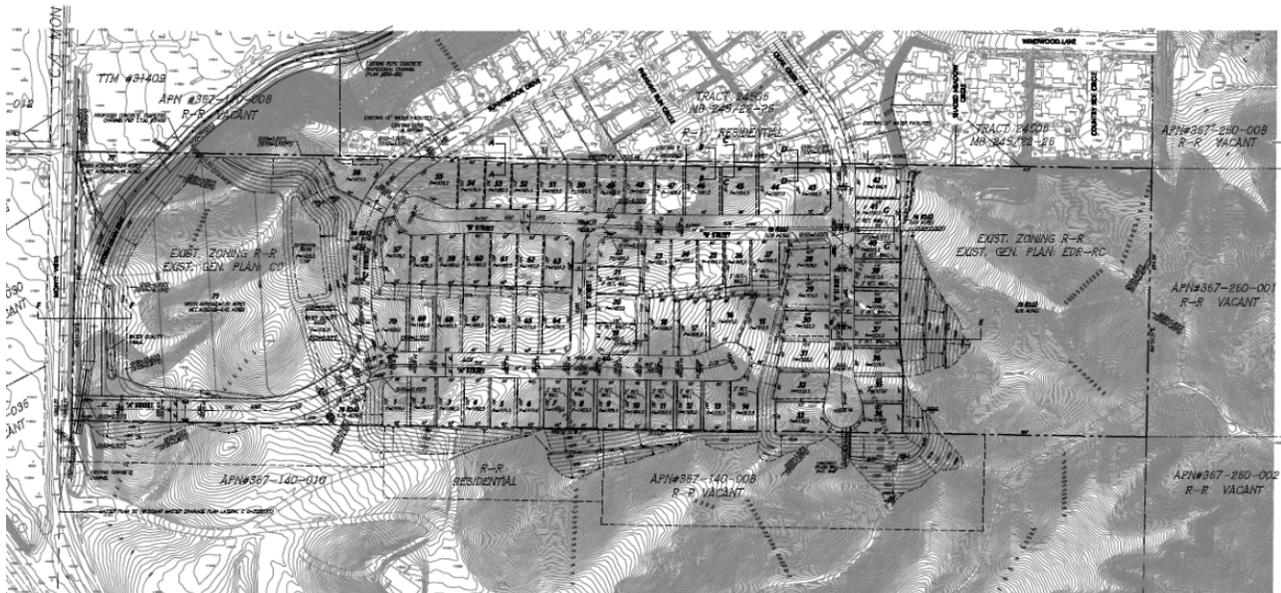
The approved tentative map was due to expire on April 4, 2009, three (3) years after the original approval. However, the State legislature approved SB 1185 in July 2008 which granted an automatic 1-year time extension for all maps that were due to expire between July 15, 2008 and January 1, 2011. As TTM No. 32024 fell within the provisions of this Senate bill, the expiration date was automatically extended to April 4, 2010.

From July 2009 to July 2013, the State legislature passed three more bills (AB 333, AB 208 & AB 116) which resulted in six (6) years of additional automatic time extensions for tract maps. TTM No. 32024 also fell within the provisions of these three (3) bills; thus, the expiration date was extended to April 4, 2016.

Section 16.12.240.A of the Wildomar Municipal Code allows tentative tract maps up to five (5) one (1) year time extensions provided the Applicant files an application and filing fee with the Planning Director at least 30 days prior to the expiration date. The approval or denial of a time extension rests with the Planning Commission. On November 10, 2015, the Applicant submitted a time extension application and paid the required fee. This date is well within the 30-day time frame required by the subdivision ordinance.

In reviewing the time extension request, the Planning and Engineering departments have determined that the approved tract map has not been modified from its original approval, nor has the Applicant requested any changes. Thus, a minor change approval is not needed with the time extension. A reduced copy of the approved tract map is illustrated on the following page.

Approved Tract Map
TENTATIVE TRACT MAP NO. 32024
COUNTY OF RIVERSIDE
BEING A PORTION OF SEC. 26, T6S, R4W, S.B.M.



The tract map still shows 70 single family residential lots, five (5) open space lots and one (1) commercial lot. The subdivision will maintain one access point from Monte Vista Drive to the residential portion of the map (Street A). Access to the commercial office pad will be taken from Street A. The large open space lot remains at the rear of the property, while the commercial lot remains fronting onto Monte Vista Drive.

Based on staff's review, the approved tentative tract map remains in compliance with the City's current development standards of the zoning and subdivision ordinances in terms of minimum lot size, lot depth and lot width. The existing R-1 zoning remains consistent with the general plan land use designation of Medium Density Residential (MDR, 2 – 5 units/acre) with a project density of 4.7 units/acre. The existing C-O zoning

remains consistent with the Business Park (BP) land use designation, which provides for employee intensive uses and corporate offices.

A copy of the adopted conditions of approval for TTM No. 32024 and a copy of the adopted Environmental Assessment (EA No. 39369) are provided for Commission consideration (Attachment A-Exhibit 1 and Attachment B, respectively). A reduced copy of the approved tract map is provided in Exhibit C.

CEQA DISCUSSION

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a Mitigated Negative Declaration (EA No. 39369) was prepared, considered and adopted by the Riverside County Board of Supervisor's on April 4, 2006 as part of its approval of Tentative Tract Map No. 32024. The accompanying Change of Zone from R-R to R-1, C-O & R-5 was also approved by the Board on April 4, 2006. A Notice of Determination was filed with the Riverside County Clerk within the prescribed time frame in accordance with CEQA.

As part of the environmental assessment for Tentative Tract Map No. 32024, the county identified nine (9) areas with potentially significant impacts. Of the impact categories identified, the conclusion in EA 39369 is that all impacts are fully mitigated by the adopted mitigation measures contained in EA 39369, the resulting Mitigated Negative Declaration, and the approved Tentative Tract Map's conditions of approval.

CEQA Guideline 15162 provides that once a mitigated negative declaration is adopted for a project, if a subsequent discretionary approval is required for the project the lead agency may determine, based on substantial evidence, whether additional environmental review of the project is warranted. More specifically, if one or more of the conditions stated in Guideline 15162(a) are present (discussed in more detail below), then the lead agency must prepare a subsequent EIR for the project. If none of the conditions stated in Guideline 15162(a) are present, then the lead agency has the discretion to determine whether to require a lesser form of environmental review (such as an addendum) or no further documentation at all. (Guideline 15162(b)).

Guideline 15162(a) requires a subsequent EIR to be prepared if one or more of the following conditions exist:

- 1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- 2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental

effects or a substantial increase in the severity of previously identified significant effects; or

- 3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

- (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

- (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

- (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.”

CEQA Guidelines §15162(a).

In the case of the request for a one year Extension of time for TTM No. 32024, staff has determined upon detailed evaluation that none of the circumstances or situations listed in Section 15162(a) of the CEQA Guidelines is present to require a subsequent EIR as follows:

- 1) *No Substantial changes are proposed in the project:*

The Applicant is not proposing any technical or physical changes to TTM No. 32024 that will require major revisions of the previously adopted environmental document (EA 39369) because there are no new significant environmental effects, or a substantial increase in the severity of previously identified significant effects.

- 2) *No Substantial Changes to the Project's Circumstances:*

No substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previously adopted environmental document (EA 39369) due to the involvement of new significant environmental effects, or a substantial increase in the severity of previously identified significant effects. It is important to note that the one-year extension of time request being considered for TTM No. 32024 does not include any request for technical or physical changes to the design, specifications, conditions or requirements for construction of the project covered by the

approved tentative tract map. Furthermore, the City has not been presented with any evidence that the environmental setting for the project has substantially changed since the map was first approved. Lastly, upon incorporation of the City of Wildomar, the City adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Map No. 32024. Since incorporation, the City has not made any amendments to the General Plan land use designations of Medium Density Residential (MDR) or Business Park (BP) that would affect the approved tentative tract map. Further, the City has not made any amendments to the R-1, C-O or R-5 zones that would affect the development standards applicable to the approved tract map.

3) No New Information of Substantial Importance:

Staff has not been presented with any new information of substantial importance, which was previously unknown and could not have been known, that shows any of the following:

- (A) The project will have any significant effects that were not already discussed in the prior/adopted environmental documents (EA 39369);
- (B) There are significant effects previously examined that will be substantially more severe;
- (C) There are mitigation measures or alternatives, previously considered not feasible, that are now feasible and would substantially reduce one or more significant effects of the project; or
- (D) There are mitigation measures or alternatives that are considerably different from those included in the prior/adopted environmental document (EA 39369) that would substantially reduce one or more significant effects on the environment.

Based on the above, staff has determined that a subsequent EIR is not required for TTM No. 32024.

Further, while the Extension of Time, is a discretionary decision to be made by the Planning Commission, because there have been no changes in the project, no changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects, there is no need to prepare a subsequent MND or subsequent Negative Declaration or an Addendum pursuant to Title 14 Cal. Code Regs. Section 15162.

EXTENSION OF TIME FINDINGS OF FACT

Pursuant to Section 16.12.240.C of the Subdivision Ordinance, and in light of the record before it, including the staff report dated December 2, 2015 and all evidence and

testimony heard at the public hearing for said time extension for Tentative Tract Map No. 32024, staff recommends the Planning Commission hereby find as follows:

Finding 1: The proposed extension of time for TM No. 32024 is consistent with the City of Wildomar General Plan.

Evidence: The General Plan land use designation for the project site is Medium Density Residential (MDR) and Business Park (BP). MDR allows single family residential land uses with densities ranging from 2 to 5 dwelling units per acre. The approved tentative tract map would allow for the development of 70 single family lots on 14.8 acres of the project site with a density of 4.72 units/acre which falls within the allowable density range permitted under the MDR land use designation. Further, the Land Use Element of the General Plan encourages the development of a variety of housing types, styles and densities that are accessible to and meet the needs of a range of lifestyles, physical abilities, and income levels. The approved tract map, and future residential development remains consistent with this policy as it will provide single family residential homeownership opportunities for Wildomar residents. As the commercial office site remains unchanged, it too remains consistent with the BP land use designation which provides for employee intensive uses and corporate offices. Considering these facts, the proposed request for a one-year time extension to April 4, 2017 for Tentative Tract Map No. 32024 continues to be consistent with the General Plan.

Finding 2: The proposed extension of time for TM No. 32024 is consistent with the City of Wildomar Zoning Ordinance.

Evidence: The residential zoning designation approved the Riverside County Board of Supervisors on April 4, 2006 is R-1 (One-Family Dwelling) which is consistent with the General Plan land use designation of Medium Density Residential (MDR). Further, the approved tentative tract map will allow for the development of 70 single family residential dwelling units with all lots still consistent with the R-1 development standards related to minimum lot area (7,200 square feet), lot depth (100 feet) and lot width (60 feet). In addition, the commercial office site remains consistent with the C-O zoning standards in terms of lot area. Lastly, the rear portion of the tract map (eastern portion) remains in compliance with the R-5 zone requirements and will be preserved with no development occurring on this acreage.

Finding 3: The proposed extension of time for TM No. 32024 does not adversely affect the general health, safety and welfare of the public.

Evidence: The proposed extension of time does not adversely affect the general health, safety and welfare of the public as the originally approved tract map remains in compliance with all the required development standards of the R-1 (One-Family Dwelling), C-O (Commercial Office) and R-5 zones. As there have been no amendments to the R-1 or C-O zones since incorporation, the original development standards remain the same. Further, the design of the subdivision remains in

conformance with the City's General Plan and Subdivision Ordinance. The design and construction of all improvements related to the proposed project remain as originally conditioned which are intended to protect the general health, safety and welfare of the public.

PUBLIC NOTICING

In accordance with Title 16, Section 16.12.140 of the Wildomar Municipal Code, the Planning Department on November 20, 2015 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the Planning Commission hearing scheduled for the December 2, 2015 for the Extension of Time for Tentative Tract Map No. 32024. In addition, the Planning Department on November 18, 2015 mailed a public hearing notice to all property owners within a 600-foot radius of the project site notifying them of the Planning Commission hearing scheduled for the December 2, 2015 for the Extension of Time for Tentative Tract Map No. 32024. The same notice was also emailed on November 18, 2015 to the Elsinore Valley Municipal Water District (EVMWD) and the Lake Elsinore Unified School District LEUSD) in accordance with the City's Code.

Respectfully Submitted,
Matthew C. Bassi
Planning Director

Reviewed By,
Erica L. Vega
Assistant City Attorney

ATTACHMENTS:

- ~~A. PC Resolution No. 2015-21
Exhibit 1 – County Approved Conditions TM 32024 (dated 4/4/06)~~
- ~~B. County Approved Environmental Assessment (MND – EA No. 39369)~~
- ~~C. County Approved TTM No. 32024 Exhibit (dated 4/4/06)~~

INCORPORATED HEREIN BY REFERENCE THE FOLLOWING:

- City of Wildomar General Plan and General Plan EIR
- City of Wildomar Zoning Ordinance (Title 17)
- City of Wildomar Subdivision Ordinance (Title 16)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.9
CONSENT CALENDAR
Meeting Date: December 9, 2015

TO: Mayor and City Council Members
FROM: Matthew C. Bassi, Planning Director
SUBJECT: Tentative Tract Map No. 31667

STAFF REPORT

RECOMMENDATION:

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

DISCUSSION:

The Planning Commission reviewed the proposed one-year time extension for Tentative Tract Map No. 31667 at its December 2, 2015 meeting. The extension of time was needed to allow the Applicant (Beazer Homes) additional time to satisfy their conditions of approval prior to map recordation (i.e., improvement plans, etc.).

The details of the one year extension of time are outlined in the December 2 Planning Commission staff report which has been provided for Council consideration (Attachment A). After public testimony and Commission discussion, the Planning Commission voted to adopt PC Resolution No. 2015-20 approving a one-year extension of time to November 15, 2016 for Tentative Tract Map No. 31667.

In accordance with the Section 16.12.160 of the Subdivision Ordinance, the actions by the Planning Commission must be reported to the City Council. Once the Council accepts the Planning Commission's decision with this receive and file report, a 10 day appeal period begins whereby an appeal may be filed. The deadline to file an appeal is December 21, 2015. If no appeal is filed with the City Clerk, the Planning Commission's approval of the one-year extension of time becomes effective on December 22, 2015.

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

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

December 2, 2015 PC Staff Report/Resolution (no attachments)

ATTACHMENT A

December 2, 2015 PC Staff Report/Resolution (no attachments)



CITY OF WILDOMAR – PLANNING COMMISSION
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: December 2, 2015

TO: Chairman and Members of the Planning Commission

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Tentative Tract Map No. 31667 - Extension of Time (PA 15-0098):
Planning Commission review and consideration of a 1-year extension of time for a Riverside County approved Tentative Tract Map (TTM No. 31667) requested by Beazer Homes (Applicant) located on the NEC of Grand Avenue and McVicar Street (APN: 380-060-007).

STAFF REPORT

RECOMMENDATION

The Planning Department recommends the Planning Commission take the following action:

1. Adopt a Resolution entitled:

PC RESOLUTION NO. 2015-20

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A ONE-YEAR (1) EXTENSION OF TIME TO NOVEMBER 15, 2016 FOR TENTATIVE TRACT MAP NO. 31667 (PLANNING APPLICATION NO. 15-0098) LOCATED ON THE NEC OF GRAND AVENUE AND MCVICAR STREET (APN: 380-060-007)

DESCRIPTION / BACKGROUND

The applicant (Beazer Homes) is requesting a one-year (1) time extension for an approved Tentative Tract Map (TTM No. 31667). TTM No. 31667 was approved by Riverside County Board of Supervisors on November 15, 2005 to subdivide 35.2 acres into 108 single family residential lots. The Board approval also included adoption of a Mitigated Negative Declaration (EA 39184) and a Change of Zone from R-R (Rural Residential) to R-1 (One-Family Dwelling) and to R-5 (Open Space-Combining Zone).

The residential subdivision is located at the northeast corner of Grand Avenue and McVicar Street (APN: 380-060-007). The vicinity map on the following page illustrates the location of the project site and surrounding area.

Vicinity/Location Map



DISCUSSION / ANALYSIS

The approved tentative map was due to expire on November 15, 2008; three (3) years after the original approval. However, the State legislature approved SB 1185 in July 2008 which granted an automatic 1-year time extension for all maps that were due to expire between July 15, 2008 and January 1, 2011. As TTM No. 31667 fell within the provisions of this Senate bill, the expiration date was automatically extended to November 15, 2009.

From July 2009 to July 2013, the State legislature passed three more bills (AB 333, AB 208 & AB 116) which resulted in automatic time extensions totaling six (6) years for qualifying tract maps. TTM No. 31667 also fell within the provisions of these three (3) bills; thus, the expiration date was extended to November 15, 2015.

Section 16.12.240.A of the subdivision ordinance allows tentative tract maps up to five (5) one (1) year time extensions provided the Applicant files an application and filing fee with the Planning Director at least 30 days prior to the expiration date. The approval or denial of a time extension rests with the Planning Commission. On October 1, 2015,

Beazer Homes did submit an application and paid the required fee with a request for a 1-year time extension to November 15, 2016.

In reviewing the time extension request, the Planning and Engineering departments have determined that the approved tract map has not been modified from its original approval, nor has the Applicant requested any changes. Thus, a minor change approval is not needed with the time extension. A copy of the approved tract map is provided below and in Attachment C.

Approved Tract Map



The tract map still shows 108 single family (R-1) lots that range in size from 7,201 (Lot #30) to 12,805 square feet (Lot #85) with an average lot size of 9,105 square feet. The subdivision will maintain two access points into the project....one from McVicar and one from Grand Avenue. A large open space is still being preserved along Wildomar

Channel/Murrieta Creek that will serve as the floodway. Based on this review, the approved tentative tract map remains in compliance with the current development standards and policies of the City's zoning and subdivision ordinances. Further, the approved R-1 zoning remains consistent with the adopted general plan land use designation of Medium Density Residential (MDR) which was in effect at the time the tract map was approved by the Board of Supervisors. The MDR designation allows single family residential development within a density range of 2 – 5 units/acre). The approved tract map had since its original approval, and continues to have, a density of 3.07 units/acre.

For Commission information, a copy of the County approved conditions for TTM No. 31677 and a copy of the adopted Environmental Assessment (EA No. 39184) are provided in Attachment A (Exhibit 1) and Attachment B, respectively. A reduced copy of the approved tract map is provided in Exhibit C.

CEQA DISCUSSION

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a Mitigated Negative Declaration (EA No. 39184) was prepared, considered and adopted by the Riverside County Board of Supervisor's on November 15, 2005 as part of its approval of Tentative Tract Map No. 31667. The accompanying Change of Zone from R-R to R-1 was also approved by the Board on January 10, 2006. A Notice of Determination was filed with the Riverside County Clerk within the prescribed time frame in accordance with CEQA.

As part of the environmental assessment for Tentative Tract Map No. 31667, the county identified nine (9) areas with potentially significant impacts. Of the impact categories identified, the conclusion in EA 39184 is that all impacts are fully mitigated by the adopted mitigation measures contained in EA 39184, the resulting Mitigated Negative Declaration, and the Map's conditions of approval.

CEQA Guideline 15162 provides that once a mitigated negative declaration is adopted for a project, when a subsequent discretionary approval is required for the project the lead agency may determine, based on substantial evidence, whether additional environmental review of the project is warranted. More specifically, if one or more of the conditions stated in Guideline 15162(a) are present (discussed in more detail below), then the lead agency must prepare a subsequent EIR for the project. If none of the conditions stated in Guideline 15162(a) are present, then the lead agency has the discretion to determine whether to require a lesser form of environmental review (such as an addendum) or no further documentation at all. (Guideline 15162(b)).

Guideline 15162(a) requires a subsequent EIR to be prepared if one or more of the following conditions exist:

“(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of

new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.”

CEQA Guidelines §15162(a).

In the case of the request for a one year Extension of time for TTM No. 31667, staff has determined upon detailed evaluation that none of the circumstances or situations required in Section 15162 of the CEQA Guidelines is present to require a subsequent EIR as follows:

1) *No Substantial changes are not proposed in the project:*

The Applicant is not proposing any technical or physical changes to TTM No. 31667. Therefore, no major revisions of the previously adopted environmental document (EA 39184) are necessary because there are no new significant environmental effects, or a substantial increase in the severity of previously identified significant effects, resulting from changes to the project.

2) *No Substantial Changes to the Project's Circumstances:*

No substantial changes have occurred with respect to the circumstances under which the project is undertaken that will require major revisions of the previously

adopted environmental document (EA 39184) due to the involvement of new significant environmental effects, or a substantial increase in the severity of previously identified significant effects. The one-year extension of time request being considered for TTM No. 31667 does not include any request for technical or physical changes to the design, specifications, conditions or requirements for construction of the project covered by the approved tentative tract map. Further, knowing that storm water conveyance and flooding concerns are present in this area, it is important to note that the original approval for the tentative tract map included conditions/requirements to construct pad elevations at a minimum of two (2) feet above the 100-year water surface or a minimum of one (1) foot above the floodway elevation for the Wildomar Channel, whichever is greater (Conditions of Approval 10 Flood RI. 1, and 10 Flood RI. 2). This condition remains in full force and effect. The tract map is also conditioned to construct a 100-year crossing (or alternate design as approved by Riverside County Flood Control District and the City Engineer) for the Wildomar Channel at McVicar Street (Condition of Approval 10 Flood RI. 20). This condition also remains in full force and effect. Finally, the tract map has already received a Conditional Letter of Map Revision (CLOMR), dated May 31, 2007, in accordance with the requirements of Condition of Approval 10 Flood RI. 18. The City has not been presented with any evidence that the physical setting of the project has substantially changed since EA 39184 was approved.

3) No New Information of Substantial Importance:

There is no new information of substantial importance, which was previously unknown and could not have been known, that shows any of the following:

- (A) The project will have any significant effects that were not already discussed in the prior/adopted environmental documents (EA 39184);
- (B) There are significant effects previously examined that will be substantially more severe;
- (C) There are mitigation measures or alternatives, previously considered not feasible, that are now feasible and would substantially reduce one or more significant effects of the project; or
- (D) There are mitigation measures or alternatives that are considerably different from those included in the prior/adopted environmental document (EA 39184) that would substantially reduce one or more significant effects on the environment.

Based on the above, staff has determined that in light of the fact that there are no changes to TTM No. 31667, including no additional (or revised) conditions of approval being proposed, there are no substantial changes to the project's circumstances, and the City has not been presented with any new information regarding the project's impacts or mitigation measures, none of the conditions exist that might require a

subsequent EIR, subsequent MND or subsequent Negative Declaration or an Addendum pursuant to Title 14 Cal. Code Regs. Section 15162. Therefore, it can be concluded with certainty that no additional CEQA documentation is required for this extension of time action by the Commission.

EOT - FINDINGS OF FACT

Pursuant to Section 16.12.240.C of the Subdivision Ordinance, and in light of the record before it, including the staff report dated December 2, 2015 and all evidence and testimony heard at the public hearing for said time extension for Tentative Tract Map No. 31667, Staff recommends the Planning Commission hereby find as follows:

Finding 1: The proposed extension of time for TM No. 31667 is consistent with the City of Wildomar General Plan.

Evidence: The General Plan land use designation for the project site is Medium Density Residential (MDR) which allows single family residential land uses with densities ranging from 2 to 5 dwelling units per acre. The approved tentative tract map would allow for the development of 108 single family lots on 35.2 acres with a density of 3.07 units/acre which falls within the allowable density range permitted under the MDR land use designation. Further, the Land Use Element of the General Plan encourages the development of a variety of housing types, styles and densities that are accessible to and meet the needs of a range of lifestyles, physical abilities, and income levels. The proposed tract map, and subsequent residential development, remains consistent with this policy as it will provide single family residential homeownership opportunities for Wildomar residents. Considering these facts, the proposed request for a one-year time extension to November 15, 2016 for Tentative Tract Map No. 31667 continues to be consistent with the General Plan.

Finding 2: The proposed extension of time for TM No. 31667 is consistent with the City of Wildomar Zoning Ordinance.

Evidence: The zoning designation approved by the Riverside County Board of Supervisors on November 15, 2005 of R-1 (One-Family Dwelling) is highly consistent with the General Plan land use designation of Medium Density Residential (MDR). Further, the approved tentative tract map will allow for the development of 108 single family residential dwelling units consistent with the R-1 development standards related to required lot depth (100 feet) and lot width (60 feet). Lastly, single family residential land uses are a permitted use on the R-1 zone, therefore, the project remains consistent with the Zoning Ordinance.

Finding 3: The proposed extension of time for TM No. 31667 does not adversely affect the general health, safety and welfare of the public.

Evidence: The proposed extension of time does not adversely affect the general health, safety and welfare of the public as the originally approved tract map remains in compliance with all the required design and development standards of the R-1 (One-

Family Dwelling) zone, and appropriate mitigation for the project's environmental impacts have been imposed on the project. As there have been no amendments to the R-1 zone since incorporation, the original development standards remain the same. Further, the design of the subdivision remains in conformance with the City's General Plan and Subdivision Ordinance. The design and construction of all improvements related to the proposed project remain as originally conditioned which are intended to protect the general health, safety and welfare of the public.

PUBLIC NOTICING

In accordance with Title 16, Section 16.12.140 of the Wildomar Municipal Code, the Planning Department on November 18, 2015 mailed a public hearing notice to all property owners within a 600-foot radius of the project site notifying them of the December 2, 2015 Planning Commission hearing for the Extension of Time proposed by Beazer Homes for Tentative Tract Map No. 31667.

In accordance with Title 16, Section 16.12.140 of the Wildomar Municipal Code the Planning Department on November 20, 2015 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the December 2, 2015 Planning Commission hearing for the Extension of Time proposed by Beazer Homes for Tentative Tract Map No. 31667.

In accordance with Title 16, Section 16.12.140 of the Wildomar Municipal Code the Planning Department on November 20, 2015 emailed said public hearing notice to the Elsinore Valley Municipal Water District (EVMWD) and the Lake Elsinore Unified School District (LEUSD) notifying these 2 agencies of the December 2, 2015 Planning Commission hearing for the Extension of Time proposed by Beazer Homes for Tentative Tract Map No. 31667

Respectfully Submitted,
Matthew C. Bassi
Planning Director

Reviewed By,
Erica L. Vega
Assistant City Attorney

ATTACHMENTS

- ~~A. PG Resolution No. 2015-20~~
 - ~~Exhibit 1 - Approved Conditions of Approval for TM 31667 (dated 11/15/05)~~
- ~~B. County Approved Environmental Assessment (MND - EA No. 39184)~~
- ~~C. Reduction of the approved TTM No. 31667~~

INCORPORATED HEREIN BY REFERENCE THE FOLLOWING:

- City of Wildomar General Plan and General Plan EIR
- City of Wildomar Zoning Ordinance (Title 17)
- City of Wildomar Subdivision Ordinance (Title 16)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.10
CONSENT CALENDAR
Meeting Date: December 9, 2015

TO: Mayor and City Council Members
FROM: Matthew C. Bassi, Planning Director
SUBJECT: Tentative Tract Map No. 31896

STAFF REPORT

RECOMMENDATION:

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

DISCUSSION:

The Planning Commission reviewed the proposed minor change for Tentative Tract Map No. 31896 at its December 2, 2015 meeting. The minor change was needed to address some minor modifications to the approved number of lots, street layout and lot sizes needed by the Applicant (Jeff Rhoades) as part of the final map review process.

The details of the minor changes are outlined in the December 2 Planning Commission staff report which has been provided for Council consideration (Attachment A). After public testimony and Commission discussion, the Planning Commission voted to adopt PC Resolution No. 2015-22 approving the proposed minor changes to Tentative Tract Map No. 31896.

In accordance with the Section 16.12.160 of the Subdivision Ordinance, the actions by the Planning Commission must be reported to the City Council. Once the Council accepts the Planning Commission's decision with this receive and file report, a 10 day appeal period begins whereby an appeal may be filed. The deadline to file an appeal is December 21, 2015. If no appeal is filed with the City Clerk, the Planning Commission's approval of the one-year extension of time becomes effective on December 22, 2015.

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

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

December 2, 2015 PC Staff Report/Resolution (no attachments)

ATTACHMENT A

December 2, 2015 PC Staff Report/Resolution (no attachments)



CITY OF WILDOMAR – PLANNING COMMISSION
Agenda Item #2.3
PUBLIC HEARING
Meeting Date: December 2, 2015

TO: Chairman and Members of the Planning Commission

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Tentative Tract Map No. 31896 Minor Change (PA 15-0099):

Planning Commission review and consideration of a minor change to a Riverside County approved Tentative Tract Map (TTM No. 31896) requested by MDMG, Inc. (Applicant) located on the northwest corner of Palomar Street and Starbuck Circle (APN: 380-210-003, 004, 005, 008, 016, and 380-160-018).

STAFF REPORT

RECOMMENDATION:

The Planning Department recommends the Planning Commission take the following action:

1. Adopt a Resolution entitled:

PC RESOLUTION NO. 2015-22

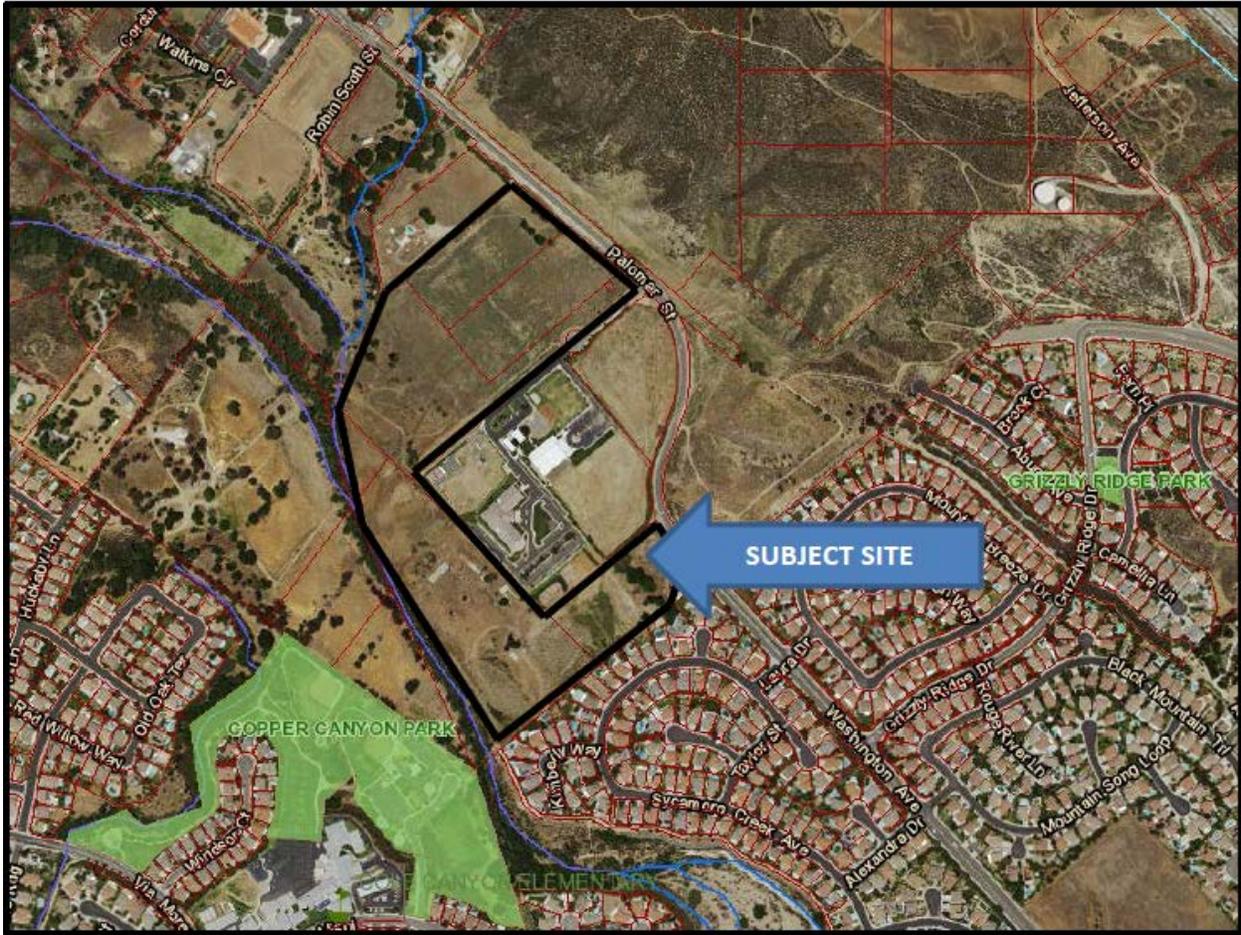
A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A MINOR CHANGE TO TENTATIVE TRACT MAP NO. 31896 (PLANNING APPLICATION NO. 15-0099), SUBJECT TO THE ORIGINAL CONDITIONS OF APPROVAL ADOPTED BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ON APRIL 4, 2006, LOCATED ON THE NORTHWEST CORNER OF PALOMAR STREET AND STARBUCK CIRCLE (APN: 380-210-003, 004, 005, 008, & 016)

DESCRIPTION / BACKGROUND:

The applicant is proposing five (5) minor changes to an approved tentative tract map (TTM No. 31896). The applicant has submitted the final map and street improvement plans for TTM No. 31896 to the Engineering Department for review. As part of this review, the City Engineer determined that the submitted final map did not substantially conform to the approved tentative map, and the applicant needed to apply for a minor change before the final map is approved by the City Council (no date determined). Tentative Tract Map No. 31896 is an approved 131 lot single family residential subdivision located on the generally on northwest corner of Palomar Street and Starbuck Circle.

The vicinity map on the following page shows the project site location and surrounding area.

Vicinity/Location Map



Tract Map No. 31896 – County Approved Exhibit



Proposed Minor Changes:

The minor changes are being processed under the requirements of Title 16, Section 16.12.220 of the Wildomar Municipal Code (Subdivision Ordinance). The minor changes to Tentative Tract Map No. 31896 being requested by the Applicant are as follows:

1. Reduce the number of single family residential lots from 131 to 126.
2. Revise the lot layout for Lots #12, 27, 29, 30, 49, 54, 77, and 78.
3. Revise the tract map to show rear and side yard slopes.
4. Increase the minimum lot depth for lots at the end of the cul-de-sacs.
5. Revise the street alignments slightly for Streets A, B, & C to accommodate larger lot depths & better design.

DISCUSSION / ANALYSIS:

The minor changes proposed by the applicant have been reviewed by the Public Works Director/City Engineer and Planning Director. As outlined in Section 16.04.060 (Definitions) of the Subdivision Ordinance, a “minor change” is defined as follows:

“Minor change” means a minor modification of an approved tentative map that includes, but is not limited to, a change in lot lines, lot design or street alignment, building pad location or grading proposals provided the basic design concept is retained. A minor change may decrease, but not increase the number of approved lots. A minor change may alter or delete any condition of approval which is no longer appropriate or necessary. Notwithstanding the above, or any other provision herein to the contrary, a request to alter or delete a condition of approval of any approved tentative map within the boundaries of the following districts, shall in all instances, be considered a minor change: Assessment District No. 159, Assessment District 161, Community Facilities District No. 84-2, Community Facilities District No. 87-1, Community Facilities District No. 87-5, and Community Facilities District No. 88-8.”

There are no specific findings in the City’s Subdivision Ordinance required for a minor change; however, the definition above sets the criteria by which the Public Works Director/City Engineer and Planning Director can make a recommendation on an applicant’s request. Each request for a minor change has been analyzed against the above criteria as follows:

- 1) Request - Reduce the number of single family residential lots from 131 to 126.

Staff Determination - This request meets the definition of a minor change since the request is being made to reduce the number of approved lots and not to increase the number of lots.

- 2) Request - Revise the lot layout for Lots #12, 27, 29, 30, 49, 54, 77, and 78.

Staff Determination - This request meets the definition of a minor change since the request is being made to modify the lot layout without resulting in a violation of the lot width and depth requirements of the R-1 zone, thereby, assuring the modified lot lines remain in compliance with the R-1 zone standards for minimum lot size, lot depth and lot width.

- 3) Request - Revise the tract map to show rear and side yard slopes.

Staff Determination - This request meets the definition of a minor change since the request to modify the tract map to add side and rear yard slopes/information not noted on the original tract map does not negatively impact the original design, nor does it conflict with the requirements to provide side and rear yard areas mandated in the R-1 zone standards.

- 4) Request - Increase the minimum lot depth for lots at the end of the cul-de-sacs.

Staff Determination - This request meets the definition of a minor change since the increased lot depths is a change to lot design. Further, this minor change does not negatively impact the original design, nor does it conflict with the requirements to meet minimum 7,200 square-foot lot size as mandated in the R-1 zone standards.

- 5) Request – Revise the street alignments slightly for Streets A, B, & C to accommodate larger lot depths & better design.

Staff Determination - This request meets the definition of a minor change since the roadway shift retains the basic design concept approved with the original tentative tract map, and does not impact the traffic flow within the tract map.

For Commission consideration, a copy of the County approve conditions of approval is provided in Attachment A, Exhibit 1, the County adopted MND/EA 39384 is provided in Attachment B, and a copy of the approved Riverside County TTM NO. 31896 and the Minor Change Tract Map are provided in Attachments C and D, respectively.

CEQA DISCUSSION

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a Mitigated Negative Declaration (EA No. 39384) was prepared, considered and adopted by the Riverside County Board of Supervisor's on January 9, 2007 as part of its approval of Tentative Tract Map No. 31896. The accompanying Change of Zone from R-R & M-SC to R-1 & W-1 was also approved by the Board on January 9, 2007. A Notice of Determination was filed with the Riverside County Clerk within the prescribed time frame in accordance with CEQA.

As part of the environmental assessment for Tentative Tract Map No. 31896, the County identified eight (8) areas with potentially significant impacts. Of the impact categories identified, the conclusion in EA 39384 is that all impacts are fully mitigated by the adopted mitigation measures contained in EA 39384, the resulting Mitigated Negative Declaration, and the approved Tentative Tract Map's conditions of approval.

CEQA Guideline 15162 provides that once a mitigated negative declaration is adopted for a project, if a further discretionary approval is required for the project the lead agency may determine, based on substantial evidence, whether additional environmental review of the project is warranted. More specifically, if one or more of the conditions stated in Guideline 15162(a) are present (discussed in more detail below), then the lead agency must prepare a subsequent EIR for the project. If none of the conditions stated in Guideline 15162(a) are present, then the lead agency has the discretion to determine whether to require a lesser form of environmental review (such as an addendum) or no further documentation at all. (Guideline 15162(b)).

Guideline 15162(a) requires a subsequent EIR to be prepared if one or more of the following conditions exist:

“(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.”

CEQA Guidelines §15162(a).

Staff has determined after a detailed evaluation that none of the circumstances or situations listed in Section 15162(a) of the CEQA Guidelines is present to require a subsequent EIR as follows:

1) No Substantial Changes to the Project:

CEQA would require a subsequent EIR to be prepared for this minor change project if substantial changes are made to the project that create new significant impacts or a substantial increase in previously identified significant impacts. With the applicant’s proposal to: 1) reduce the number of lots from 131 to 126; 2) revise the lot layout for Lots #12, 27, 29, 30, 49, 54, 77, and 78; 3) revise the tract map to show rear and side yard slopes; 4) increase the minimum lot depth for lots at the end of the cul-de-sacs; and 5) revise the street alignments slightly for Streets A, B, & C to accommodate larger lot depths & better design, the Planning Commission has determined, through the staff’s recommendation that this minor change does not constitute a substantial change to the project that would trigger the requirement for a subsequent EIR.

2) No Substantial Changes to the Project’s Circumstances:

Upon incorporation of the City of Wildomar, the City adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Map No. 31896. Since incorporation, the City has not made any amendments to the General Plan land use designation of Medium Density Residential (MDR) that would affect the approved tentative tract map. Further, the City has not made any amendments to the R-1 zone that would affect the development standards applicable to the approved tract map. In addition, the applicant and City staff have thoroughly investigated whether the environmental setting for Tentative Tract Map No. 31896 has changed since the map was first approved by the Riverside County Board of Supervisors on January 9, 2007, and has determined that the environmental setting is substantially the same as it was in 2007.

Therefore, no substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previously adopted environmental document (EA 39384) due to the involvement of new significant environmental effects, or a substantial increase in the severity of previously identified significant effects. It is important to note that the minor change request being considered for TTM No. 31896 does not include any request for significant technical or physical changes to the design, specifications, conditions or requirements for construction of the project covered by the approved tentative tract map. Further, knowing that storm water

conveyance and flooding concerns are present along Murrieta Creek, it is important to note that the original approval for the tentative tract map included conditions/requirements to construct pad elevations above the 100-year water surface or floodway elevation for the Murrieta Creek, which ever is greater. This condition remains in full force and effect.

3) *No New Information of Substantial Importance:*

This final element under CEQA Guideline 15162(a) requires a showing that there is no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time of the original project approval. The City has not been made aware of any new information that was not known and could not have been known at the time the Riverside County Board of Supervisors originally approved the Mitigated Negative Declaration (MND) that evidences new or increased significant environmental effects or that new mitigation measures or mitigation measures previously found infeasible are available that would substantially decrease the project's environmental impacts.

While the minor change is a discretionary decision to be made by the Planning Commission, there have been no significant changes in the project, no significant changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects. Therefore, no conditions exist that might otherwise require a subsequent EIR, subsequent MND or subsequent Negative Declaration or an Addendum pursuant to Title 14 Cal. Code Regs. Section 15162. Therefore, it can be concluded with certainty that no additional CEQA documentation is required.

PUBLIC NOTICING

In accordance with Title 16, Sections 16.12.220 and 16.12.140 of the Wildomar Municipal Code, the Planning Department on November 20, 2015 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the Planning Commission hearing scheduled for the December 2, 2015 for the Extension of Time for Tentative Tract Map No. 31896. In addition, the Planning Department on November 18, 2015 mailed a public hearing notice to all property owners within a 600-foot radius of the project site notifying them of the Planning Commission hearing scheduled for the December 2, 2015 for the Extension of Time for Tentative Tract Map No. 31896. The same notice was also emailed on November 18, 2015 to the Elsinore Valley Municipal Water District (EVMWD) and the Lake Elsinore Unified School District LEUSD) in accordance with the City's Code.

Respectfully Submitted,
Matthew C. Bassi
Planning Director

Reviewed By,
Erica L. Vega
Assistant City Attorney

ATTACHMENTS:

- A. ~~PC Resolution No. 2015-22~~
 - ~~Exhibit 1 — County Approved Conditions TM 31896 (dated 7/9/07)~~
- B. ~~County Approved Environmental Assessment (MND — EA No. 39384)~~
- C. ~~County Approved TTM No. 31896 Exhibit (dated 7/9/07)~~
- D. ~~TTM No. 31896 Minor Change Tract Map Exhibit~~

INCORPORATED HEREIN BY REFERENCE THE FOLLOWING:

- City of Wildomar General Plan and General Plan EIR
- City of Wildomar Zoning Ordinance (Title 17)
- City of Wildomar Subdivision Ordinance (Title 16)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.11
CONSENT CALENDAR
Meeting Date: December 9, 2015

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: Adoption of revised Personnel Rules

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt the attached revisions to the Personnel Rules.

DISCUSSION:

The revisions to the Personnel Rules are proposed in order to keep them consistent with recent changes to state law and only affect the sick leave policy as contained on pages 27 and 29. All other sections of the Personnel Rules remain the same. These changes remove the definition of “rate of pay” because it is no longer defined in state law. Further, sick leave accrual is modified so that employees earn eight hours of sick leave per month unless otherwise required by law.

FISCAL IMPACT:

None.

Submitted by:
Gary Nordquist
City Manager

ATTACHMENTS:

- A. Personnel Rules & Regulations

ATTACHMENT A

Personnel Rules & Regulations

ATTACHMENT A

Personnel Rules & Regulations

City of Wildomar



Personnel Rules Updated December 2015

CITY OF WILDOMAR PERSONNEL RULES AND REGULATIONS

RULE I. GENERAL PROVISIONS.

- A. **Purpose.** These personnel rules are intended to establish and maintain an efficient and uniform personnel program for the City of Wildomar.
- B. **Nature of Employment.** All employees of the City of Wildomar are at-will employees. Their employment can be terminated by the City or the employee at any time, with or without cause, with or without notice, and with or without the right of appeal. Nothing in these personnel rules, in a contract for employment, or any other policy adopted by the City, should be interpreted in a manner that would cause the employee's employment to be other than at-will.
- C. **Applicability.** Unless otherwise specifically stated either in these Rules or in a contract for employment or resolution or ordinance of the City Council, the provisions of these personnel rules apply to all employees of the City of Wildomar. Further, in the event of a conflict between these Rules and a contract for employment, the terms of the contract for employment will control.
- D. **Not an Employment Contract.** None of these personnel rules shall be deemed to create a vested contractual right for any employee.
- E. **Amendment of Personnel Rules.** The City Council shall have authority to adopt, amend, or repeal these personnel rules by resolution. The Personnel Officer shall have authority to prepare and recommend revisions to the personnel rules.
- F. **Adoption of Administrative Policies.** The Personnel Officer is hereby authorized to adopt administrative policies, so long as said administrative policies are not in direct conflict with these personnel rules.
- G. **Delegation of Authority.** Except as otherwise provided, any duties, responsibilities, powers, and authority granted by these personnel rules or the personnel ordinance to the City Manager, appointing authority, Personnel Officer, Department Head, or any other person may be delegated, in writing, to any other employee at the discretion of the delegating individual.
- H. **Changes to the Law.** When any local, state, or federal ordinance, regulation, or law that is incorporated in the personnel rules or upon which the personnel rules rely is amended, the personnel rules shall be deemed amended in conformance with those amendments.
- I. **Severability.** If any section, subsection, sentence, clause, or phrase of the personnel rules is found to be illegal by a court of competent jurisdiction, such

findings shall not affect the validity of the remaining portions of the personnel rules.

RULE II. DEFINITIONS.

- A. General Definitions. All words and terms used in these personnel rules and in any resolution or ordinance dealing with personnel policies, system, or procedures shall be defined as they are normally and generally defined in the field of personnel administration.
- B. Specific Definitions.
1. "Acting appointment" means a temporary appointment of an employee who possesses at least the minimum qualifications established for a particular class and who is appointed to a position in that class in the absence of available eligible incumbents, or on an interim basis pending later appointment of an eligible person.
 2. "Advancement" means a salary increase within the limits of a pay range established for a class.
 3. "Allocation" means the assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.
 4. "Appointing authority" means the City Manager or his/her designee.
 5. "At-will employee" means an employee whose employment can be terminated by the City or the employee, at any time, with or without cause and with or without notice.
 6. "Class" means all positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title in the application with equity of common standards of selection, transfer, demotion and salary.
 7. "Compensation" means the salary, wage, allowance, and all other forms of valuable consideration earned by or paid to any employee by reason of service in any position, but does not include expenses authorized and incurred incidental to employment.
 8. "Continuous service" means service in the employ of the City without a break or interruption. Unless otherwise required by law, a severance of the employee from his or her employment initiated by either the City or the employee for periods of more than 30 days constitutes a break in continuous service.

9. "Council" or "City Council" means the City Council of the City of Wildomar.
10. "Day" or "days" means calendar day(s), unless otherwise stated.
11. "Demotion" means the movement of an employee from one class to another class having a lower maximum base rate of pay.
12. "Department Head" means the administrative head of every department in the City.
13. "Disciplinary action" means the discharge, demotion, reduction in pay, suspension, or reprimand of an employee for punitive reasons.
14. "Eligibility list" means the list which contains the names of successful applicants according to relative performance on the total weighted examinations.
15. "Full-time employees" means employees whose positions require the employee work at least 40 hours in a workweek. All positions shall be full-time unless otherwise designated, or unless the compensation is fixed upon the basis of part-time work.
16. "Personnel Officer" means the City Manager or his/her designee.
17. "Layoff" means the separation of employees from the active work force due to lack of work or funds, or to the abolition of positions by the City Council for the above reasons or due to organization changes.
18. "Part-time employees" means employees whose positions work less than 960 hours per year, are paid on an hourly basis and only receive fringe benefits that are specifically provided to part-time employees by resolution of the City Council.
19. "Position" means a group of duties and responsibilities in the service of the City requiring the full-time or part-time employment of one person.
20. "Promotion" means the movement of an employee from one class to another class having a higher maximum base rate of pay.
21. "Provisional appointment" means a temporary appointment, less than 960 hours in a fiscal year, of a non-employee who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligible employees.
22. "Reinstatement" means the restoration without examination of a former employee to a classification in which the employee formerly served.

23. "Suspension" means the temporary separation from service of an employee without pay for disciplinary purposes.
24. "Temporary employee" means an employee who is appointed to a non-position for a limited period of time and is only entitled to benefits as provided by resolution of the City Council.
25. "Transfer" means the movement of an employee from one position to another position in the same class or to another class with the same maximum base rate of pay.

RULE III. NONDISCRIMINATION

- A. **Equal Employment Opportunity.** The City is committed to a policy of equal employment opportunity for applicants and employees. It does not discriminate against qualified applicants or employees with respect to terms or conditions of employment based on race, color, ancestry, sex, gender, sexual orientation, gender identity or expression, age over 40, religious creed, ethnicity, national origin, creed, disability, medical condition, genetic information, marital status, pregnancy, childbirth, or related medical conditions, military or veteran's status, or any other characteristic protected by state or federal law or local ordinance.

Employees who believe they have experienced any form of employment discrimination are encouraged to report this immediately, using the complaint procedure provided in the City's policy prohibiting harassment, discrimination, and retaliation.

- B. **Policy Against Harassment, Discrimination and Retaliation.** City policy prohibits unlawful harassment and discrimination based on an employee's race, color, ancestry, sex, gender, sexual orientation, gender identity or expression, age over 40, religious creed, ethnicity, national origin, creed, disability, medical condition, genetic information, marital status, pregnancy, childbirth, or related medical conditions, military or veteran's status, or any other characteristic protected by state or federal law or local ordinance. In addition, City policy prohibits retaliation because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment or because of the employee's participation in an employment discrimination investigation, proceeding or hearing. The City's full policy against unlawful harassment, discrimination, and retaliation will be set forth in an administrative policy.
- C. **Disabled Applicants and Employees.** The City has a commitment to ensure equal opportunities for disabled applicants and City employees. Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, and discharge) will not discriminate unlawfully against disabled applicants or employees. The City

provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act ("FEHA") and the Americans with Disabilities Act ("ADA").

1. Request for Accommodation. An applicant or employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Administrative Services Department. The request must identify: a) the job-related functions at issue; and b) the desired accommodation(s). Reasonable accommodation can include, but is not limited to job restructuring, reassignment to a vacant position for which the employee is qualified, and making facilities accessible.
2. Reasonable Documentation of Disability. Following receipt of the request, the Administrative Services Department may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform his/her essential functions, but will not require disclosure of diagnosis or genetic history.
3. Interactive Process. The City will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of his/her position. During this process, the City will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process will include a meeting with the employee or applicant, the City, and, if necessary, the employee or applicant's health care provider.
4. Case-by-Case Determination. The City determines, in its sole discretion, whether reasonable accommodations(s) can be made, and the type of reasonable accommodations(s) to provide. The City will not provide an accommodation that would pose an undue hardship upon the City or that is not required by law. The City will inform the employee of any decisions made under this section in writing.
5. Fitness for Duty Leave. While the City is engaged in the interactive process with an employee, the City may require that the employee be placed on a fitness for duty leave in accordance with Rule XI.M.

RULE IV. CLASSIFICATION.

- A. Preparation of Plan. The Personnel Officer shall ascertain and record the duties, responsibilities, minimum standards, and minimum qualifications of all positions in the City and shall recommend a classification/compensation plan for all positions. The classification/compensation plan need not be contained in only one document, but may be comprised of various documents. The

classification/compensation plan shall consist of classes of positions defined by class specifications, including the title. The classification/compensation plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same schedules of compensation may be made to apply with equity under similar working conditions to all positions in the same class. The classification/compensation plan will contain the general salary schedule and a general benefits schedule.

- B. **Adoption, Amendment and Revision of Plan.** The classification/compensation plan shall be adopted by and may be amended from time to time by resolution of the City Council. At the time of consideration by the City Council, any interested party may appear and be heard.
- C. **Allocation of Positions.** Following the adoption of the classification/compensation plan, the Personnel Officer shall allocate every position in the employ of the City to one of the classes established by the plan.
- D. **New Positions.** A new position shall not be created and filled until the classification/compensation plan has been amended to provide for such position.
- E. **Reclassification.** Positions, the assigned duties of which have been materially changed by the City so as to necessitate reclassification, whether new or already created, shall be allocated by the Personnel Officer to a more appropriate class. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, or to effect a change in salary in the absence of a significant change in assigned duties and responsibilities.

RULE V. COMPENSATION

- A. **Salary on Appointment.**
 - 1. **New Employees.** New employees shall be paid at the first step of the salary range for the position to which the employee is appointed except as approved by the City Manager or his/her designee.
 - 2. **Advanced Step Hiring.** The City Manager may appoint a new employee to an advanced step of the pay range if it is determined that qualified applicants cannot be successfully recruited at the first step of the salary range.
 - 3. **Reemployment/Reinstatement.** A person who previously held a position with the City and resigned in good standing may, at the discretion of the City Manager, when re-employed in the same or a comparable position held at separation, be appointed at the same salary rate which was paid at the effective date of the person's termination or the nearest lower applicable step for the range to which the person is appointed.

- B. **Salary Anniversary Dates.** Employees shall have a salary anniversary date on the date of his/her most recent appointment, promotion, demotion, reinstatement or reemployment. The salary anniversary date may be modified by the action of the appointing authority under Rule IX.H.
- C. **Increases Within Salary Range.** Employees will normally become eligible for a merit adjustment in pay after 12 months of service. Increases shall not be automatic, and are based on merit. The adjustment shall be made only if recommended by the applicable Department Head, and, if approved, by the City Manager. The subsequent adjustments are based on performance evaluation, to encourage an employee to perform at his/her highest level, and to recognize increased skill on the job. Employees are normally eligible for these adjustments any time after the completion of 12 months of service. This period may be modified in conjunction with the performance evaluation recommendations and as approved by the City Manager. Unless so modified, a granted merit adjustment will be effective on the employee's salary anniversary date.
- D. **Salary Upon Promotion.** Except in instances where the granting of a full step increase would result in a salary in excess of the top step of the range, any employee who is promoted to a position in a class with a higher salary range shall be placed on the step in the new higher range which is at least equal to an advancement of a full step over the step he/she held in his or her former range. If the maximum of the range would be exceeded by such advancement, the employee shall receive the top step of the range. An employee thus promoted is assigned to a new salary anniversary date effective on the date of promotion.
- E. **Salary Upon Transfer.** Any employee who is transferred from one position to another position in the same class, or to another position in a class having the same salary range, shall be compensated at the same step of the salary range as he/she previously received and his/her salary anniversary date shall not change.
- F. **Salary on Change in Range Assignment.** Whenever a class is reassigned to either a higher or lower salary range by the Council, the salary of each incumbent in such class on the date the reassignment is effective shall be adjusted to the salary position in the new range that corresponds to the salary he/she was receiving in the former range and he/she shall retain the same salary anniversary date.
- G. **Salary on Reallocation of Position.** If the position is reallocated to a class having the same salary range, the salary and the salary anniversary date of the incumbent shall not change. If the position is reallocated to a class which has a higher salary range, the City Manager shall adjust the salary of the incumbent employee to fit the higher salary range which is at least as much as he/she was receiving in the former range and he/she shall retain the same salary anniversary date. If the position is reallocated to a class with a lower salary range, and the employee's salary exceeds the top step of the class to which his/her position is

reallocated, his/her salary shall not change until it is exceeded by the top step of the class. The employee's salary anniversary date shall not change.

- H. **Salary on Demotion.** Any employee who is demoted to a position in a class with a lower salary range shall have his/her salary adjusted by one the following three methods:
1. If a disciplinary demotion, the employee's salary may be reduced. A new salary anniversary date shall be established on the basis of the demotion.
 2. If a non-disciplinary demotion, the employee's salary may be reduced. He/she shall retain his/her salary anniversary date.
 3. In the discretion of the Personnel Officer, a demoted employee's salary may be y-rated. A y-rated salary is one that is paid above the maximum established salary range for the incumbent's classification. An employee whose salary is y-rated will retain his/her current rate of pay until such time that the class has a higher maximum salary rate.
- I. **Acting Pay.** An employee who is required on the basis of an acting appointment to serve in a class with a higher salary range than that of the class in which he/she is normally assigned, shall receive the entrance salary rate of the higher salary range or one rate higher than the rate he/she normally receives, whichever is greater, provided the employee shall perform all the duties and assume all the responsibilities of the higher class, and only after the employee has served for 10 consecutive working days in the higher classification.
- J. **Special Salary Adjustments.** Notwithstanding anything in these personnel rules to the contrary, in order to correct gross inequities, or to reward outstanding achievement and performance, the City Manager may adjust the salary rate of an incumbent of a particular position to any step within the salary range for the class to which the position is allocated.
- K. **Pay Periods.** The salaries and wages of all employees shall be paid bi-weekly. In the event a payday falls on one of the holidays listed in these personnel rules, or on a Saturday or Sunday, the immediately previous working day shall become the payday.
- L. **Severance Upon Termination.** Upon termination without cause of employees in the executive classification, as defined in the Benefits Ordinance, or Department Heads, such employees shall be entitled to payments as follows:
1. **Amount of Severance Pay.**
 - a. Employees in the executive classification, as defined in the Benefits Ordinance, shall receive a payment equivalent to 180 days of base salary.

b. Department Heads shall receive a payment equivalent to 90 days of base salary.

However, in no event shall the total cash value of the Severance Pay exceed the value of the employee's monthly salary multiplied by eighteen (18), or multiplied by the month's remaining in employee's term, whichever is less.

2. Reimbursement Upon Conviction of Abuse of Office. In the event any employee is convicted of any crime involving an abuse of the employee's office or position, as defined by California Government Code Section 53243.4, the employee is not entitled to receive Severance Pay, and must reimburse the City for any Severance Pay received.
3. Effect of Termination for Cause. If an executive employee or a Department Head is terminated for cause, he/she shall not be entitled to receive severance pay.

RULE VI. APPLICATIONS, RECRUITMENT AND EXAMINATIONS

- A. **Vacancies.** Except for the City Manager, Department Heads, Assistant City Manager, Deputy City Manager, and/or Assistant to the City Manager positions, vacant positions may be filled only by selection from an eligibility list, by acting appointment, by transfer, by reinstatement, or by demotion. Selection of all other employees is made by the Department Head for the position, subject to approval by the City Manager.

The City Council shall select the City Manager. The City Manager shall select the Department Heads, Assistant City Manager, Deputy City Manager and Assistant to the City Manager. These positions may be filled by the method selected by the City Council or the City Manager to obtain the best candidate for the position. The provisions of this Rule are inapplicable to the filling of vacancies in those positions.

- B. **Announcement of Vacancies/Acceptance of Applications.** When a position becomes vacant, the applicable Department Head shall notify the Personnel Officer. All positions shall be publicized by such methods as the Personnel Officer deems appropriate. The announcements shall specify the title and pay range of the class; the nature of the work to be performed; the experience and education requirements; the knowledge, skills, and abilities desirable for the performance of the work; how to apply; the application deadline date; that a post-offer, pre-employment physical examination is required, which may include a drug test; that a criminal background check is required through the submission of fingerprints; and other relevant information. Applications will also be available in the office of the Personnel Officer. Applications will be collected by the Personnel Officer until the closing date for acceptance of applications.

- C. **Disqualification of Applicants.** The Personnel Officer may reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the position, or because the applicant has failed to timely submit the application, fully complete the application, or submit all required materials.
- D. **Ineligibility for Employment.** Further examination or consideration for employment of any applicant may be discontinued, and any employment of any person may be terminated, when any of the following has been determined to the satisfaction of the Personnel Officer:
1. Who does not meet the minimum qualifications established for the class or position to which they seek appointment;
 2. Who has made a false statement, misrepresentation, or omission of material fact, or actual or attempted deception, fraud or misconduct in connection with his/her application;
 3. Who has failed to submit a complete application within the prescribed time limit;
 4. Who has directly or indirectly obtained information regarding examinations to which applicants are not entitled;
 5. Who has been convicted, including pleas of guilty and nolo contendere, of any felony or misdemeanor, which was of such a nature as to reflect adversely and substantially on the applicant's ability to perform the duties of the position. The City Manager may disregard such convictions of felonies or misdemeanors if it is found and determined by the City Manager that mitigating circumstances exist. In making such determination, the City Manager may consider the classification, including sensitivity, to which the person is applying or being certified and whether the classification is unrelated to the conviction; the nature and seriousness of the offense; the circumstances surrounding the offense; the length of time elapsed since the conviction; the age of the person at the time of conviction; the presence or absence of rehabilitation or efforts at rehabilitation; and/or contributing social or environmental conditions.
 6. Who has otherwise violated provisions of these Personnel Rules.

In addition, applicants with the least desirable background or qualifications among a large number of applicants may be denied further participation in the selection process through an evaluation of their qualifications, thus providing a reasonable number of the best qualified candidates for consideration.

Applicants disqualified from further participation in the selection process will be promptly notified to permit submission of additional information provided that the

time limit for receiving applications has not expired. Notice will be mailed to the last known address and/or will be emailed to the email address provided by the applicant on his/her application; it will be the applicant's responsibility to keep his/her current physical address and email address on file. Whenever an application is rejected, the Personnel Officer will mail and/or email notice of such rejection to the applicant.

E. **Selection Process.**

The selection process shall be impartial and relate to those subjects which, in the opinion of the Personnel Officer, fairly measure the relative capacities of the applicants to execute the duties and responsibilities of the class to which they seek to be appointed. The selection process may include but is not necessarily limited to achievement, aptitude, and other written tests, personal interview, performance tests, physical agility tests, evaluation of daily work performance, work samples, criminal background check (after the City has determined that the applicant meets the minimum qualifications of the position), medical tests (possibly including a drug test), successful completion of prescribed training, or other selection techniques as determined by the Personnel Officer. The selection process shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the class, covering only factors related to such requirements. The City also retains the right to conduct a thorough background check of each applicant.

The Personnel Officer may enter into a contract with any competent agency or individual for the preparing and/or administering portions of the selection process. If the Personnel Officer does not contract these duties to an agency or individual, then the Personnel Officer shall ensure that such duties are performed.

- F. **Creation of Eligibility List.** As soon as possible after the completion of a recruitment, the Personnel Officer shall prepare and maintain an eligibility list consisting of the names of candidates who qualified as finalists. Eligibility lists shall remain in effect for up to 12 months unless the Personnel Officer abolishes the eligibility list after determining that the abolition of the list is in the best interest of the City. The name of any person appearing on an eligibility list shall be removed by the Personnel Officer if the person requests in writing that his/her name be removed or if the person fails to respond to a notice of certification mailed to the last designated physical address or emailed to the last designated email address. Persons on eligibility lists as a result of an internal recruitment who leave the service of the City for any reason shall automatically be dropped from such lists.

- G. **Physician's Examination.** All job applicants are required to submit to a physician's examination at the City's expense upon being made a conditional offer of employment. As set forth in more detail in the City's Drug-Free Workplace Policy, the physician's examination shall include a drug and alcohol

test for positions that are (1) safety-sensitive; or (2) involve a position of influence over children. When a drug and alcohol test is required, applicants shall be made aware of that in the announcement published under Rule VI.B. No job commitment shall be made until a negative drug screen result is obtained and a physician has certified that the applicant is medically qualified to perform the essential functions of the position. When the applicant reports to the medical facility for the scheduled examination, personal identification shall be provided to the facility in the form of a photograph and verifiable signature (for example, a driver's license). All test results will be kept confidential. The applicant will be told whether the tests were passed or failed, but only the Personnel Officer and his or her assistant will have access to the test results. If required, the drug/alcohol examination shall be administered in accordance with the City's Drug-Free Workplace Policy.

RULE VII. APPOINTMENTS

- A. **Appointment of New Employee.** The hire date of a new employee shall be that of the first day actually worked.
- B. **Provisional Appointments.** It shall be the policy of the City to require all Department Heads and other appointing authorities, whenever possible to notify the Personnel Officer, of impending or anticipated vacancies in their departments sufficient in advance so as to allow for the establishment of an appropriate eligibility list. However, when the demands of the services are such that it is not practicable to give such notification and if it is not practicable to delay appointment until a new eligibility list can be certified, the appointing authority may make a provisional appointment to the position, in accordance with the following:
1. As soon as practicable, but not longer than six months after a provisional appointment has been made, the Personnel Officer may cause an examination to be prepared, and all positions filled provisionally shall be filled by an appointment from an eligibility list.
 2. A person appointed to a position on a provisional basis shall not be entitled to credit for the time served under the provisional appointment toward if the employee is awarded the position on a non-provisional basis.
 3. No special credit shall be allowed in any examination or the establishment of any eligibility lists for services rendered under a provisional appointment.
 4. Except for retired annuitants, no person shall be employed by the City under provisional appointment for a total of more than six months in any fiscal year except that the Personnel Officer may extend the period of any provisional appointment for not more than 90 days by any one action;

provided; however, no provisional appointment shall cause any person to work more than 960 hours (if paid on an hourly basis) or 125 days (if paid on a per diem basis) in a fiscal year.

5. A person who has retired from a CalPERS employer (“retired annuitant”) may only be appointed to a provisional appointment when all of the following conditions are met:
 - a. The City can show the retired annuitant has previous experience and the skill set needed to perform the work required.
 - b. The appointment is made to fill a vacant position during the recruitment to permanently fill the vacancy, or during an emergency to prevent stoppage of public service. A recruitment to permanently fill the vacant position must be open before the retired annuitant is appointed.
 - c. Retired annuitants cannot begin employment before the 181st day after their retirement date, unless the City certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed, and the City Council approves the appointment in a public meeting. The appointment may not be placed on a consent calendar.
 - d. If the retired annuitant is under the normal retirement age, he or she must have a bona fide separation in service. Further, the retired annuitant must not have received unemployment insurance payments for retired annuitant work with any public employer within the 12 months prior to the date of the provisional appointment, and he or she must certify to this in writing to the City.
 - e. A retired annuitant may only be appointed once to the position. Provisional appointments of retirees must specify a beginning date and an end date for the appointment, and the appointment term must not result in the retired annuitant working more than a combined 960 hours in a fiscal year for all CalPERS employers. If a retired annuitant works more the 960 hours in a fiscal year, he or she must be reinstated. The Personnel Officer may not extend any provisional appointment of a retired annuitant, and must ensure the retired annuitant does not exceed the 960 hours limit.
 - f. The rate of pay for the retired annuitant must fall within the monthly rate of pay range for the vacant position, and he or she may not receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to this base rate.

The City ensures the retiree is enrolled as a retired annuitant with

CalPERS and that the pay rate and hours worked by the retired annuitant are reported to CalPERS.

- C. **Acting Appointments to a Higher Class**. An acting appointment may be made to a higher class or position occupied by a person on temporary leave or disability. Such acting appointment shall not exceed six months. The Personnel Officer may extend acting appointments for successive 30-day periods. Acting appointments shall be made in accordance with the provisional appointments section of these personnel rules. Upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume regular duties, compensation and privileges as if he/she had continued his/her duties in his/her regular classification.
- D. **Reinstatement**. With the approval of the Personnel Officer, an employee who has completed at least 12 months of service and who has resigned in good standing may be reinstated within one year of the effective date of resignation to a vacant position in the same or comparable class. For purposes of reinstatement, "good standing" shall mean that the employee was not terminated for cause under these personnel rules, did not resign in lieu of termination, provided the required amount of notice of resignation, and was evaluated at least as "fully meets job standards" or an equivalent rating on his/her last performance evaluation. No credit for former employment shall be granted in computing salary, vacation, sick leave, retirement benefits, or other benefits except on the specific written direction of the Personnel Officer at the time of reinstatement. Such reinstatement action may, at the discretion of the Personnel Officer, take precedence over any eligibility list except a reemployment list. An individual requesting reinstatement is required to successfully complete a background examination and physician's examination, as set forth in Rule VI.
- E. **Transfer**. The Personnel Officer may transfer an employee from one position to another in the same class or a comparable class at the same salary level. While the Personnel Officer retains the right to order the transfer, consideration will be given to the affected employee's and the Department Heads' wishes.

RULE VIII. NEPOTISM AND CONSENSUAL ROMANTIC RELATIONSHIPS BETWEEN EMPLOYEES

- A. **Nepotism**.
 - 1. **Definitions**.
 - a. **Applicant**. A person who applies for a position at the City and is not a Current Employee.
 - b. **Change of Status**. A change in the legal status or personnel status of one or more Current Employees.

- i. Changes in legal status include but are not limited to marriage, divorce, separation, or any such change through which a Current Employee becomes a Family Member or ceases to be a Family Member of another Current Employee.
 - ii. Changes in personnel status include but are not limited to promotion, demotion, transfer, resignation, retirement or termination of a Current Employee who is a Family Member of another Current Employee.
- c. Current Employee. A person who is presently a City employee, or an elected or appointed City official.
- d. Direct Supervision. One or more of the following roles, undertaken on a regular, acting, overtime, or other basis shall constitute Direct Supervision:
 - i. Occupying a position in an employee's direct line of supervision; or
 - ii. Functional supervision, such as a lead worker, crew leader, or shift supervisor; or
 - iii. Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.
- e. Family Member. A spouse, domestic partner, parent, parent-in-law, step-parent, legal guardian, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, child, step-child, legal ward, daughter-in-law, son-in-law, grandchild, or grandparent.
- f. Prohibited Conduct. Conduct by Family Members including, but not limited to, one or more of the following:
 - i. Participation directly or indirectly in the recruitment or selection process for a position for which a Family Member is an Applicant.
 - ii. Direct Supervision of a Family Member that does not comply with limitations set forth in this Section;
 - iii. Conduct by one or more Family Members that has an adverse effect on supervision, safety, security or morale.

2. Department Head Authority. Department Heads are authorized to make initial determinations under this Rule. Should the Department Head be related to the employee/applicant in question, the City Manager shall appoint another Department Head to execute the responsibilities under this Rule.
3. Applicants for Employment.
 - a. No qualified Applicant may be denied the right to file an application for employment and compete in the examination process. However, consistent with this Section, the City may reasonably regulate, condition, or prohibit the employment of an Applicant for a full-time position.
 - b. Disclosure of Relationship. Each Applicant is required to disclose the identity of any Family Member who is a Current Employee.
 - c. Review of Department Head. For each Applicant who has a Family Member who is a Current Employee, the Department Head shall assess whether any of the following circumstances exist:
 - i. Business reasons of supervision, safety, security or morale warrant the City's refusal to place the Applicant under Direct Supervision by the Family Member; or
 - ii. Business reasons of supervision, security, or morale that involve potential conflicts of interest or other hazards that are greater for Family Members than for other employees, which warrant the City's refusal to permit employment of Family Members in the same department, division, or facility.
 - d. Decision of the Department Head. If the Department Head determines that either of the above circumstances exist, the Department Head shall exercise his or her discretion to either reject the Applicant or consider the Applicant for employment in a position that does not present either of the above circumstances.
 - i. Following examination, if the Applicant is successfully certified as eligible pursuant to Rule VI, he or she may be employed in a position for which the Department Head has determined that neither circumstance exists pursuant to Rule VII.A.3.c.
 - ii. When an eligible Applicant is refused appointment by virtue of this Rule VI, his or her name shall remain on the eligibility list for openings in the same classification. For each

opening, the Department Head shall make a determination consistent with Rule VII.A.3.c.

4. Guidelines for Current Employees.

- a. Employees shall report a Change of Status to the Department Head within a reasonable time after the effective date of the Change of Status. Wherever feasible, Employees shall report a Change of Status in advance of the effective date.
- b. Within thirty days from receipt of notice, the Department Head shall undertake a case-by-case consideration and individualized assessment of the particular work situation to determine whether the Change of Status has the potential for creating an adverse impact on supervision, safety, security, or morale.
 - i. The Department Head shall make a good faith effort to regulate, transfer, condition or assign duties in such a way as to minimize potential problems of supervision, safety, security, or morale.
 - ii. Notwithstanding the above provisions, the City retains the right to exercise its discretion to determine that the potential for creating an adverse impact on supervision, safety, security, or morale cannot be sufficiently minimized and to take further action as set forth in Rule VII.A.5.b.

5. Monitoring by Department Head.

- a. Following a Change of Status or new hire of a Family Member, affected Department Heads shall reasonably monitor and regulate both Family Members' conduct and performance for a period of one year from the date of the Department Head's determination. The Department Head shall document these actions. Successive Department Heads may re-visit such a determination at their discretion.
- b. If the Department Head determines, subject to any applicable requirements of due process, that an employee has engaged in Prohibited Conduct, the Department Head shall reevaluate his/her prior determination, and may take one or more of the following additional measures:
 - i. Transfer one of the Family Members to a similar position that would not be in violation of this policy. The transfer will be granted provided the Family Member qualifies and there is an opening to be filled. There can be no guarantee that the

new position will be within the same classification or at the same salary level.

- ii. If the situation cannot be resolved by transfer, one of the Family Members must separate from City employment. If one of the employees does not voluntarily resign, the employee with primary responsibility for the Prohibited Conduct will be discharged.
 - c. Department Heads who receive complaints from other employees that one or more Family Members has engaged in Prohibited Conduct shall respond in accordance with existing complaint and disciplinary procedures, where applicable.
 - d. Where situations exist prior to the effective date of this Section that may be in conflict with this Section, every effort shall be made to reasonably address the situation so as to avoid any future conflict.
6. Appeal of Department Head Determination. Current Employees and Applicants affected by the application of this Section, may appeal the action of the Department Head to the City Manager within ten days of the action. The City Manager shall hear the individual's concerns and issue a written decision within 30 days of the receipt of the individual's appeal. The decision of the City Manager is final, and no other appeal may be had unless the employee is entitled to further administrative appeal under other provisions of these Personnel Rules.
 7. Employee Complaints. Employees who believe that they have been adversely affected by Prohibited Conduct by one or more Family Member should submit complaints to a Department Head or to the Personnel Officer.
 8. Savings Clause. Should any provision of this Section, or any application thereof, be unlawful by virtue of any federal, state, or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by such law, regulation or court decision, but in all other aspects, the provisions of this Section shall continue in full force and effect.

B. Consensual Romantic Relationships Between Employees.

1. General. Consensual romantic or sexual relationships between City employees can lead to misunderstandings, complaints of favoritism, adverse effects on employee morale, and possible claims of sexual harassment during or after termination of the relationship. As a result, such relationships present existing or potential conflicts that adversely

affect efficient operation of the City. Relationships that present an actual conflict under this Section are therefore prohibited.

2. Application. This section shall apply to all City employees, regardless of gender or sexual orientation, who have a romantic or sexual relationship with another City employee. The provisions of Section A of this Rule regarding nepotism shall govern employees who marry or become domestic partners with another City employee.
3. Definition of Conflict. For purposes of this section, a conflict exists if business issues of supervision, safety, security, and/or morale would be impacted by a romantic or sexual relationship between two employees.
4. Supervisor's Duty to Report. If a romantic or sexual relationship exists between a Supervisor and another employee (including another Supervisor), the Supervisor shall promptly disclose the relationship to the Personnel Officer and request a determination as to whether the relationship presents a conflict. The disclosure must identify the names and positions of both employees. A Supervisor's failure to comply with this section shall be grounds for discipline up to and including termination.
5. Determination by City Manager. Within five working days, the City Manager shall issue a written determination as to whether the relationship presents a conflict, and is thereby prohibited. The City Manager shall have exclusive discretion in making the determination.
6. Resolution of Conflicts. Subject to limitations imposed by the Municipal Code and applicable provisions of these Personnel Rules, the City Manager will attempt in good faith to work with the Supervisor and the other employee to consider options to eliminate the conflict, including removing the Supervisory authority that created the conflict, reassignment, transfer or voluntary demotion of a Supervisory employee, or where the City Manager determines that modification of a Supervisor's assignment is not feasible, reassignment, transfer or voluntary demotion of a non-Supervisory employee. The City Manager retains discretion to determine that the conflict may be resolved via voluntary resignation or termination only.
7. Prohibited On-Duty Conduct. All City employees are prohibited from engaging in intimate, physical, or other conduct in furtherance of a romantic or sexual relationship with another City employee at work locations during work hours. Moreover, upon termination of a sexual or romantic relationship with another City employee, employees are prohibited from engaging in behavior that adversely affects the working conditions of any City employee. In general, all employees are expected

to observe appropriate standards of workplace conduct in their interactions with other City employees.

8. **Complaints.** Employees who believe that they have been adversely affected by romantic or sexual relationships between City employees should follow the complaint procedures provided under the City's Policy Against Harassment, Discrimination, and Retaliation. The complaint procedures are available to all employees regardless of their past or present participation in a romantic or sexual relationship with another City employee.

RULE IX.PERFORMANCE EVALUATIONS.

- A. **Policy.** It is the policy of the City that regular evaluations be made as to the efficiency, competency, conduct and merit of its employees. To this end, it is the responsibility of the City Manager, the Department Heads and their subordinate supervisors that these evaluations be made. It is the responsibility of the Personnel Officer to provide and prescribe the forms and procedures to be used in such evaluations of performance and to assist in the training of supervisory personnel so that the program of performance evaluation will be carried on in a sound and effective manner.
- B. **Authority to Make Evaluations.** The City Manager or his/her designee shall have the authority to prepare performance evaluations. He/she may, however, delegate such authority to such subordinate supervisory employees who are most familiar with work of the employees to be evaluated, provided that he/she shall review and approve all performance evaluations of personnel under his/her jurisdiction.
- C. **Time for Performance Evaluation.** An annual performance evaluation may be prepared and received before the employee's salary anniversary date, and shall evaluate the employee's performance in the last year. If the employee receives a rating of (or equivalent to) "improvement needed" or "unsatisfactory" in his/her annual performance evaluation, his/her supervisor shall be responsible for conducting an additional performance evaluation three months from receiving such rating and again three months subsequent to that. In addition, the employee may be given a performance evaluation at any other time during the year at the discretion of the appointing authority.
- D. **Postponement of Performance Evaluation.** Unless otherwise required by law, the use of any leave of absence in excess of 30 consecutive days shall cause the date of the employee's performance evaluation to be extended by the same period of time that the employee was absent.
- E. **Review with the Department Head.** A performance evaluation must be submitted for review by, and be approved by, the Department Head before the performance evaluation is provided to or discussed with an employee.

- F. **Review with Employee.** Each performance evaluation shall be presented by the supervisor who prepared it and discussed with the employee. The employee shall sign the evaluation to acknowledge its contents. Such signature shall not necessarily mean the employee endorses the content of the evaluation. Employees may not appeal or grieve the contents of a performance evaluation or the rating(s) received by the employee. Employees who disagree with the contents of their performance evaluation shall have the right to attach a written statement explaining the basis of their disagreement to the performance evaluation.
- G. **Retention of Performance Evaluation.** After review and approval of the appointing authority, the performance evaluation, as well as any written statement provided by the employee, shall be made a part of the employee's personnel file.
- H. **Effects of "Improvement Needed" and "Unsatisfactory" Ratings.**
1. Any employee who receives an "unsatisfactory" or "improvement needed" rating will not be eligible to be appointed off of any eligibility list until a satisfactory rating is established.
 2. Any employee who receives an "unsatisfactory" or "improvement needed" rating will not receive any merit salary increase during the period following the report, except as provided in Rule IX.H.3.
 3. If an employee who has been denied a merit salary increase improves his/her performance to such an extent that the appointing authority believes a merit salary increase is now justified, the appointing authority shall indicate the improvement on a report of performance form and may specifically award a merit salary increase. Additionally, in awarding the merit salary increase under this subsection, the appointing authority may change the merit salary increase anniversary date to the date of the award of the merit salary increase or may permit the anniversary date to remain the same. Any merit salary increase awarded under this subsection shall not be made retroactive.

RULE X. WORKWEEK, HOURS OF WORK AND OVERTIME.

- A. **FLSA Classification.** The Personnel Officer shall designate those positions which are exempted from the provisions of the Fair Labor Standards Act ("FLSA") based on an assessment of the duties of each position. This designation will be expressed in the job description for the position.
- B. **Work Schedules and Workweek.**
1. The City Work Schedules include a standard 5/8 schedule and an alternative 4/10 schedule.

a. Alternative 4/10 Workweek and Work Schedule.

- i. The City has adopted a 4/10 work schedule for most employees, which consists of ten hours per day, four days per week.
- ii. All City Hall employees are assigned to work a 4/10 work schedule. Employees assigned to work a 4/10 work schedule will work Monday through Thursday, 7:00 a.m. to 6:00 p.m. with Fridays off. At the direction of the City Manager, some employees may be required to work a different schedule due to the requirements of their job classifications or department responsibilities. Any such variation to the standard 4/10 work schedule must be memorialized in writing.
- iii. The workweek for employees assigned to a 4/10 work schedule shall be seven consecutive days, 12:00 a.m. on Saturday and ending at 11:59 p.m. on the following Friday. Time worked by non-exempt employees in excess of 40 hours in a workweek shall constitute overtime.

b. Standard Workweek and Work Schedule.

- i. The standard 5/8 work schedule consists of eight hours per day, five days per week.
- ii. All City cemetery employees are assigned to work a standard work schedule. Employees assigned to work a standard work schedule will work Monday through Friday, 7:00 a.m. to 3:30 p.m. At the direction of the City Manager, some employees may be required to work a different schedule due to the requirements of their job classifications or department responsibilities. Any such variation to the standard work schedule must be memorialized in writing.
- iii. The workweek for employees on the standard work schedule shall be seven consecutive 24-hour periods, starting at 12:00 a.m. on Saturday and ending at 11:59 p.m. on the following Friday. Time worked by non-exempt employees in excess of 40 hours in a workweek shall constitute overtime.

C. **Daily Hours of Work/Shifts.** Daily hours of work or shifts for employees within departments shall be assigned by Department Heads as required to meet the operational requirements of such departments. The City reserves the right to regulate and/or change the designation of the specific hours or days to be worked by any employee, and no such change in the scheduling of days or hours

worked shall be deemed to constitute overtime, provided the total number of hours and days does not exceed those specified as constituting the standard work year, work period, work week and workday hereunder.

- D. **Changes in Work Schedules.** The City reserves the right to establish and modify work schedules in order to meet the varying needs of the different City departments. Except in the case of an emergency, Department Heads must provide employees with at least 30 days' notice before changing an employee's work schedule. If the needs of the City require that a position be assigned to work a different work schedule or have a different workweek than the two set forth in this Section, the City Manager, in consultation with the Department Head, may designate the work schedule and workweek for employees in that position in writing. Any additional alternative workweeks shall be designated by administrative policy adopted by the City Manager.
- E. **Meal Periods.** Non-exempt employees are entitled to unpaid meal periods during which they shall be entirely relieved of responsibilities and restrictions. Such time shall not constitute hours worked, and no monetary compensation, or any other compensation in addition to the employee's basic pay for overtime, shall be given to any employee for or on account of any of his/her meal periods.
1. Non-exempt employees shall be entitled to a 60-minute unpaid meal period during each work shift which exceeds 8 hours.
 2. Supervisors shall schedule meal periods to ensure appropriate coverage.
 3. Employees shall take reasonable measures wherever feasible to avoid the need for work to be performed during meal periods. Where required, time spent on such work shall be kept to a minimum, and may only occur with the prior written authorization of a Department Head. Non-exempt employees who work during their meal periods shall be paid for time worked.
- F. **Rest Periods.** Except where unusual operational demands prevent a rest break, non-exempt employees are entitled to two 15-minute paid rest periods during each workday. Rest periods shall not be combined or added to employees' meal periods. Rest periods shall also not be added to the beginning or end of an employee's shift.
- G. **Overtime.** Non-exempt employees shall be entitled to overtime at the rate of one and one-half his/her regular hourly rate of pay for each hour worked in excess of 40 hours in any one workweek. Employees are not entitled to compensatory time off in lieu of overtime. Exempt employees are not eligible to receive overtime compensation.
1. **Calculation of Hours Worked.** For the purposes of overtime compensation, "hours worked" shall only include those periods of time

that the employee is required to be on duty or to be on the City's premises or at a prescribed workplace, and all time during which an employee is suffered or permitted to work. As such, paid time off, including for example, time spent on a paid leave of absence, sick leave, holidays and vacation, shall not be included in the calculation of hours worked.

2. Approval of Overtime. It is the policy of the City to avoid the necessity for overtime work whenever possible. Employees shall take reasonable measures wherever feasible to avoid the need for work to be performed outside of their regularly scheduled shifts.

Employees shall not perform work outside of their regularly scheduled shifts or in excess of 40 hours in a workweek unless requested to do so by their Department Head or with advance written authorization from their Department Head. This requirement applies to, but is not limited to:

- a. Work performed before the start of the shift;
- b. Work performed during meal periods;
- c. Work performed after the end of the shift; and
- d. Other work performed "off the clock" including work performed at home.

Time spent on such work outside an employee's regularly scheduled shift shall be kept to a minimum. Department Heads are required to notify the Finance Department of any approved overtime at the end of the workday in which overtime is worked.

RULE XI. LEAVES OF ABSENCE.

A. Effect of Leave of Absence

1. Effect of Leave of Absence on Employment Benefits

- a. Fully Paid Leave. Unless otherwise required by law, an employee on a leave of absence who continues to receive full compensation through the use of his/her accrued leave banks will continue to receive full employment benefits. Such employment benefits may include, but are not limited to, the accrual of paid leaves, accrual of seniority, and cafeteria contributions which remain at the rate the employee would receive if he/she was working his/her normal work schedule.
- b. Partially Paid Leave. Unless otherwise required by law, an employee on a paid leave of absence who is receiving less than full

compensation from the City through the use of his/her accrued paid leaves shall receive a prorated share of his/her employment benefits, including, but not limited to, the accrual of paid leaves, accrual of seniority, cafeteria contributions, or supplemental pay.

- c. Unpaid Leave. Unless otherwise required by law, an employee on an unpaid leave of absence shall not accrue any employment benefits, including, but not limited to, the accrual of paid leaves, accrual of seniority, cafeteria contributions, and supplemental pay.

- 2. Effect of Leave on Performance Evaluations and Merit Increases. Unless otherwise required by law, the use of any leave of absence in excess of 30 consecutive days shall cause the date of the employee's performance evaluation, and merit increase, if relevant, to be extended by the same period of time that the employee was absent.

B. Unauthorized Absences. Any employee absent from his/her job for more than three consecutive working days without prior permission of the Department Head may be considered to have voluntarily resigned from his/her employment with the City. Any unauthorized absence may be cause for disciplinary action as provided in these personnel rules.

C. Holidays.

- 1. Holidays Observed. The following days shall be recognized and observed as paid holidays:
 - a. New Year's Day (January 1)
 - b. Martin Luther King Jr. Day
 - c. Presidents' Day
 - d. Memorial Day
 - e. Independence Day (July 4)
 - f. Labor Day
 - g. Veterans Day (November 11)
 - h. Thanksgiving Day
 - i. Day after Thanksgiving Day
 - j. Christmas Eve (December 24)
 - k. Christmas Day (December 25)

In December of each year, the City Manager will send a list of dates that holidays will be observed for the following calendar year. When a holiday falls on day that the City (or a Department in the City) is regularly closed (such as a Saturday), the City Manager will designate an alternative date that will be observed as the holiday. Employees on different schedules may be provided with different days on which to observe the holiday.

2. Amount of Holiday Pay. Employees shall receive one day's pay for each of the holidays listed above for the number of hours they would have been regularly scheduled to work.
3. Work Performed on a Holiday. An employee who is scheduled and required to work on a date that the City has observed as a holiday shall be compensated at regular salary for all time actually worked on the date the holiday is observed. In addition, the employee shall receive one floating holiday.
 - a. Amount of Floating Holiday. An employee assigned to a 4/10 schedule shall receive ten hours of floating holiday time. An employee assigned to a 5/8 schedule shall receive eight hours of floating holiday time.
 - b. Compensation for Unused Floating Holidays. Any unused floating holidays will be cashed out on June 30th of each year at the employee's then-current rate of pay.

D. Vacation.

1. Full-time employees in all classifications shall accrue vacation, on a daily basis, according to the following schedule:
 - a. From the date of hire through five years of service: 80 hours per year.
 - b. Beginning the sixth year through 10 years of service: 120 hours per year.
 - c. Beginning the 11th year of employment: 160 hours per year. Vacation accrues on a pro rata basis during each pay period.
2. The maximum number of vacation days that may be accumulated by an employee is 320 hours. Once an employee reaches the maximum accumulation, he/she shall cease vacation accrual until his/her total number of vacation hours falls below the maximum allowable.
3. A maximum of 80 hours of vacation per calendar year may be converted to compensation and shall be paid at the employee's rate of pay at the time of the conversion with a balance of 40 hours payable up to twice a year, per the budgetary schedule.
4. At termination of employment for any reason, the City shall compensate the employee for the employee's accumulated, but unused, vacation time at the employee's base rate of pay at the time of termination.

5. If a holiday falls on a work day during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.
6. Vacations may be scheduled at any time during the year upon approval of the City Manager or his/her designee.
7. Part-time employees shall accrue vacation leave on a pro rata basis based on the number of hours they are regularly scheduled to work.

E. **Sick Leave.**

1. **Applicability.** This Section applies to full-time employees. Sick leave for part-time employees is set forth in a separate policy.
2. **Definitions.**
 - a. **Family Member.** Family Member shall include any of the following: a biological, adopted, or foster child, stepchild, legal ward, a child to whom the employee stands in loco parentis, or a child of a domestic partner, regardless of the child's age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; a sibling; and a father-in-law, mother-in-law, sister-in-law, brother-in-law, or any other person who is a legal dependent of the employee. Exceptions to this definition shall be reviewed and possibly approved by the City Manager.
3. **Sick Leave Accrual.** Employees shall earn eight (8) hours of Sick Leave per month of full-time service, unless otherwise required by law. Employees shall be compensated for using Sick Leave at their regular rate of pay for the workweek in which the employee uses Sick Leave, whether or not the employee actually works overtime in that workweek, on the payday for the next regular payroll period after the Sick Leave was taken.
4. **Carryover and Cap on Accrued Sick Leave.** Unused Sick Leave shall be carried over from calendar year to calendar year with a maximum Sick Leave bank of 320 hours. Once an employee's Sick Leave bank reaches maximum accrual, the employee shall cease Sick Leave accrual until the total number of Sick Leave hours falls below the maximum allowable.
5. **Permitted Uses of Sick Leave.** Upon the verbal or written request of an employee, the City shall permit eligible employees to use earned Sick Leave for the following purposes:

- a. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.
 - b. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
 - c. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
 - d. For bereavement leave in the event of death of an employee's family member, as long as the employee has exhausted all other available paid leaves of absence.
6. Work-related Injury or Illness. When an injury or illness is job-related, the employee shall be charged with Sick Leave usage only to the extent that their salary is not covered by worker's compensation.
7. Request for Sick Leave.
- a. An employee shall contact his or her immediate supervisor prior to or within one hour of the commencement of their work shift, or as soon as practicable, to report the need for Sick Leave for a Permitted Purpose. If no immediate supervisor is available, an employee shall contact his or her department head. Consideration shall be given to emergency situations that restrict the employee from contacting his or her immediate supervisor within the first hour of work including, but not limited to: accident, injury, or hospitalization.
 - b. If the need for Sick Leave unforeseeably arises at an employee's work site, the employee shall notify his or her immediate supervisor before the employee leaves the work site due to a Permitted Purpose prior to completion of the work shift, or as soon as practicable.

- c. When an employee has advance notice of the need for Sick Leave, such as when scheduling non-emergency medical or dental appointments, the employee is required to notify his or her supervisor at least one working day in advance of his or her need for Sick Leave. Employees are encouraged to schedule medical and dental appointments outside normal working hours if possible.
 - d. Employees are not responsible for finding other employees to cover shifts due to their use of Sick Leave.
8. Verification of Continuing Need for Sick Leave. In cases where an employee uses Sick Leave for four or more consecutive days, or when the employee has been frequently absent (more than four cumulative days in a calendar year), the City Manager or supervisor may require verification that the Sick Leave is needed for a Permitted Purpose.
 9. Minimum Increments of Sick Leave. The minimum charge to an employee's Sick Leave account shall be one-half hour, and will be rounded up to the next half hour. For example, an employee who is gone from work for two hours and ten minutes will be charged two and one-half hours of Sick Leave.
 10. Notice of Available Sick Leave. An employee's paystub will display the amount of available Sick Leave.
 11. No Lending of Sick Leave. The City will not lend or advance Sick Leave to any employee prior to accrual.
 12. No Compensation for Unused Sick Leave. No employee shall be compensated for, or allowed to exhaust any earned Sick Leave upon resignation, retirement, termination, dismissal, lay-off or death.
 13. Reinstatement of Unused Sick Leave. Any unused Sick Leave at separation shall be reinstated upon return to active status with the City occurring within no more than 12 months of separation. The employee shall be entitled to use the reinstated Sick Leave and to accrue additional Sick Leave upon rehiring. Use of any reinstated Sick Leave is governed by the provisions in Section X1.E of these Personnel Rules.
 14. Records Documenting Hours Worked and Sick Days Accrued and Used. The City shall keep records documenting the hours worked and Sick Leave earned and used by an employee for 3 years.
 15. Employee Inspection of Records Pertaining to Sick Leave. Upon reasonable request, and within 21 calendar days after the request, the City shall afford current and former employees the right to inspect or copy

records pertaining to their hours worked and paid sick days accrued and used.

16. Partial Cash Out of Sick Leave Upon Termination.

- a. Executive Level Employees. Executive employees, as defined in the benefits ordinance, will be permitted to cash out part of their sick leave upon termination in accordance with this Section. Unless he/she is terminated for cause, the City shall compensate the executive employee for 50% of the executive employee's accumulated, but unused, sick leave at the executive employee's base rate of pay at the time of termination. Sick leave that is converted to CalPERS service credit cannot be included in this partial cash out.
- b. All Other Employees. Employees, other than executive employees, will be permitted to cash out part of their sick leave upon termination in accordance with this Section. Employees shall become eligible for this partial cash out of sick leave upon completion of five years of continuous service with the City of Wildomar. Unless he/she is terminated for cause, the City shall compensate the employee for 50% of the employee's accumulated, but unused, sick leave at the employee's base rate of pay at the time of termination. Sick leave that is converted to CalPERS service credit cannot be included in this partial cash out.

17. Abuse of Sick Leave. Abuse of Sick Leave may be grounds for discipline. Abuse will be determined on a case-by-case basis. Sick Leave abuse may include, but is not limited to, failure to abide by the provisions of this rule, and use of Sick Leave for purposes other than the Permitted Purposes described in this Section.

F. Bereavement Leave. Upon request to his/her Supervisor, an employee shall be eligible to receive necessary time off, not to exceed 40 hours per year, to arrange for or attend a funeral of a member of his/her immediate family. These 40 hours of bereavement leave, shall be with pay and shall not be chargeable to any other leave balance. Bereavement leave shall not exceed 40 hours per year. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, brother-in-law, sister, sister-in-law, spouse, domestic partner, child, grandparent, grandchild, legal guardian or legal ward.

G. Military Leave. Military leave with or without pay shall be granted in accordance with Section 395 of the California Military and Veteran's Code and the Uniformed Services Employment and Reemployment Rights Act. In addition, leave for military exigency or military caregiver shall be granted in accordance with the

Family and Medical Leave Act, as set forth in the City's FMLA/CFRA/PDL Administrative Policy, pursuant to Rule XI.J.

H. **Jury Duty.**

1. An employee summoned for jury duty will immediately notify the City Manager. While serving on a jury, he/she will be given a leave of absence with pay for up to ten days of jury duty. Such leave of absence with pay is conditional upon the employee returning to work upon his/her dismissal each day to complete his/her normal work day. Employees who fail to return to work are required to use other accrued paid leaves for that period of the employee's absence. Such leave is also conditional upon the employee's conveyance to the City of any compensation received as a juror, not including any travel allowance received.
2. An employee required to serve on a jury for longer than ten days may elect to use any accrued paid leaves, other than sick leave, for the time spent on jury duty after the ten days of jury duty paid leave have been exhausted. An employee is not required to convey compensation received as a juror in this circumstance

I. **Pregnancy Disability Leave.** Employees who are disabled due to pregnancy, childbirth, or related medical conditions shall be granted leave in accordance with the California Pregnancy Disability Leave Law, the Family Medical Leave Act, and the California Family Rights Act. The full provisions governing such leave will be set forth in an administrative policy.

J. **Family Care and Medical Leave.** Employees shall be granted family care or medical leave in accordance with the Family Medical Leave Act and the California Family Rights Act. The full provisions governing such leave will be set forth in an administrative policy.

K. **Leave of Absence Without Pay.** The Personnel Officer, in his/her discretion, may grant an employee leave of absence without pay for up to three months. After the initial three months of leave of absence without pay, the Personnel Officer may, in his/her discretion, extend the leave for up to nine additional months in a maximum of three-month increments. However, unless otherwise required by law, in no circumstances shall the total amount of unpaid leave be longer than 12 months. The Personnel Officer may require sufficient documentation establishing the employee's need for leave.

1. **Exhaustion of Paid Leaves.**

- a. **Non-medical Leave of Absence Without Pay.** An employee requesting leave under this section for nonmedical reasons is required to fully exhaust all of his/her paid leaves, except sick

leave, in order to be eligible to receive a leave of absence without pay.

b. Medical Leave of Absence Without Pay. An employee requesting leave under this section for medical reasons is required to fully exhaust all of his/her paid leaves, including sick leave, in order to be eligible to receive a leave of absence without pay.

2. Accrual of Benefits. Leave of absence without pay shall not be construed as a break in service or employment, and rights accrued at the time leave is granted shall be retained by the employee; however, vacation credits, sick leave credits, increases in salary and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee reinstated after leave of absence without pay shall receive the same step in the salary range he/she received when he/she began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's salary anniversary date shall be set forward by an amount equal to the days of unpaid leave taken by the employee. Failure to Return from Leave. If an employee takes any action during his/her leave that is inconsistent with an intention to return to employment with the City, such as accepting full-time employment with another employer, he/she will be considered to have voluntarily terminated his/her employment. Failure of the employee to return to his/her employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service of that employee, unless such leave is extended.

L. Management Leave. As compensation for the unique nature of their jobs, the City provides Management Leave in the form of additional time off, as follows:

1. Employees in the executive classification, as defined in the Benefits Ordinance, shall receive 80 hours of management leave per calendar year.
2. Employees in the management classification, as defined in the Benefits Ordinance, shall receive 60 hours of management leave per calendar year.

Management leave shall vest on July 1st of each year. Management and supervisory employees hired during the fiscal year shall be credited with a prorated number of administrative leave hours based on the number of months of the fiscal year for which the individual is employed. One day worked in a particular month shall be considered as qualifying for that month.

Management leave cannot be carried forward from year to year, and any unused leave will be cashed out on June 30th of each year.

M. **Fitness for Duty Leave.**

1. **Purpose/Policy.** Employees are expected to report to work fit for duty, which means able to perform their job duties in a safe, appropriate, and effective manner, free from adverse effects of physical, mental, emotional, and/or personal problems. This Rule is intended to provide a safe environment and protect the health and welfare of employees and the public. If an employee feels that he/she is not fit to perform his/her duties, he/she must notify his/her supervisor immediately.
2. **Reasons for Fitness for Duty Leave.** A fitness for duty examination may be ordered in any of the following situations:
 - a. An employee returns from a medical leave of absence of more than five working days.
 - b. An employee is involved in the interactive process with the City under Rule III.C.
 - c. Supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness, dexterity, coordination, alertness, speech, vision acuity, concentration, response to criticism, interactions with the public, co-workers, and supervisors.
 - d. Fitness for duty examinations based on a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol shall be conducted in accordance with the City's Drug-Free Workplace Policy.
3. **Procedures for Ordering a Fitness for Duty Examination.** When a supervisor becomes aware of or observes behavior that makes him/her reasonably suspect that the employee may not be fit for duty, the supervisor shall refer the employee to the Personnel Officer who will determine whether a fitness for duty examination is necessary and should be scheduled. If the circumstances warrant it, the Personnel Officer may place the employee on a paid or unpaid leave pending the results of the employee's fitness for duty examination. The examination shall be paid for by the City.
4. **Procedure Following Receipt of Examination Results.** The doctor examining the employee shall be limited to finding the employee "fit for duty" or "fit for duty with restrictions" or "unfit for duty." In the case of finding an employee fit for duty, the doctor may issue work restrictions. In no case shall the doctor reveal the underlying cause of the fit or unfitness for duty without the employee's permission.

- a. Fit for Duty. If the doctor finds the employee is fit for duty, the employee shall return to work immediately and perform all duties of his/her position.
- b. Fit for Duty with Restrictions. If the doctor finds the employee is fit for duty with restrictions, the doctor shall specifically list what restrictions are necessary and for how long those restrictions are necessary. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the City shall engage in the interactive process as set forth in Rule III.C. The City shall then evaluate those restrictions and determine if the restrictions can be reasonably accommodated.
- c. Unfit for Duty. If the employee is found to be unfit for duty, he/she shall not be permitted to work. He/She may request a leave of absence in accordance with the appropriate subsection of this Rule. If the employee can provide certification of fitness for duty prior to the exhaustion of all paid and unpaid leave that he/she is entitled to under these Personnel Rules, the employee shall be returned to work. However, if such certification is from the employee's own health care provider, the City may request a second opinion from a doctor of its choosing and at its cost to evaluate the employee under the requirements of this section. If the two certifications conflict, a third opinion will be sought from a doctor chosen by the City and the employee, at the expense of the City. The opinion of fit or unfit rendered by the third doctor shall be binding. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the City shall engage in the interactive process as set forth in Rule III.C.

RULE XII.LAYOFF/SEPARATION/RETIREMENT

- A. Layoff. Whenever, in the judgment of the City Council, it becomes necessary to abolish any position or employment, the employee holding such position or employment, may be laid off without disciplinary action and without the right of appeal, unless otherwise required by law. The City Manager shall determine the class and number of positions within each class to be affected, as well as the effective date of the layoff.
 1. Notification. Employees to be laid off shall be given, whenever possible, at least 14 days prior notice.
 2. Order of Layoff. In each class of position, employees shall be laid off according to the needs of the service as determined by the Department Head and the Personnel Officer.

3. Reemployment List. The names of persons laid off or demoted in accordance with this section shall be entered upon a reemployment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by every Department Head when a vacancy arises in the same or lower class of position before certification is made from an eligible list or starting a recruitment. Names of persons laid off shall be carried on a reemployment list for one year, except that persons appointed to a position of the same level as that which laid off, shall, upon such appointment, be dropped from the list. Persons who refuse reemployment shall be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for one year.
- B. Resignations. Resigning employees shall be required to file a written resignation stating the effective date and reason(s) at least two weeks prior to leaving the City's service, unless the time limit is waived by the City Manager. The resignation date should be the last day the employee actually worked.
 - C. Terminations. The City Manager may terminate any employee at any time with or without cause and with or without notice.
 - D. Retirement/Disability Retirement. In accordance with the City's contract with the California Public Employees' Retirement System (CalPERS), employees who meet the age and service credit minimums may qualify for a service retirement from CalPERS. Under CalPERS laws, an employee who is unable to perform his/her job because of an illness or injury which is expected to be permanent or last indefinitely, may be entitled to receive a disability retirement.

RULE XIII. ETHICAL STANDARDS

- A. Outside Employment, Enterprise, or Activity. In accordance with California Government Code Title 1, Division 4, Chapter 1, Article 4.7, no employees may engage in any outside employment, enterprise, or activity that is inconsistent, incompatible, in conflict with, or adverse to his/her employment, their ability to perform their duties and responsibilities, including performance of overtime work and emergency duties, or any other aspect of City operations.
 1. Employees are required to notify their Department Head in writing of all outside employment in which they are engaged, regardless of when that outside employment began, so that the City may assess whether such outside employment conflicts with the employee's City employment. An employee's outside employment, enterprise, or activity will be prohibited when any of the following are present:

- a. It involves the use for private gain or advantage of his/her City time, facilities, equipment and/or supplies; or the badge, uniform, prestige, or influence of his/her City employment;
 - b. It involves the receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of his/her City employment or as part of his/her duties as a City employee;
 - c. It involves the performance of an act, in other than his/her capacity as a City employee, which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the City; or
 - d. It involves the time demands as would render performance of his/her duties as a City employee less efficient.
2. When outside employment is reported to a Department Head, the Department Head shall notify the Personnel Officer of all pertinent details of the outside employment. The Personnel Officer shall determine whether the employee's outside employment conflicts with the performance of his/her duties, and shall advise the employee and the Department Head of his/her determination in writing. An employee who is unsatisfied with the decision of the Personnel Officer may appeal the decision to the City Manager. An employee wishing to appeal this determination must file a written appeal to the City Manager within 10 days of receipt of the Personnel Officer's decision. The City Manager shall meet with the employee and determine whether the employee's outside employment conflicts with the performance of his/her duties. The City Manager shall advise the employee, the Department Head, and the Personnel Officer of his/her determination in writing within 15 days of meeting with the employee.
- B. **Political Activities**. Consistent with the provisions of California Government Code Title 1, Division 4, Chapter 9.5, employees may not engage in political activity during working hours, while on City property on which members of the public would not be entitled to engage in political activities, or while in uniform.
- C. **Contracts and Conflicts of Interest**. In accordance with California Government Code Title 1, Division 4, Chapter 1, Article 4, no City employee can be financially interested in any contract made by him/her in his/her official capacity, or by any body or board of which he/she is a member. All employees of the City are required to adhere to the provisions of Article 4 of Title 1, Division 4, Chapter 1 of the Government Code.

- D. **Conduct During the Workday.** During the workday, employees are expected to devote their full time in the performance of their assigned duties. Any approved outside work, part-time job, hobbies, or personal business must be performed during off-duty hours. Off-duty hours include unpaid lunch break periods, but do not include other rest or break periods during which the employee continues to receive pay.
- E. **Employees with Access to Confidential Information.** In performing their duties, employees may have access to confidential information, including, but not limited to, employees' personnel files and the personal or financial information of other City employees or persons who do business with the City. In addition, some City employees will be involved in some communications with the City Attorney's Office, which can be protected by the attorney-client privilege. Employees with such access are required to keep such information confidential.
- F. **Solicitation of Political Contributions.** Consistent with the provisions of California Government Code Title 1, Division 4, Chapter 9.5, no City employee may knowingly, directly or indirectly, solicit a political contribution from a City employee, City officer, or person on an employment list. However, this does not prohibit City employees from requesting political contributions if the solicitation is part of a solicitation made to a significant segment of the public, which may include City employees. This also does not prohibit a City employee from soliciting or receiving political funds or contributions to promote the passage of or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of City employees, provided that such solicitation cannot occur during working hours or while on City property. For purposes of this section, "contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes.

RULE XIV. DISCIPLINARY ACTIONS

- A. **Reason for Disciplinary Action.** While the City maintains an at-will employment environment, the City also reserves the right to take disciplinary actions against any employee. Disciplinary measures may be taken for any good and sufficient cause. Cause may include, but is not limited to, violation of the personnel ordinance or of these personnel rules or any policies, procedures, personnel rules and/or regulations of the employee's department, any act of insubordination or act detrimental to the public service, refusal or inability to comply with the duties of the position occupied by the employee, or any other type of misfeasance, malfeasance or nonfeasance relating to his/her duties, office or position.
- B. **Types of Disciplinary Actions.** The City employs a disciplinary system, which includes a variety of levels of disciplinary actions, up to and including termination

of employment. However, nothing in this disciplinary policy should be interpreted in any way that would affect the employee's at-will employment status. Notwithstanding any provision of this policy, all employees may be terminated at any time, with or without notice, and with or without cause. The City may take any of the following types of disciplinary actions against its employees:

1. Verbal Reprimand. Verbal reprimand as a disciplinary action means the employee is informed of his/her poor performance or misconduct verbally by his/her supervisor.
2. Written Reprimand. Written reprimand as a disciplinary action means an official notification to the employee that there is cause for dissatisfaction with his/her services and that further disciplinary measures may be taken if such cause is not corrected. Official reprimand shall be given in the manner prescribed by the Personnel Officer. Reprimand notices shall be made a part of the employee's official personnel record.
3. Suspension Without Pay. Suspension without pay shall be a temporary separation from City service.
4. Reduction In Range. Reduction in step within range as a disciplinary measure is the withdrawal of increments granted for merit, efficiency and length of service. Reduction in pay shall become effective on the first pay period following the effective date of the disciplinary action.
5. Involuntary Demotion. Demotion without consent shall include a reduction in classification or rank, with commensurate reduction in salary.
6. Termination. Termination is the permanent dismissal of an employee from the City service by the City Manager.

C. Authority for Disciplinary Actions.

1. The Department Heads and/or City Manager shall have authority to take disciplinary action and they may delegate to certain of their subordinate supervisory employees the authority to make official reprimands. Only the City Manager may terminate employees.
2. The Personnel Officer shall be notified of any contemplated disciplinary action prior to the time it is taken.

D. Notice of Disciplinary Action. When disciplinary action is to be taken against an employee, the Department Head or City Manager shall notify the employee in writing of the disciplinary action to be taken, the reasons for the disciplinary action, and the effective date of such disciplinary action, if applicable. Because all employees are at-will, there is generally no right to challenge disciplinary action. However, in certain circumstances, the employee may be entitled to a

name-clearing hearing before the Personnel Officer. If the employee satisfies the criteria in Rule XIV.E.1., the City shall provide the employee with at least five days' notice of its intent to discipline the employee. During those five days, the employee may request a name-clearing hearing. If the employee does not request a name-clearing hearing, then he/she will have been deemed to have waived his/her right to said hearing. If the employee requests a hearing in accordance with Rule XIV.E., then the Personnel Officer will make all necessary arrangements for the hearing prior to imposing the disciplinary action. If the employee does not meet the criteria set forth in Rule XIV.E.1., then he/she is not entitled to any hearing, appeal, or waiting time before the disciplinary action is imposed on the employee.

E. **Name-Clearing Hearing.** In certain circumstances, an employee may be entitled to a name-clearing hearing before the disciplinary action is imposed by the City. In such circumstances, the employee will be entitled to a name-clearing hearing in accordance with this Section.

1. **Criteria for Entitlement to a Name-Clearing Hearing.** In accordance with state and federal law, when the following three elements are present, the employee is entitled to a name-clearing hearing:
 - a. A stigmatizing charge.
 - b. The employee's denial of the stigmatizing charge.
 - c. Public disclosure of the stigmatizing charge.
2. **Name-Clearing Hearing.** If the employee has satisfied all three criteria set forth in Rule XIV.E.1., then the employee is entitled to a hearing in order to clear his/her name. If the employee desires a name-clearing hearing, he/she must file a written request with the Personnel Officer within five days of receiving notice from the City of its intent to impose disciplinary action. Failure to timely request a hearing shall constitute a waiver of the right to a hearing. The hearing shall be before the Personnel Officer. The employee is not entitled to a full evidentiary hearing, but is only entitled to the opportunity to clear his/her name of the stigmatizing charge(s). All name-clearing hearings shall be held in private unless the employee requests a public hearing in writing.

RULE XV. GRIEVANCE PROCEDURE

A. **Purpose of the Grievance Procedure.** The grievance procedure shall be used to resolve employee complaints regarding an alleged violation or interpretation of the City's personnel ordinance or these personnel rules. Specifically excluded from the grievance procedure are:

1. Performance evaluations;

2. Deferred merit salary increases;
3. Verbal counseling;
4. Policy decisions of the City Council;
5. Disciplinary actions;
6. Transfer to another position without a loss of pay; and
7. Matters for which there is a separate appeal.

B. Grievance Procedure.

1. Step 1. The employee shall inform, in writing, his/her immediate supervisor of his/her grievance and relevant facts within seven days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. The grievance must include a statement of the event causing the grievance; the personnel rule or provision of the personnel ordinance alleged to have been violated; the relief sought by the employee; and any potential witnesses. Failure to fully complete the grievance form may result in a delay in processing the grievance. At least one conference shall be held between the employee and his/her immediate supervisor after the employee has expressed his/her grievance. The supervisor shall advise the employee of his/her decision within 14 days following notification of the grievance.
2. Step 2. If the grievance is not satisfactorily resolved in Step 1, the grievant may, within seven days after receipt of his/her supervisor's response, submit the grievance to his/her Department Head. Such submittal shall be in writing and include the original of the grievance form. The grievance must include a statement of the event causing the grievance; the personnel rule or provision of the personnel ordinance alleged to have been violated; the relief sought by the employee; and any potential witnesses. After receipt of the grievance, the Department Head will meet with the grievant and make such investigation as is required. Within seven days of his/her meeting with the grievant, the Department Head shall return the original of the grievance form to the employee along with his/her written decision on the grievance.
3. Step 3. If the grievance is not satisfactorily resolved in Step 2, the grievant may, within seven days of receipt of the Department Head's decision, submit the grievance to the Personnel Officer for consideration by the City Manager. Such submittal shall include the original of the grievance form; a statement of the event causing the grievance; the personnel rule or provision of the personnel ordinance alleged to have

been violated; the relief sought by the employee; any potential witnesses; a written statement of any issues which are still in dispute; and the specific basis upon which the grievant takes issues with the position of his/her Department Head. The City Manager or his/her designee shall take such review and investigative action as he/she deems necessary and inform the grievant of his/her decision within 14 days of receipt of the grievance. The decision of the City Manager is final and no further appeal may be had by the employee.

C. **General Provisions.**

1. No retribution or prejudice shall be suffered by employees making good faith use of the grievance procedure.
2. Failure by management at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit the grievant to proceed to the next step. The grievant shall be entitled to be present at all steps of the procedure.
3. Failure at any step of this procedure to appeal a decision on a grievance within specified time limits shall be deemed acceptance of the decision rendered, and the grievant waives all further appeal of the matter.
4. The time limits specified at any step in this procedure may be extended by mutual written agreement.
5. The original of the grievance form shall accompany all requests for institution of the next step in the grievance procedure, and shall be maintained in the employee's personnel file at the completion of the grievance procedure.
6. Communication with grievant shall be processed by personal signed receipt of document, certified mail or registered mail.

RULE XVI. EMPLOYMENT BENEFITS

- A. **Health Benefits.** Accident, health, hospital, dental and vision insurance to cover non-occupational injuries and sickness for full-time employees will be provided by the City, as set forth in the benefits schedule.
- B. **Retirement Benefits.** The City has contracted with the California Public Employees' Retirement System (CalPERS) for retirement benefits
1. **Classic Members.** Classic Members of CalPERS receive the 2.7 percent at age 55 retirement plan.
 2. **New Members.** New Members of CalPERS receive the 2.0 percent at age 62 retirement plan.

RULE XVII. EDUCATIONAL ASSISTANCE

A. Educational Reimbursement for Training and Advancement.

The responsibility for developing training programs for employees is with the City Manager and Department Heads, jointly. When an educational course to be taken by an employee will benefit the City, the City Manager may authorize payment by the City of tuition charges and books. An "educational course" may include courses that are in furtherance of a degree, other college-credit courses, or training. In order to be eligible for educational reimbursement, the employee must obtain written approval of the City Manager prior to enrolling in any courses. Educational reimbursement shall not exceed \$1,500.00 in any fiscal year, and is not compensation reportable for retirement purposes.

B. Licenses and Certification Assistance.

1. In cases of enrollment for any certification which is a condition of employment, the City shall pay required application fees in advance.
2. The cost of licensing fees, renewal fees, and test fees for all levels of certification are reimbursable, upon receipt of the certification or license. To obtain reimbursement after successful completion of the test/renewal/license process, the employee is responsible for submitting proof of payment for test fees, renewal fees, and license fees, along with proof of the certification or license, to the City Manager. In unusual circumstances, the City Manager may authorize the payment of the test/renewal/license fees in advance.

RULE XVIII. WORKPLACE VIOLENCE PREVENTION

A. Objective. The City is strongly committed to ensuring the safety of all City employees. Consistent with this policy, acts or threats of violence, including intimidation, harassment, and/or coercion which involve or affect City employees will not be tolerated and will be subject to appropriate disciplinary action up to and including termination. The following are the objectives of the City:

1. To ensure all workplace threats and violent behavior are addressed promptly.
2. To ensure the level of physical and facility security in City workplaces is sufficient to protect the health and safety of City employees.
3. To ensure that all disciplinary action taken for behavior prohibited under this Section is reviewed, evaluated, and administered consistently and equitably throughout the City and done so in a timely manner.

B. Threats or Acts of Violence Defined. A credible threat of violence is a knowing and willful statement or course of conduct that would place a reasonable person

in fear for his/her safety, or the safety of his/her immediate family, and that serves no legitimate purpose. General examples of prohibited workplace violence include, but are not limited to the following:

1. Threatening to harm or harming an individual and/or his/her family, friends, associates, and/or their property.
2. Fighting or challenging another individual to a fight.
3. Intimidation through direct or veiled verbal threats, or through physical threats, such as obscene gestures, grabbing, and pushing.
4. Making harassing or threatening telephone calls; sending harassing or threatening letters, emails, or other correspondence.
5. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City.
6. Harassing surveillance or stalking, which is engaging in a pattern of conduct with the intent to follow, alarm, or harass another individual, which presents a credible threat to the individual and causes the individual to fear for his/her safety, or the safety of his/her immediate family, as defined in California Civil Code section 1708.7.
7. Making a suggestion or otherwise intimating that an act to injure persons or property is appropriate behavior.
8. Possession of firearms (loaded or unloaded), weapons, or any other dangerous devices on City property. This includes look-alike weapons, such as toy guns. Weapons and dangerous devices may include, but are not limited to the following, when their possession or use is not expressly authorized by a City supervisor or manager: blackjacks, slingshots, metal knuckles, explosive substances, dirks, daggers, gas- or spring-operated guns, knives, folding knives having a blade that locks into place, razor blades, and clubs.
9. Use of a personal or City-issued tool or other equipment in a threatening manner toward another.

C. Reporting Workplace Violence. Any employee who is the victim of a threat or act of violence, or any employee who witnesses such conduct, should immediately report the incident to his/her Supervisor or other appropriate person in the chain of command. Should the employee perceive that he/she is in immediate danger of a violent act, or has just been victimized by a violent act, or is a witness of a violent act, he/she shall as soon as possible:

1. Place themselves in a safe location.

2. If appropriate, call 911 and request immediate response of a police officer and be prepared to inform the police dispatcher of the circumstances and the exact location of where an officer is needed.
 3. Inform a Supervisor, Department Head, or the Personnel Officer of the circumstances.
 4. Complete a written report as soon as possible and submit the original copy to the Personnel Officer.
 5. Cooperate fully in any administrative or criminal investigation, which shall be conducted within existing policy and laws.
- D. Reporting Future Workplace Violence. Employees who have reason to believe they or any City employee may be the subject of a violent act in the workplace or as a result of their City employment, should immediately notify their Supervisor, Department Head, or the Personnel Officer.
- E. Violation of Article. The City prohibition against threats and acts of violence applies to all persons involving City operation, including but not limited to City personnel, contract and temporary workers, vendors, and anyone else on City property. Violations of this Rule by any individual may be followed by legal action as appropriate, which may include, seeking a temporary restraining order and/or injunction on behalf of City employees if the situation warrants such action. In addition to appropriate legal action, violations of this Rule by employees, including making a false report under this Rule, may lead to appropriate disciplinary action, up to and including termination.

RULE XIX. DRUG-FREE WORKPLACE POLICY

It is the desire of the City that all work environments of employees be safe and productive and free of the influence of drugs and alcohol. The City is concerned with the physical safety of all employees, potential damage to property and equipment, mental and physical health of employees, productivity and work quality, medical insurance costs, and the harm done to employees and their families by drug and alcohol abuse. The full provisions regarding drugs and alcohol in the workplace will be set forth in an administrative policy.

RULE XX. ELECTRONIC COMMUNICATIONS POLICY

The City provides its employees with certain electronic communications devices. Employees should be aware that no computer usage including messages transmitted or received on the computer system are private or confidential. The City's full policy regarding the use of electronic communications equipment will be set forth in an administrative policy.

RULE XXI. UNIFORMS AND EQUIPMENT

- A. Uniforms. Certain employees are required to wear a uniform in the performance of their job duties. All uniforms are expected to be clean and in good repair. The City will furnish these uniforms to employees at the City's expense. The City will also be responsible for the maintenance, cleaning, and replacement of uniforms, at the City's expense.

City uniforms are not suitable for everyday wear outside working hours, and that employee shall wear the uniforms only while on duty and traveling to and from City work. Employees in the classifications required to wear uniforms shall wear the uniforms as a condition of employment while on City duty.

- B. Equipment. The City shall provide employees with the essential equipment to perform the duties of their positions. Employees are responsible for requesting training on equipment that they are unfamiliar with. Also, employees are responsible for the proper operation and maintenance of all equipment.

- C. Safety Equipment and Protective Clothing. Certain employees will be required to wear approved safety shoes and other safety equipment and protective clothing. Such employees failing or refusing to wear such safety equipment and protective clothing as appropriate will be subject to disciplinary action up to and including termination. If any employee is unable to wear such safety equipment and protective clothing for medical reasons, the employee must submit to the City a doctor's statement covering the reasons.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.12
CONSENT CALENDAR
Meeting Date: December 9, 2015

TO: Mayor and City Council Members

FROM: City Manager Contract Negotiations Ad Hoc Subcommittee (Mayor Benoit & Councilwoman Swanson)

SUBJECT: City Manager Contract

STAFF REPORT

RECOMMENDATION:

The City Manager Contract Negotiations Ad Hoc Subcommittee recommends that the City Council approve the First Amendment to the Agreement for Employment of City Manager between the City of Wildomar and Gary Nordquist and authorize the Mayor to sign.

BACKGROUND/DISCUSSION:

At the City Council meeting held on November 12, 2015, the Council established a Contract Negotiations Ad Hoc Subcommittee. Mayor Ben Benoit and Councilmember Marsha Swanson were appointed to the committee with the purpose of meeting with the City Manager Gary Nordquist, to discuss the 2013 Agreement for Employment of City Manager which was set to expire December 31, 2015.

The committee met with the City Manager on December 2, 2015 and agreed to present the attached amendment to the City Council for review and approval. In summary, the amendment extends the existing agreement for two years, revises accrual limitations on personal leaves and cash out provisions of personal leaves. There is no annual salary increase included in this amendment.

FISCAL IMPACT:

There is no additional cost associated with this recommendation as account changes will be made within the existing approved budget.

Submitted & Approved by:
Mayor Benoit
Councilwoman Swanson

ATTACHMENTS:

First Amendment to the Agreement for Employment of City Manager and the Agreement for Employment of City Manager

Attachment

A

**First Amendment to the Agreement for
Employment of City Manager**

And

**The Agreement for Employment of City
Manager**

FIRST AMENDMENT TO AGREEMENT FOR EMPLOYMENT OF CITY MANAGER

This First Amendment to Agreement for Employment of City Manager ("First Amendment"), which is dated January 1, 2016 ("Effective Date") is hereby entered into by and between the CITY OF WILDOMAR, a California general law city ("City"), and Gary Nordquist ("City Manager") as follows:

RECITALS

A. City and City Manager entered into an Agreement for Employment of City Manager ("Agreement") dated January 1, 2013.

B. The Agreement expires January 1, 2016 unless earlier terminated or extended and, based on positive performance reviews conducted throughout the Term, City and City manager mutually desire to extend the Agreement in accordance with the terms set forth below.

OPERATIVE PROVISIONS

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

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

1. Term of Agreement. Section I (B) (1) of the Agreement is hereby amended to read as follows:

The term of the Agreement shall be set as a 2 year term (commencing January 1, 2016 and terminating on December 31, 2017), renewing automatically only for the remainder of the term immediately following the City Manager's annual performance review whenever that review is conducted unless at that time, written notice is given that the term will not be renewed upon the expiration of the term, but will be allowed to expire. Upon such notice that the term will be permitted to expire, the term shall continue for the remaining years of the term, unless further action is taken by the City Council to further extend the term.

Nothing in this provision shall be construed as limiting or modifying the right of the City Council to terminate this contract under the provisions of Section V of the Agreement

2. Vacation. Section III (E) (1) of the Agreement is hereby amended to read as follows:

The City Manager shall accrue vacation time at the rate applicable to all City employees with like tenure plus an additional 60 hours annually. Vacation time accumulation has no cap or accrual limit. The City Manager may cash out up to 100 hours of accrued vacation time in January 2016, and may additionally cash out up to 160 hours of accrued vacation time during a calendar year at his then current rate of

pay. Any request for vacation cash out must be made in the months of December and/or June, except for the one time cash out of up to 100 hours of vacation time which may be made in January 2016. All accrued vacation time will be cashed out at the City Manager's then current rate of pay upon termination.

3. Sick Leave. Section III (E) (2) of the Agreement is hereby amended to read as follows:

The City Manager shall accrue sick leave at the rate of one day per month. Sick leave may be accumulated with no cap of accrual. All accrued sick leave will be cashed out at 50% of its value upon termination.

GENERAL PROVISIONS.

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

5. Integration. This First Amendment constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

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

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

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

THE CITY OF WILDOMAR

CITY MANAGER

By: _____
Ben Benoit, Mayor

By: _____
Gary Nordquist, City Manager

APPROVED AS TO FORM

ATTEST:

Thomas D. Jex, City Attorney

Debbie Lee, City Clerk

AGREEMENT FOR EMPLOYMENT OF CITY MANAGER

The Agreement is made and entered into the 12th day of December 2012, by and between the CITY OF WILDOMAR (the "CITY"), a general law City, and Gary Nordquist ("CITY MANAGER"). The agreement (the "Agreement") shall have an effective date of January 1, 2013. In consideration for the mutual covenants contained herein, the parties agree as follows:

SECTION I. EMPLOYMENT.

A. Appointment of City Manager.

1. Appointment.

The City Council of the City of Wildomar hereby appoints Gary Nordquist to the position of CITY MANAGER to perform the functions and duties specified under the laws of the State of California, the Municipal Code of the CITY, and the Ordinances and Resolutions of the CITY, and to perform such other duties and functions as the City Council shall from time to time assign. CITY MANAGER shall serve at the pleasure of the City Council.

2. Commencement of Duties

CITY MANAGER shall commence his duties as City Manager at 7:30 a.m. January 1, 2013. It is anticipated, however, that CITY MANAGER will use his best efforts to be available prior to his appointment date at the request of the City Council for transition purposes.

B. Term of Agreement.

1. Term.

The term of the Agreement shall be set as an annually renewing (3) year term, renewing automatically immediately following the CITY MANAGER's annual performance review whenever that review is conducted unless at that time, written notice is given that the three year term will not be renewed, but will be let to expire. Upon such notice that the three year term will be permitted to expire, the term shall continue for the remaining two years of the term, unless further action is taken by the City Council to further extend the term.

Nothing in this provision shall be construed as limiting or modifying the right of the City Council to terminate this contract under the provisions Section V of the Agreement.

2. Right to Terminate.

Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the CITY to terminate the Agreement at any time, or the right of CITY MANAGER to resign at any time from his position, as set forth below.

SECTION II. POWERS, DUTIES, AND RESPONSIBILITIES.

A. Employment Duties.

CITY MANAGER shall function as the CITY MANAGER of the CITY and shall be vested with the powers, duties, and responsibilities set forth in the Wildomar Municipal Code, the terms of which are incorporated by reference herein. In addition, CITY MANAGER shall perform such other duties as may be assigned by the City Council, and which are consistent with the position of CITY MANAGER, without additional compensation.

B. Hours of Work.

CITY MANAGER is expected to devote necessary time outside normal office hours to business of the CITY. To that end, CITY MANAGER shall be allowed flexibility in setting his own office hours.

C. Outside Professional Activities.

The CITY MANAGER agrees to devote his productive time, ability, and attention to the CITY's business during the term of the Agreement. CITY MANAGER may, however, undertake limited outside activities, including (a) serving as an officer of the California League of Cities, (b) serving as a board member of a professional organization, and/or (c) other related activities, provided that such activities do not in any way interfere with or adversely affect his employment as CITY MANAGER or the performance of his duties as provided herein.

SECTION III. COMPENSATION OF CITY MANAGER

A. Base Salary.

CITY MANAGER shall receive compensation for work performed at a beginning annual base salary of \$179,000, which will be paid in increments as established from time to time for all CITY employees who are now currently paid semi-weekly.

B. Merit Salary Increase.

At the end of the CITY MANAGER's first twelve months of employment with the CITY, the City Council shall conduct a performance evaluation predicated on goals and objectives to be established by the City Council and CITY MANAGER within the first three (3) months of employment. Merit salary adjustment at the time of the annual performance evaluation shall be determined by the City Council in its discretion.

C. Performance Incentive Payment.

At the CITY MANAGER's annual performance evaluation, CITY may approve a Performance Incentive Payment of up to a maximum 10% of the previous year's salary upon the accomplishment of the specific goals and objectives established pursuant to Section IV below in order to encourage future continued high quality service to the CITY for the next twelve months. This payment shall be made in a lump sum. CITY MANAGER shall be entirely responsible for any tax consequences resulting from the Performance Incentive Payment.

D. Other Salary Adjustments.

1. CPI Increase.

Effective July 1, 2013, CITY agrees to increase Manager's annual base salary by any increase in the CPI-U for the Riverside-San Bernardino area to the same extent such an index is provided to all CITY employees.

2. Potential for No Increase.

The parties understand that CITY may determine that there will be no increase to base salary in the event the CPI-U is negative and no other increase to base salary is given in any specific year.

3. Reductions.

In the event that the CITY, at any time during the term of the Agreement, reduces the salary or other financial benefits of CITY MANAGER in a greater percentage than an applicable across-the-board reduction for all employees of the CITY, or in the event the CITY refuses, following thirty (30) days' written notice, to comply with any provision of the Agreement benefiting CITY MANAGER, then, the CITY MANAGER may, at his option, be deemed to be "terminated" by the City Council within the meaning of Section V of the Agreement as of the date of such reduction or refusal to comply.

E. Vacation, Holiday, Sick Leave, and Compensatory Time and Other Benefits.

1. Vacation.

The CITY MANAGER will roll over all accrued vacation time that was earned and accrued in prior employment with the CITY as the Assistant City Manager. As of December 7, 2012, that is 333.7 hours of vacation time. Any vacation time taken between December 7, 2012 and January 1, 2013 will be subtracted from the amount to be rolled over. The vacation time will be rolled over on an hour-for-hour basis. All rolled over vacation time shall be counted towards the maximum limit set forth in this section.

The CITY MANAGER shall accrue vacation time at the rate applicable to all CITY employees plus an additional 60 hours annually. The CITY MANAGER shall begin accruing vacation time upon commencement of employment. Vacation time may be accumulated to a maximum amount that is equal to three calendar years worth of vacation at any one time. When this maximum limit is reached, the CITY MANAGER will not accrue any additional vacation leave until his vacation leave balance falls below the maximum limit. The CITY MANAGER may cash out up to 80 hours of accrued vacation during a calendar year, at his then-current rate of pay. Any request for vacation cash out must be made in the months of December and/or June. All accrued vacation time will be cashed out at the CITY MANAGER'S then-current rate of pay upon termination.

2. Sick Leave.

The CITY MANAGER will roll over all accrued sick leave that was earned and accrued in prior employment with the CITY as the Assistant City Manager. As of December 7, 2012, that is 205.6 hours of sick leave. Any sick leave taken between December 7, 2012 and January 1, 2013 will be subtracted from the amount to be rolled over. The sick leave will be rolled over on an hour-for-hour basis. All rolled over sick leave shall be counted towards the maximum limit set forth in this section.

The CITY MANAGER shall accrue sick leave at the rate of one day per month. Sick leave may be accumulated to a maximum of 42 days at any one time. When this maximum limit is reached, the CITY MANAGER will not accrue any additional sick leave until his sick leave balance falls below the maximum limit. All accrued sick leave will be cashed out at 50% of its value upon termination.

3. Holidays.

The CITY MANAGER may observe the same eleven (11) holidays as observed by CITY, as specified by CITY policy.

4. City Manager Management Leave.

Management leave may be accumulated to a maximum of 10 days at any one time. The CITY MANAGER shall be credited with 10 days of management leave upon commencement of employment. Any unused management leave will be carried over into the next fiscal year. On July 1st of each fiscal year, the CITY MANAGER will be credited with an amount of management leave that, when added to the management leave that has carried forward from the prior fiscal year, will equal 10 days of management leave.

5. Automobile Allowance.

The CITY MANAGER shall have the use of a CITY automobile or an allowance of \$600.00 per month as compensation for all automobile and mileage costs. This allowance shall increase \$50.00 per year up to a maximum of \$800.00 per month.

6. Health, Dental and Vision.

The CITY MANAGER shall be provided the same health, dental, and vision coverage that is presently provided other management employees covering the CITY MANAGER and family dependents at the rate of \$1200 per month. The CITY shall provide supplemental insurance through Execucare at no cost to CITY MANAGER in the same manner provided to other executive level employees and officials.

7. Disability insurance.

In accord with CITY policy, CITY shall provide at CITY's expense short term and long-term disability insurance for the CITY MANAGER on the same terms and conditions provided to other CITY executive level employees and officials.

8. Retirement.

The CITY shall pay the CITY MANAGER's contribution to the Public Employees Retirement System ("PERS") with the 2.7% at 55 Retirement Plan.

9. Life Insurance.

The CITY shall provide life insurance in an amount equal to CITY MANAGER's base salary in accord with CITY policy.

10. Associations and Subscriptions.

The CITY shall budget and pay for the professional dues and subscriptions of the CITY MANAGER necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional growth and advancement, including, without limitation, the annual League of California Cities Conference, the annual League of California Cities City Managers' Conference and the annual ICMA Conference and CSMFO Conference.

11. Professional Development.

The CITY shall budget for and pay the travel and subsistence expenses of the CITY MANAGER for professional official travel, meetings, and occasions adequate to continue the professional development of the CITY MANAGER and to adequately pursue necessary official and other functions for the CITY and such other national, regional, state, and local governmental groups and committees thereof. of which the CITY MANAGER may serve as a member.

12. Reimbursement Expenses.

The CITY MANAGER will receive reimbursement for all sums necessarily incurred and paid by him in the performance of his duties. The CITY MANAGER shall submit a claim form to the CITY in the form and manner required by the Wildomar Municipal Code.

13. Jury Duty.

The CITY MANAGER will receive full pay and benefits while serving on a trial jury. Any compensation for such jury duty (except travel pay) shall be returned to the CITY.

14. Other Benefits.

The CITY MANAGER shall be entitled to all other benefits afforded all other employees of the CITY except to the extent that they are inconsistent with this Agreement.

15. Technical Equipment

The CITY shall provide CITY MANAGER with a laptop computer and software, a cell phone at \$60 per month for voice use and \$60 per month for data. This equipment may be used for incidental personal purposes, as well as for work directly related to the CITY, as necessary.

F. Indemnification.

The CITY shall defend, hold harmless, and indemnify the CITY MANAGER against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring during CITY MANAGER'S tenure and in the course and scope of his duty as CITY MANAGER, including, without limitation, claims arising out of personnel actions taken by CITY MANAGER. The CITY shall defend, compromise and settle any such claim or suit, and shall pay the amount of any settlement or judgment rendered thereon.

G. Bonding.

The CITY shall bear the full cost of any fidelity or other bonds required of the CITY MANAGER under any law or ordinance.

SECTION IV. PERFORMANCE EVALUATION.

A. Setting of Goals and Objectives.

In order to identify performance evaluation criteria and expectations for the CITY MANAGER, within ninety (90) working days of the employment date, the City Council and the CITY MANAGER shall participate in a performance evaluation which may be facilitated by an outside professional neutral third party and will define in writing such goals and performance evaluation objectives and expectations as the City Council determines necessary for the proper operation of the CITY. Thereafter, prior to February 15th of each calendar year, the City Council will conduct a new goal setting with the CITY MANAGER to revisit its earlier goals and to establish a relative priority among those various goals and objectives for the coming year. The goals and objectives established shall form part of the basis of the City Council's performance evaluation of the CITY MANAGER. This does not preclude the City Council or CITY MANAGER from requesting an earlier evaluation.

B. Written Summary.

The City Council shall provide the CITY MANAGER with a summary written statement of the findings of the City Council, within fifteen (15) working days of the City Council's evaluation of the CITY MANAGER. The City

Council shall provide adequate opportunity for the CITY MANAGER to discuss his evaluation with the City Council in closed session. That closed session shall take place within fifteen (15) working days of the receipt of the written summary of the CITY MANAGER's evaluation.

C. Closed Session Review.

The CITY MANAGER will timely cause to be placed on the City Council agenda for each year a "closed session" for the purpose of the performance evaluation.

SECTION V. TERMINATION OF EMPLOYMENT.

A. Termination By Council.

Except as provided in Section B below, the City Council may terminate this Agreement with or without cause at the option of the City Council upon ten (10) working days' written notice in accord with the terms of this section. CITY will cash out the accumulated, but unused sick leave (50% of the value), management leave, and vacation time upon termination.

B. No Termination After Election.

Notwithstanding section A above, the City Council shall not terminate the CITY MANAGER within 90 days of the certification of an election that changes the membership of the City Council.

C. Termination Without Cause/ Severance.

If the CITY terminates CITY MANAGER without cause within the first twelve (12) months of employment, then CITY MANAGER shall be entitled to a lump sum severance payment equal to nine (9) months' base salary, as defined in Section III.A of this Agreement.

If the CITY terminates CITY MANAGER without case after one year of employment, then the CITY MANAGER shall be entitled to a lump sum severance payment equal to six (6) month's base salary, as defined in Section III.A of this Agreement.

CITY will cash out the accumulated, but unused sick leave (50% of the value), management leave, and vacation time upon termination at any time. No other non-cash items, except health benefits, will be included in the severance payment. Health benefits may be continued for the same duration of time as covered in the severance, or until the employee finds other employment, whichever occurs first.

The lump sum severance payment will be reduced by applicable federal and state taxes, employment taxes. The severance pay will be excluded from retirement deductions and from any calculations of retirement benefits.

D. Request for Resignation.

If a majority of the City Council requests the resignation of CITY MANAGER, then CITY MANAGER may, at his option, deem himself terminated within the meaning of Section V (A).

E. Termination for Cause

CITY may terminate CITY MANAGER for cause. Cause shall include, but not be limited to the following:

1. Failure to perform the duties of the CITY MANAGER as set forth in the Wildomar Municipal Code as determined by a four-fifths (4/5ths) vote of the entire City Council.
2. Violation of state or federal law exposing the CITY to liability.
3. Conviction on a misdemeanor or felony charge.

In order to determine whether cause for termination exists, the CITY shall investigate any charges brought forward against CITY MANAGER and provide CITY MANAGER with an opportunity to be heard prior to taking any action. In the event that the CITY MANAGER is terminated for cause, no severance pay will be due to the CITY MANAGER. CITY will cash out the accumulated, but unused sick leave (50% of the value), management leave, and vacation time upon termination.

F. Voluntary Resignation.

CITY MANAGER may terminate the Agreement by giving the CITY thirty (30) days' written notice in advance of termination, at the end of which period the Agreement will terminate, unless the CITY and CITY MANAGER otherwise agree. Upon termination, whether voluntary or otherwise, CITY MANAGER shall be paid for all accrued, but unused, vacation, sick leave and holiday time at his highest hourly rate earned during his tenure with CITY. CITY will cash out the accumulated, but unused sick leave (50% of the value), management leave, and vacation time upon resignation.

G. Effect of Conviction on Termination.

If CITY MANAGER is convicted of a crime involving an abuse of his office or position, as defined in *Government Code* section 53243.4, the following restrictions will apply:

1. Any paid leave given to the CITY MANAGER pending an investigation shall be fully reimbursed to the CITY.

2. Any funds expended by the CITY for the legal criminal defense of the CITY MANAGER shall be fully reimbursed to the CITY.

3. Any cash settlement paid to the CITY MANAGER shall be fully reimbursed.

H. Full Hourly Rate.

As used in the Agreement, the term "full hourly rate" or "hourly rate" will mean CITY MANAGER'S management range and step multiplied by 12 and divided by 2080, i.e., the starting salary in the Agreement in the amount of \$179,000 per annum would be divided by 2080 to equal a base hourly salary of \$86.0577.

I. Waiver of Rights.

CITY MANAGER hereby waives any and all rights provided under the Wildomar Municipal Code relevant to notice and a redress of grievances during a public hearing prior to termination from the CITY.

SECTION VI. MISCELLANEOUS PROVISIONS:

A. Entire Agreement.

The text herein shall constitute the entire Agreement between the parties.

B. Notices.

Notices pursuant to the Agreement shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) **CITY OF WILDOMAR**
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595
Attention: Mayor

(2) **CITY MANAGER**
[Deliver to last updated address in personnel file]

Alternatively, notices required pursuant to his Agreement may be personally served in the same manner as is applicable to civil judicial process.

Notice shall be deemed given as of the date of personal service or as of the third day following the date of deposit of such written notice in the course of transmission in the United States Postal Service, with postage fully prepaid.

C. Heirs and Executors.

The Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of CITY MANAGER.

D. Severability.

If any provision, or portion thereof, contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. Legal Fees.

In the event that either party to the Agreement brings a lawsuit to enforce or interpret any provisions of the Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and related expenses and costs.

F. Governing Law.

The Agreement shall be governed by the laws of the State of California.

G. Interpretation of Agreement.

The parties agree that any ambiguity in the Agreement shall not be construed or interpreted against, or in favor of either party.

H. Amendment.

The Agreement contains the full agreement of the parties. Any modification or change in the Agreement shall not be binding on either party unless such change or modification is in writing and signed by both parties.

IN WITNESS WHEREOF, the CITY has caused the Agreement to be signed and executed in its behalf by its Mayor and duly attested to by its City Clerk, and the CITY MANAGER has signed and executed the Agreement, both in duplicate, the day and year first above written.

GARY NORDQUIST

CITY OF WILDOMAR



By: 
Ben Benoit, Mayor

ATTEST:


Debbie Lee, City Clerk

APPROVED AS TO FORM:


Thomas D. Jex, City Attorney

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.13
CONSENT CALENDAR
Meeting Date: December 9, 2015

TO: Mayor and City Council Members

FROM: James R. Riley, CPA, Finance Director

PREPARED BY: Rochelle Johnson, Acting Accounting Manager

SUBJECT: FY 2015/16 California Supplemental Law Enforcement Services Fund (SLESF) Grant Program

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,
RECOMMENDING THE USE OF \$100,000 FROM THE 2015-16 STATE BUDGET TO
PROVIDE FUNDING ADDITIONAL PUBLIC SAFETY PERSONNEL

BACKGROUND:

The California Supplemental Law Enforcement Services Fund (SLESF) program, also known as the Citizens Option for Public Safety (COPS) grant, has provided annual funding to cities for the delivery of front line law enforcement services that are not already funded (or are underfunded) by the local jurisdiction. State law requires that these funds be appropriated pursuant to a written request from the Chief of Police to the City Council and the request must be considered separate and apart from any proposed law enforcement allocations from the General Fund.

DISCUSSION

The City has received a letter from the Chief of Police and it is recommended that the grant funds be used to provide additional service hours above the current 40 hours per day. The 40 hours per day is not an optimum staffing level but the City was forced to this level of service due to the State taking of \$1.8 million of the City's Motor Vehicle License Fee revenues. Based on current activity, Wildomar Police Department officers are directly supported by County resources on an average of two hours per day. These hours are billed to the City and would largely be covered by the SLESF funding.

FISCAL IMPACT

The \$100,000 from the SLESF Program would be added to the City budget as would the cost of additional police services. The action would take place when the City is notified of the grant award and the budget would be amended during a public hearing.

**2015-16 SLESF Expenditure Plan
\$100,000 Salary and Benefits**

Submitted by:
James R. Riley, CPA
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

Police Chief Letter of Use of Funds and Expenditure Plan FY 2015-2016

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,
RECOMMENDING THE USE OF \$100,000 FROM THE 2015-16 STATE BUDGET TO
PROVIDE FUNDING ADDITIONAL PUBLIC SAFETY PERSONNEL

WHEREAS, the adoption of the 2015-16 State budget, includes continuation of AB 1913 which established the Supplemental Local Law Enforcement Fund; and

WHEREAS, AB 1913 appropriated \$100 million to supplement local law Enforcement budgets; and

WHEREAS, the City of Wildomar has been designated to receive \$100,000 from the 2015-16 California State budget as granted under AB 1913; and

WHEREAS, the funds may be applied to projects and front line municipal police Services which are in existing budgets but are under-funded; and

WHEREAS, a public meeting was held on December 9, 2015, to hear input on the recommendations for the use of these funds.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Wildomar Approves the use of such funds for when received from the 2015-16 California State budget to assist in funding Public Safety personnel, and authorizes the Chief of Police to execute any grant related documents.

PASSED, APPROVED AND ADOPTED this 9th day of December, 2015.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

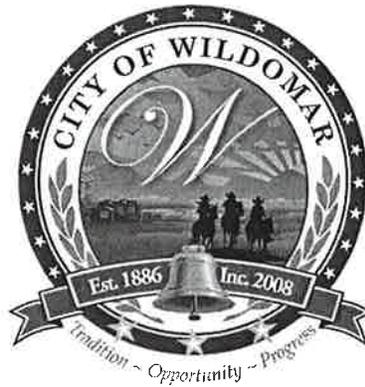
Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

**Attachment
A**

**City of Wildomar
Police Chief Letter of Use of Funds
and
Expenditure Plan FY 2015-2016**

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



23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595
951/677-7751 Phone
951/698-1463 Fax
www.CityofWildomar.org

December 3, 2015

City Manager Gary Nordquist
City of Wildomar

Dear Sir,

As previously discussed, the City of Wildomar has been adversely affected by the loss of VLF revenues, and the result has been a reduction in police services by as much as 34 hours per day. Supplemental Law Enforcement Services Fund (SLESF) may be available to help provide police services. These funds should not be used to offset (supplant) existing services, however, I recommend these funds, if they become available for your use, be used to provide police services over and above the 40 hours per day the city is able to afford at this time. These extra police services could come in the form of extra patrol during busy times such as school drop-off/pick-up, holiday, and other similar times of civic need.

Sincerely,

Leonard Hollingsworth, Captain
Wildomar Chief of Police

Lake Elsinore Sheriff's Station
333 Limited Ave.
Lake Elsinore, CA 92530

LH:

Supplemental Law Enforcement Standardized Forms
Expenditure Plan
FY 2015-2016

City Name: City of Wildomar

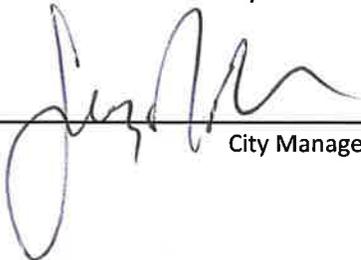
Beginning Fund Balance	
Prior Yr Allocation	100,000.00
Received in Current Year	47,951.61
Current Year Allocation	52,048.39

EXPENDITURE PLANNED

Salaries and Benefits	100,000.00
Services and Supplies	
Equipment	
Administrative Overhead	
Total Expenditure Planned	100,000.00

Date approved by the City Council: 12/9/2015

The City Manager hereby certifies that the Supplemental Law Enforcement Services Plan was submitted to the City Council and approved as listed.



 City Manager Signature

12/2/2015

 Date

Please provide the name of a contact person if there are any questions:

Rochelle Johnson

 Name

12/2/2015

 Date

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.14
CONSENT CALENDAR
Meeting Date: December 9, 2015

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Ordinance No. 112 Second Reading – Villa Siena Development Project (PA 13-0089)

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 112
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE FOR
THE VILLA SIENA APARTMENT PROJECT (PLANNING
APPLICATION NO. 13-0089) FROM I-P (INDUSTRIAL PARK) TO R-3
(GENERAL RESIDENTIAL) FOR A 170-UNIT APARTMENT PROJECT
LOCATED AT THE NORTHEAST CORNER OF ELIZABETH LANE
AND PRIELIPP ROAD (APN: 380-290-029)

DISCUSSION

The City Council approved the first reading of Ordinance No. 112 at the November 12, 2015 Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 113.

Submitted by:
Matthew Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENT

Ordinance No. 112

ATTACHMENT A

Council Ordinance No. 112

ORDINANCE NO. 112

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE FOR THE VILLA SIENA APARTMENT PROJECT (PLANNING APPLICATION NO. 13-0089) FROM I-P (INDUSTRIAL PARK) TO R-3 (GENERAL RESIDENTIAL) FOR A 170-UNIT APARTMENT PROJECT LOCATED AT THE NORTHEAST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-290-029)

THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA

The approval of this Change of Zone is in compliance with requirements of the California Environmental Quality Act ("CEQA"), in that on November 12, 2015, at a duly noticed public hearing, the City Council adopted an Environmental Impact Report (EIR) and Mitigation Monitoring & Reporting Program for Change of Zone No. 13-0089 reflecting its independent judgment and analysis and documenting the environmental impacts and mitigation measures related to the project. The documents comprising the City's environmental review for the project are on file and available for public review at Wildomar City Hall, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595.

SECTION 2. Multiple Species Habitat Conservation Plan (MSHCP)

The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 3. Change of Zone Findings

In accordance with the State of California, Government Code 65855 and 65860 and Chapter 17.280 of the Wildomar Zoning Ordinance, the City Council, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and Zoning Ordinance and any other evidence within the record or provided at the public hearing of this matter, finds and determines as follows:

- A. The proposed change of zone is in conformance with the adopted General Plan for the City of Wildomar.

Evidence: The applicant is proposing to amend the existing general plan land use designation from Medium High Density Residential (MHDR, 5 – 8 units/acre) to Very High Density Residential (VHDR, 14 – 20 units/acre) for a 10.02 acre site located at the northeast corner of Elizabeth Lane and Prielipp Road (APN: 380-290-029). With the approval of the proposed General Plan Amendment, the proposed Change of Zone from I-P (Industrial Park) to R-3 (General Residential) is

in conformance with the proposed VHDR land use designation as it is intended for multi-family dwellings to be developed within a density range of 14 – 20 units/acre. As the R-3 (General Residential) zone is intended to allow the development of multi-family dwellings subject to a plot plan approval, and the project density is proposed at 17.0 units/acre, the Change of Zone is consistent with the General Plan land use designation of VHDR.

Further, the R-3 (General Residential) zoning designation, upon approval of the proposed GPA, is consistent with the land use designation of Very High Density Residential (VHDR) as this zoning designation also implements the following goals and polices related to multi-family residential development:

- LU 2.1 The proposed change of zone and project will accommodate a land use development that is in accordance with patterns and distribution of land uses that are depicted on the General Plan Land Use map proposed for the subject site.
- LU 4.1 The proposed change of zone and project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.
- LU 6.1 The proposed change of zone and project will be developed in accordance with the proposed General Plan land use designation that ensures compatibility and minimizes impacts.
- LU 22.1 The proposed change of zone and project will accommodate the development of multi-family residential units in an area that is appropriately designated by the General Plan.
- LU 22.4 The proposed change of zone and project will provide a specific housing type, style and density that is accessible to and meets the needs of a range of lifestyles, physical abilities and income levels.
- LU 22.10 The proposed change of zone and project is designed to consider the surrounding areas to visually enhance, and not degrade, the appearance of adjacent residential structures.
- H-1.1 The proposed change of zone and project will help ensure a sufficient supply of multi-family zoned land to meet housing needs identified in the City's Regional Housing Needs Allocation (RHNA) required in the Housing Element.
- H-6.1 The proposed change of zone and project will utilize energy conservation measures in that each enclosed garage space has an EV charging outlet for electric vehicles, and will be designed to meet Green Building code standards.

SECTION 4: Amendment to the Zoning Map

The City Council, based on the findings above, hereby approves a change to the City of Wildomar Zoning Map for Change of Zone No. 13-0089 from the current zoning designation I-P (Industrial Park) to R-3 (General Residential) for a 10.02 acre site located at the northeast corner of Elizabeth Lane and Prielipp Road, otherwise known as APN: 380-290-029.

SECTION 5. 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 6 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 7. City Clerk Action

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen 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 9th day of December, 2015.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.15
CONSENT CALENDAR
Meeting Date: December 9, 2015

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Ordinance No. 113 Second Reading – Zoning Ordinance Amendment No. 15-03 – Mixed Use Ordinance

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 113
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF WILDOMAR, CALIFORNIA, APPROVING ZONING
ORDINANCE AMENDMENT NO. 15-03 TO AMEND
CHAPTER 17.305 (MIXED-USE OVERLAY DISTRICT) OF
THE WILDOMAR MUNICIPAL CODE

DISCUSSION

The City Council approved the first reading of Ordinance No. 113 at the November 12, 2015 Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 113.

Submitted by:
Matthew Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENT

Ordinance No. 113

ATTACHMENT A

Council Ordinance No. 113

ORDINANCE NO. 113

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 15-03 TO AMEND CHAPTER 17.305 (MIXED USE OVERLAY DISTRICT) OF THE WILDOMAR MUNICIPAL CODE

WHEREAS, on December 11, 2013, the City Council adopted and approved the 2013-2021 Housing Element for the City of Wildomar ("Housing Element") and certified the EIR prepared for the Housing Element; and

WHEREAS, the Housing Element calls for certain amendments to be made to the City's Zoning Ordinance to implement the programs and policies contained in the Housing Element; and,

WHEREAS, this Ordinance amends the Zoning Ordinance to implement the Housing Element; and,

WHEREAS, in accordance with Section 17.280 of the Wildomar Zoning Ordinance, the City Council has the authority to take action on the proposed Zoning Ordinance Amendment No. 15-03; and

WHEREAS, the Planning Commission on October 21, 2015 held a duly noticed public hearing regarding Zoning Ordinance Amendment No. 15-03 and voted to adopt PC Resolution No. 2015-27 recommending City Council approval of adoption of Zoning Ordinance Amendment No. 15-03; and

WHEREAS, in accordance with the Wildomar Zoning Ordinance, the Planning Department, on October 30, 2015, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of a City Council public hearing set for on November 12, 2015 regarding Zoning Ordinance Amendment No. 15-03; and

WHEREAS, in accordance with Wildomar Zoning Ordinance, on November 12, 2015, the City Council of the City of Wildomar, upon recommendation from the Planning Commission, conducted the duly noticed public hearing, at which time interested persons had an opportunity to testify in support of, or opposition to Zoning Ordinance Amendment No. 15-03, and at which time the City Council received public testimony concerning Zoning Ordinance Amendment No. 15-03.

THE CITY COUNCIL OF THE CITY OF WILDOMAR HEREBY DOES ORDAIN AS FOLLOWS:

SECTION 1: CEQA/ENVIRONMENTAL DETERMINATION.

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), an Environmental Impact Report for the Housing Element Update (SCH# 2013051001), which included adoption of the original Mixed-Use Overlay District (Ord. No. 85) was prepared, considered and certified by the City Council on December 13, 2013, and a notice of determination was filed in accordance with state law. Upon evaluation of Zoning Ordinance Amendment No. 15-03, the City Council determines that adoption of the proposed amendment does not significantly change the original ordinance evaluated in the original EIR certified by the City Council.

The changes to the original ordinance, which provides for minor text changes, do not create any new impacts that were not evaluated in the EIR, or significantly increase the impacts identified in the EIR. In addition, the environmental setting of Zoning Ordinance Amendment No. 15-03 has not changed since the adoption of Ordinance No. 85 less than two years ago; there has been no development on any of the properties that were included within the Mixed Use Overlay District. Therefore, there has not been a significant change to the environmental setting since adoption of Ordinance No. 85 that would warrant further analysis under CEQA.

As there have been no significant changes to the Mixed Use Overlay District provisions, no changes in the circumstances under which the zoning ordinance amendment will be undertaken, and no new information has come to light regarding new or significant environmental effects, the City Council determines that none of the conditions exist that might otherwise require a subsequent EIR, subsequent MND or subsequent Negative Declaration, or an Addendum pursuant to Title 14 Cal. Code Regs. Section 15162. Therefore, in accordance with Section 15153 of the CEQA Guidelines, no further environmental review is required for the approval of Zoning Ordinance Amendment No. 15-03

The documents comprising the City's environmental review for the project are on file and available for public review at Wildomar City Hall, Planning Department, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595.

SECTION 2: AMENDMENT TO THE ZONING ORDINANCE

Section 17.305 (Mixed Use Overlay District) of the Wildomar Zoning Ordinance is hereby amended in its entirety to read as follows:

"Sec. 17.305.010 Purpose

This chapter provides a procedure to implement the Mixed Use Planning Area (MUPA) land use designation of the City of Wildomar General Plan. The intent of the Mixed Use Overlay District is to allow and encourage commercial and professional office uses to be located with multi-family residential development ("Mixed Use Development"). The residential component of a Mixed Use

Development must be at a density of at least 30 units per acre consistent with the MUPA General Plan land use designation provisions.

Sec. 17.305.020 Application for Mixed Use Development

- A. An application for a Mixed Use Development on property within the Mixed Use Zone under this chapter may be made by any property owner or their representative in a format established by the City.
- B. A Mixed Use Development project under this chapter requires the processing and approval of a Plot Plan consistent with the procedures and requirements of Chapter 17.216 of the Zoning Ordinance.

Sec. 17.305.030 Permitted Uses

- A. A Mixed Use Development must devote at least thirty (30) percent, but not more than 50%, of the developable area for the development of multi-family residential uses. Not less than fifty (50) percent of the developable area shall be devoted to commercial uses as outlined in this chapter.
- B. A Mixed Use Development must have a minimum density of at least 30 dwelling units per acre for the residential portion of the site, as required in the MUPA land use designation of the Wildomar General Plan.
- C. The following Residential Uses are permitted subject to a Plot Plan
 - 1. Multiple-family dwellings subject to the provisions of Section 17.44 & 17.60 of the Zoning Ordinance.
 - 2. Nonprofit community centers, social halls, parks, and community recreation facilities, including but not limited to swimming pools, and the normal accessory uses thereto.
 - 3. Community service areas and medical facilities designed primarily for the use of the residents of the subdivision.
- D. The following Commercial Uses are permitted subject to a Plot Plan (No Outdoor Storage Permitted)
 - 1. Antique shops
 - 2. Appliance stores, household
 - 3. Art supply shops and studios
 - 4. Bakery shops, including baking only when incidental to retail sales on the premises
 - 5. Banks and financial institutions (without drive-through facilities)
 - 6. Barber and beauty shops
 - 7. Book stores and binders (adult bookstores, prohibited)

8. Catering services
9. Cleaning shops, Dry cleaners
10. Clothing stores
11. Confectionery or candy stores
12. Convenience stores, not including the sale of motor vehicle fuel
13. Delicatessens
14. Department stores
15. Drug stores (without drive-through facilities)
16. Dry goods stores
17. Employment agencies
18. Florist shops
19. Food markets
20. Gift shops
21. Household goods sales, including but not limited to, new appliances, furniture, carpets, draperies, lamps, radios, and television sets, including repair thereof.
22. Hobby shops
23. Ice cream shops
24. Interior decorating shops
25. Jewelry stores, including incidental repairs
26. Leather goods stores
27. Locksmith shops
28. Meat markets, not including slaughtering
29. Micro-breweries
30. Music stores
31. Notions or novelty stores (adult stores, prohibited)
32. Offices, including business, law, medical, dental, chiropractic, architectural, engineering, community planning, real estate
33. Pet shops and pet supply shops
34. Photography shops and studios
35. Radio and television broadcasting studios
36. Recording studios
37. Restaurants and other eating establishments (not including drive-through facilities)
38. Shoe stores
39. Sporting goods stores
40. Stationer stores
41. Tailor shops
42. Tobacco shops

43. Toy shops
 44. Travel agencies
- E. Commercial Uses Subject to a Conditional Use Permit
1. Auditoriums and conference rooms
 2. Automobile parts and supply stores
 3. Automobile rental agencies
 4. Banks and financial institutions (with drive-through facilities)
 5. Bars and cocktail lounges
 6. Billiard and pool halls
 7. Blueprint and duplicating services
 8. Bowling alleys
 9. Convenience stores, including the sale of motor vehicle fuel
 10. Car washes
 11. Child day care center.
 12. Congregate care residential facilities, developed pursuant to Section 19.103 of this ordinance
 13. Drug stores (with drive-through facilities)
 14. Dance halls
 15. Gasoline service stations, including the concurrent sale of beer and wine for off premises consumption (subject to the provisions of Section 17.248 of the Zoning Ordinance)
 16. Hotels, resort hotels and motels
 17. Institutions for the aged licensed by the California State Department of Social Welfare or the County Department of Public Welfare.
 18. Liquor stores (subject to the provisions of Section 17.248. of the Zoning Ordinance)
 19. Restaurants and other eating establishments (including drive-through facilities)
 20. Schools, business and professional, including art, barber, beauty, dance, drama, music and swimming
 21. Theaters, not including drive-ins

Sec.17.305.040 Development Standards

- A. The multi-family residential component of a Mixed Use Development shall adhere to the development standards stated in Chapter 17.60 (Planned Residential Zone) of the Zoning Ordinance.

- B. The commercial retail and/or professional office component of a Mixed Use Development shall adhere to the development standards stated in Chapter 17.72 (C-1/C-P General Commercial Zone) of the Zoning Ordinance.
- C. Notwithstanding paragraphs B and C of this section, the development standards stated in Chapters 17.60 (Planned Residential Zone) and 17.72 (C-1/C-P General Commercial Zone) of the Zoning Ordinance may be waived or modified as part of the Plot Plan or Conditional Use Permit process if it is determined that the standard is inappropriate for the proposed use, and that a waiver or modification of the standard will not be contrary to the public health and safety.
- D. If any use proposed as part of a Mixed Use Development requires an application other than a Plot Plan, then said use shall be processed in accordance with requirements of Chapters 17.60 (Planned Residential Zone) and 17.72 (C-1/C-P General Commercial Zone) of the Zoning Ordinance.”

SECTION 3. SEVERABILITY.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE.

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

SECTION 5. PUBLICATION.

The city clerk is directed to certify the adoption of this ordinance and cause it to be published in the manner required by law.

SECTION 6. CITY CLERK ACTION

The City Clerk is authorized and directed to cause this Ordinance to be published within 15 days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this 9th day of December, 2015.

Ben Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: December 9, 2015

TO: Mayor and Council Members

FROM: Dan York, Assistant City Manager/City Engineer

SUBJECT: Consideration of Territory to be Annexed to Community Facilities District No. 2013-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2013-1 (Services), Annexation No. 5

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Open the public hearing;
2. Take testimony;
3. Close the public hearing;
4. Adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION FOR THE PURPOSE OF SUBMITTING THE QUESTION OF THE LEVY OF THE PROPOSED SPECIAL TAX TO THE QUALIFIED ELECTORS WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

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

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

BACKGROUND:

On October 14, 2015, the City Council adopted Resolution No. 2015-49, declaring its intention to annex territory to Community Facilities District No. 2013-1 (Services) and commence the annexation proceedings for the territory to

be annexed, also known as Annexation No. 5. A public hearing was set for December 9, 2015 to conduct an election for the landowners and to declare the results of that election.

As required by the Resolution of Intention, an annexation map was recorded on November 19, 2015, at 8:24 a.m. in Book 79, Page 8, Document No. 2015-0508228 and the potential annexation area boundary map was recorded on February 18, 2014, at 1:17 p.m. in Book 76 Page 68, Document No. 2014-0062326 of Maps of Assessment and Community Facilities Districts with the Riverside County Recorder.

The Resolution of Intention was adopted by the City Council in response to petitions filed by the developer, Alta Colina, LLC, property owner of one residential tract within the City (TR 29476) that the City assist them in annexing territory into CFD 2013-1 (Services) to cover the costs associated with the maintenance of public improvements and for providing public safety services. The improvements proposed to be maintained include items such as landscaping and lighting, water quality improvements, graffiti, street sweeping, and trails and park maintenance.

In addition to maintaining public improvements the CFD will include a special tax to provide for financing of certain public services to meet increased demands of police and fire protection services as a result of the new developments.

The area proposed within Annexation No. 5 will encompass 28 residential units in one tract, with a maximum annual tax of \$932.60 per unit, per year. The tract proposed to be annexed into CFD No. 2013-1 will be included in Tax Zone 7. The proposed total maximum tax rate for Tax Zone 7 is \$932.60 per unit per year. This tax rate includes a Maximum Special Tax A of \$688.60 per unit per year for maintenance services of public facilities, and Maximum Special Tax B of \$244 per unit per year for safety services. Both of these tax rates are proposed to escalate each year at the greater of Consumer Price Index (CPI) or 2% for Special Tax A or 5% for Special Tax B. Alta Colina, LLC has agreed to the annexation into the CFD and submitted an "Consent and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act of 1982, requesting the annexation of property to CFD No. 2013-1 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election immediately following the public hearing scheduled for December 9, 2015.

FISCAL IMPAC

On March 1 of each year, every residential building for which a building permit has been issued will be subject to the special taxes in the ensuing Fiscal Year. If the anticipated costs of maintaining the facilities in any given Fiscal Year, prior to buildout of the project, exceeds the special tax revenues available from parcels for which building permits have been issued, then the special tax may also be on property with recorded

final subdivision maps, as well as other undeveloped property. The special tax levied to pay for safety services will only be applied to those properties for which a building permit has been issued as of March 1 preceeding the Fiscal Year being levied.

The projected levy for FY 2016-17 is \$19,280.80 for the first year of services for Special Tax A. Once developed, the Special Tax B will generate \$6,832.00 for police and fire protection services.

Submitted by:
Dan York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- 1) Resolution 2015-____ Calling an Election
- 2) Resolution 2015-____ Declaring Results

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) (ANNEXATION NO. 5)

WHEREAS, on February 12, 2014 the City Council (the "City Council") of the City of Wildomar (the "City") approved Resolution No. 2014-07 declaring the City's intention to establish Community Facilities District No. 2013-1 (Services) of the City of Wildomar, County of Riverside, State of California (the "CFD No. 2013-1") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, the City Council set a public hearing for March 12, 2014, after which the Council adopted Resolution No. 2014-09 forming the CFD No. 2013-1 and calling a special election at which the questions of levying a special tax and establishing an appropriations limit with respect to the CFD No. 2013-1 were submitted to the qualified electors within the CFD No. 2013-1; and

WHEREAS, on March 12, 2014, the City Council adopted Resolution No. 2014-10 declaring the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the proposition presented, and such proposition passed; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code as amended (the "Act"), to annex territory into an existing community facilities district by complying with the procedures set forth in said Article 3.5; and

WHEREAS, the City Council on October 14, 2015 duly adopted Resolution No. 2015-49 (the "Resolution of Intention") declaring its intention to annex certain territory to CFD No. 2013-1 (Services) and to levy a special tax within that territory to pay for certain services and setting a time and place for the public hearing on the proposed annexation for December 9, 2015; and

WHEREAS, the territory proposed to be annexed is identified in a map entitled "Annexation Map No. 5 Community Facilities District No. 2013-1 (Services)" a copy of which was recorded, on November 19, 2015, in Book 79 of Maps of Assessment and Community Facilities Districts at Page 8, in the office of the Riverside County Recorder; and

WHEREAS, pursuant to the Act and the Resolution of Intention, a noticed public hearing was convened by the City Council on December 9, 2015, not earlier than the

hour of 6:30 p.m. at the City Hall located at 23873 Clinton Keith Road, Wildomar, California 92595, relative to the proposed annexation of said territory to CFD No. 2013-1; and

WHEREAS, written protests have not been filed by fifty percent (50%) or more of the registered voters residing within the CFD No 2013-1, or by fifty percent (50%) or more of the registered voters residing within the territory to be annexed, or by the owners of one-half (1/2) or more of the area within the CFD No. 2013-1, or by the owners of one-half (1/2) or more of the territory to be annexed; and

WHEREAS, the City Council has determined that there are fewer than twelve registered voters residing in the territory proposed to be annexed to the CFD No. 2013-1 and that the qualified electors in such territory are the landowners; and

WHEREAS, on the basis of all of the foregoing, the City Council has determined at this time to call an election to authorize the annexation of territory to the CFD No. 2013-1 and the levying of a special tax as described in Exhibit A hereto; and

WHEREAS, the City Council has received a written instrument from each landowner in the territory proposed to be annexed to the CFD No. 2013-1 consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election; and

WHEREAS, the City Clerk has concurred in the election date set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING EX OFFICIO AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT 2013-1 (SERVICES) OF THE CITY OF WILDOMAR, DETERMINE AND ORDER AS FOLLOWS:

Section 1 Recitals. The foregoing recitals are true and correct.

Section 2. Conformation of Finding in Resolution of Intention. The City Council reconfirms all of its findings and determinations as set forth in the Resolution of Intention.

Section 3. Findings Regarding Protests. The City Council finds and determines that written protests to the proposed annexation of territory to the CFD No. 2013-1 and the levy of the special tax within such territory are insufficient in number and in amount under the Act, and the City Council hereby further orders and determines that all such protests are hereby overruled.

Section 4. Findings Regarding Prior Proceedings. The City Council finds and determines that all prior proceedings had and taken by the City Council with respect to the annexation of territory to CFD No. 2013-1 are valid and in conformity with the requirements of the Act.

Section 5. Levy of Special Tax. As stated in the Resolution of Intention, except where funds are otherwise available, subject to the approval of the qualified electors of territory proposed to be annexed to CFD No. 2013-1, a special tax sufficient to pay the costs of the Services (including incidental expenses as described in the Resolution of Intention), secured by recordation of a continuing lien against all nonexempt real property in CFD No. 2013-1, will be levied annually in CFD No. 2013-1. The rate and method of apportionment, and manner of collection of the special tax are specified in Exhibit A hereto.

Section 6. Apportionment of Tax. The special tax as apportioned to each parcel is based on the cost of making the Services available to each parcel, or other reasonable basis, and is not based on or upon the ownership of real property.

Section 7. Tax Roll Preparation. The office of the Public Works Director, 23873 Clinton Keith Road., City of Wildomar, is hereby designated as the office that will be responsible for annually preparing a current roll of special tax levy obligations by assessor's parcel number and that will be responsible for estimating future special tax levies pursuant to Government Code section 53340.2. The Public Works Director may cause these functions to be performed by his or her deputies, assistants, or other designated agents.

Section 8. Accountability Measures. Pursuant to Section 50075.1 of the California Government Code, the City shall create a separate account into which tax proceeds will be deposited; and the Public Works Director annually shall file a report with the City Council that will state (a) the amount of funds collected and expended and (b) the status of the Services financed in CFD No. 2013-1.

Section 9. Special Election; Voting Procedures. The City Council hereby submits the questions of levying the special tax within the territory proposed to be annexed to the qualified electors, in accordance with and subject to the Act. The special election shall be held on December 9, 2015, and shall be conducted as follows:

(a) **Qualified Electors.** The City Council hereby determines that the Services are necessary to meet increased demands placed upon the City as a result of development occurring within the boundaries of CFD No. 2013-1. Because fewer than twelve registered voters resided within the territory proposed to be annexed to CFD No. 2013-1 on November 18, 2015 (a date within the 90 days preceding the close of the public hearing on the territory proposed to be annexed to CFD No. 2013-1), the qualified electors shall be the landowners within territory proposed to be annexed, and each landowner who was the owner of record at the close of the hearing shall have one vote for each acre or portion of an acre of land that such landowner owns within the territory proposed to be annexed to CFD No. 2013-1.

(b) **Consolidation of Elections; Combination of Propositions on Ballot.** The election on the question of levying the special tax and establishing an appropriations limit for CFD No. 2015-2 shall be consolidated, and the two propositions shall be combined into a single ballot proposition for submission to the voters, as authorized by Government Code Section 53353.5.

(c) Mail Ballot Election. Pursuant to Government Code section 53327.5, the election shall be conducted as a mail ballot election. The City Council hereby ratifies the City Clerk's delivery of a ballot to each landowner within the territory proposed to be annexed to CFD No. 2013-1. The City Council hereby ratifies the form of the ballot, which is attached hereto as Exhibit B.

(d) Return of Ballots. The City Clerk shall accept the ballots of the landowners up to 6:00 p.m. on December 9, 2015. The City Clerk shall have available ballots that may be marked at the City Clerk's office on the election day by voters. Once all qualified electors have voted, the City Clerk may close the election.

(e) Canvass of Election. The City Clerk shall commence the canvass of the returns of the special election as soon as the election is closed (on December 9, 2015, or when all qualified electors have voted) at the City Clerk's office. At the conclusion of the canvass, the City Clerk shall declare the results of the election.

(f) Declaration of Results. The City Council shall declare the results of the special election following the completion of the canvass of the returns and shall cause to be inserted into its minutes a statement of the results of the special election as ascertained by the canvass of the returns.

Section 10. Filing of Resolution and Map with City Clerk. The City Council hereby directs the City Clerk to file a copy of this resolution and the annexation map of the boundaries of CFD No. 2013-1 in his/her office.

PASSED, APPROVED AND ADOPTED this 9th day of December, 2015.

Ben Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

EXHIBIT A

**COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
RATE AND METHOD OF APPORTIONMENT**

**RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
OF THE CITY OF WILDOMAR**

A Special Tax (the "Special Tax") shall be levied on and collected from each Assessor's Parcel (defined below) in Community Facilities District No. 2013-1 (Services) (the "CFD No. 2013-1" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2014, in an amount determined by the City Council of the City of Wildomar, acting ex officio as the legislative body of CFD No. 2013-1, by applying the rates and method of apportionment set forth below. All of the real property in CFD No. 2013-1, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on any Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2013-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2013-1, or any designee thereof associated with fulfilling the CFD No. 2013-1 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2013-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2013-1 for any other administrative purposes of CFD No. 2013-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means the City Manager of the City of Wildomar, or his or her designee.

"Approved Property" means all Assessor's Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 of preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land that is identifiable by an Assessor's Parcel Number by the County Assessor of the County of Riverside.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

“Assessor’s Parcel Number” means that identification number assigned to a parcel by the County Assessor of the County.

“Building Square Footage” or **“BSF”** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Taxable Property after issuance of a building permit for expansion or renovation of such building.

“CFD” or **“CFD No. 2013-1”** means the City of Wildomar Community Facilities District No. 2013-1 (Services).

“City” has the meaning set forth in the preamble.

“County” means the County of Riverside.

“Developed Property” means all Assessor’s Parcels of Taxable Property for which a building permit for new construction has been issued on or prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Exempt Property” means all Assessors’ Parcels designated as being exempt from the Special Tax as provided for in Section G.

“Final Map” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period from and including July 1st of any year to and including the following June 30th.

“Land Use Category” means, any of the categories contained in Section B. hereof to which an Assessor’s Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor’s Parcel as of March 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Maximum Special Tax” means the Maximum Special Tax A and/or Maximum Special Tax B, as applicable.

“Maximum Special Tax A” means the Maximum Special Tax A, as determined in accordance with Section C., below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2013-1.

“Maximum Special Tax B” means the Maximum Special Tax B, as determined in accordance with Section C., below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2013-1.

“Multi-Family Residential Property” means any Assessor’s Parcel of residential property that consists of a building or buildings comprised of attached Residential Units available for rental, but not purchase, by the general public and under common management.

“Non-Residential Property” means, all Assessor's Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor’s Parcel is Non-Residential Property.

“Proportionately” means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

“Residential Unit” or **“RU”** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator.

“Residential Property” means all Assessor’s Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

“Service(s)” means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2013-1 as set forth in the documents adopted by the City Council at the time the CFD was formed.

“Single Family Residential Property” means any residential property that consists of a building comprised of attached or detached residential units available for purchase or rent by the general public.

“Special Tax(es)” means the Special Tax A and/or Special Tax B to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property.

“Special Tax A” means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax A Requirement.

“Special Tax B” means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property to fund the Special Tax B Requirement.

"Special Tax A Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2013-1 in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for (i) maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for Bonds.

"Special Tax B Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2013-1 in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) fire protection and suppression services, (iii) fund an operating reserve for the costs of Services as determined by the Administrator, and (iv) Administrative Expenses. Under no circumstances shall the Special Tax B Requirement include funds for Bonds.

"Taxable Property" means all Assessor's Parcels within CFD No. 2013-1, which are not Exempt Property.

"Tax Zone" means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax. Exhibit "C" identifies the Tax Zone in CFD No. 2013-1 at formation; additional Tax Zones may be created when property is annexed into the CFD.

"Tax Zone 1" means the geographic area the specific area identified on the CFD Boundary Map as Tax Zone 1.

"Tax Zone 2" means the geographic area the specific area identified on the CFD Boundary Map as Tax Zone 2.

"Tract(s)" means an area of land within a subdivision identified by a particular tract number on a Final Map approved for the subdivision.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2013-1 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property and Approved Property shall be classified as either Residential Property or Non-Residential Property.

C. MAXIMUM SPECIAL TAX RATES

1. Special Tax A

For purposes of determining the applicable Maximum Special Tax A for Assessor’s Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor’s Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. For Parcels of undeveloped property zoned for development of single family attached or multi-family units, the number of Residential Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan, or by assigning the maximum allowable units permitted based on the underlying zoning for the Parcel. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax levied against the Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax A per Residential Unit identified for the Tracts in Table 1 below.

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor’s Parcel of Taxable Property is shown in Table 1 is shall be specific to each Tract within the CFD. When additional property is annexed into CFD No. 2013-1, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2014-2015 for a Residential Unit within the Tracts are identified in Table 1 below:

TABLE 1
Maximum Special Tax A Rates

Tax Zone	Tracts	Maximum Special Tax A
1	32535	\$346.00 per Residential Unit
2	31479	\$346.00 per Residential Unit

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2015 the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Taxable Property is shown in Table 2 is shall be specific to each Tract within the CFD. When additional property is annexed into CFD No. 2013-1, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2014-2015 per Residential Unit within the Tracts is identified in Table 2 below:

TABLE 2
Maximum Special Tax A Rates

Tax Zone	Tracts	Maximum Special Tax A
1	32535	\$346.00 per Residential Unit
2	31479	\$346.00 per Residential Unit

On each July 1, commencing on July 1, 2015 the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Taxable Property is shown in Table 3 shall be specific to each Tract within the CFD. When additional property is annexed into CFD No. 2013-1, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2014-2015 per acre within the Tracts are identified in Table 3 below:

**TABLE 3
Maximum Special Tax A Rates**

Tax Zone	Tracts	Maximum Special Tax A
1	32535	\$1,762 per Acre
2	31479	\$1,541 per Acre

On each July 1, commencing on July 1, 2015 the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B

The Special Tax B is an annual Special Tax that shall be levied on Developed Property to fund the Special Tax Requirement B.

a. Developed Property

(i) Maximum Special Tax B

The Maximum Special Tax B for Fiscal Year 2014-2015 for each Land Use Class is shown in Table 4. When additional property is annexed into CFD No. 2013-1, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B for the Tract or Tracts annexed.

**TABLE 4
Maximum Special Tax B Rates**

Land Use Class	Description	Unit	Maximum Special Tax B
1	Single Family Residential	RU	\$244.00
2	Multi-Family Residential	RU	\$173.00

On each July 1, commencing on July 1, 2015 the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by five percent (5.0%), whichever is greater.

No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for CFD No. 2013-1, is an Exempt Property.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2014-2015 and for each following Fiscal Year, the Council shall determine the Special Tax A Requirement and shall levy the Special Tax A on all Assessor's Parcels of Taxable Property until the aggregate amount of Special Tax A equals the Special Tax A Requirement. The Special Tax A shall be levied for each Fiscal Year as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

2. Special Tax B

Commencing with Fiscal Year 2014-2015 and for each following Fiscal Year, the Council shall determine the Special Tax B Requirement and shall levy the Special Tax B until the aggregate amount of Special Tax B equals the Special Tax B Requirement.

The Special Tax B shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B to satisfy the Special Tax B Requirement.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2013-1 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed.

F. TERM OF SPECIAL TAX

For each Fiscal Year, the Special Taxes shall be levied as long as the Services are being provided.

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2013-1, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; or (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax(es) that is disputed. A representative(s) of CFD No. 2013-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax(es) shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2013-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

EXHIBIT A

**CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)**

COST ESTIMATE

Maintenance Services - The estimate breaks down the costs of providing one year's maintenance services for FY 2016-2017. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2013-1.

**TAX ZONE 7 – Annexation 5
Tract No. 29476**

Item	Description	Estimated Cost
1	Landscape and Lighting Maintenance	\$5,612
2	Graffiti, Street Sweeping, & Pavement Management	\$1,352
3	Drainage Maintenance	\$1,967
4	Parks and Trail Maintenance	\$7,835
5	Administration and Reserves Costs	\$2,515
Total		\$19,281

Safety Services - It is estimated that the cost of providing police and fire protection services being funded by Special Tax B for the Community Facilities District No. 2013-1 (Services) as outlined in Exhibit 2 hereto, will be as follows for the first year:

- \$244.00 per residential unit for single family residential property
- \$173.00 per residential unit for multi-family residential property

TAX ZONE SUMMARY

Annexation	Tax Zone	Tract	Fiscal Year	Maximum Special Tax A	Maximum Special Tax B	Subdivider
Original	1	32535	2014-15	\$346.00 / Unit	\$244.00 / Unit	CV Communities LLC
Original	2	31479	2014-15	\$346.00 / Unit	\$244.00 / Unit	Rancon Equity Partners III
1	3	25122/ 32078	2015-16	\$346.00 / Unit	\$244.00 / Unit	Rancho Fortunado Inv, LLC
2	4	PM 16803	2015-16	\$51.41 / Acre	N/A	Moralez Enterprises, LLC
3	5	36497	2015-16	\$522.27 / Unit	\$244.00 / Unit	Lennar Homes of California, Inc.
4	6	PM 36492	2015-16	\$766.14 / Acre	N/A	Rancon Medical and Education Center, LLC
5	7	29476	2016-17	\$688.60 / Unit	\$244.00 / Unit	Alta Colina, LLC

ESCALATION OF MAXIMUM SPECIAL TAXES

Maximum Special Tax A - On each July 1, the Maximum Special Tax A shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

Maximum Special Tax B - On each July 1, the Maximum Special Tax B shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by five percent (5.0%), whichever is greater.

EXHIBIT B

CITY OF WILDOMAR COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

DESCRIPTION OF AUTHORIZED SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2013-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance, servicing; or both of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2013-1; as well as local roads within residential subdivisions located within CFD No. 2013-1; and any portions adjacent to the properties within CFD No. 2013-1; and

(d) police protection services, including but not limited to criminal justice services, and fire protection and suppression services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services shall be limited to those provided within the boundaries of CFD No. 2013-1 or for the benefit of the properties within the boundaries of CFD No. 2013-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2013-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2013-1 before CFD No. 2013-1 was created.

EXHIBIT C

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
PROPOSED BOUNDARIES

ANNEXATION MAP NO. 5 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR,
THIS 16th DAY OF November, 2015.

Alvina A. Sue
CITY CLERK
CITY OF WILDOMAR

RECORDED THIS 10th DAY OF November, 2015
AT THE HOUR OF 5:21 O'CLOCK AM IN BOOK 112
PAGE 2 OF MAPS OF ASSESSMENT AND COMMUNITY
FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY
RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA.

NO.: 2015-0508228
FEE: \$10.00
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: Y. WILSON
DEPUTY

THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE
ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2013-1
(SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF
RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES
DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP
THEREOF WHICH WAS PREVIOUSLY RECORDED ON
FEBRUARY 18, 2014, IN BOOK 76 OF MAPS OF ASSESSMENT
AND COMMUNITY FACILITIES DISTRICTS AT PAGES 65-67
AND AS INSTRUMENT NO. 2014-0062325 IN THE OFFICE OF
THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP OR AREAS TO
BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO.
2013-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF
RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY
THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A
REGULAR MEETING THEREOF, HELD ON THE 14th
DAY OF October, 2015,
BY ITS RESOLUTION NO. 2015-44.

Alvina A. Sue
CITY CLERK
CITY OF WILDOMAR

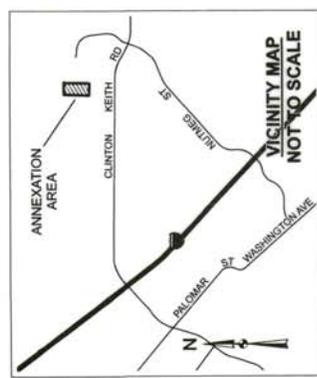


NOT TO SCALE

LEGEND

- CFD BOUNDARY
- PARCEL LINE
- TAX ZONE
- ASSESSOR PARCEL NUMBER

(7)
XXX-XXX-XXX



THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR
PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF
THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS
CONCERNING THE LINES AND DIMENSIONS OF LOTS OR
PARCELS REFER TO THE COUNTY ASSESSOR MAPS FOR
FISCAL YEAR 2015-16.

ALBERT A. WEBB
ASSOCIATE
PLANNING CONSULTANT

BOUNDARIES - POTENTIAL ANNEXATION AREA COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) CITY OF WILDOMAR

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES), CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF HELD ON 14th DAY OF Feb., 2014, BY ITS RESOLUTION NO. 2014-07.

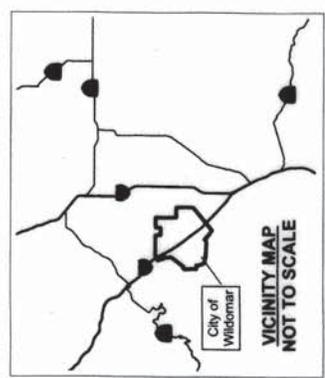
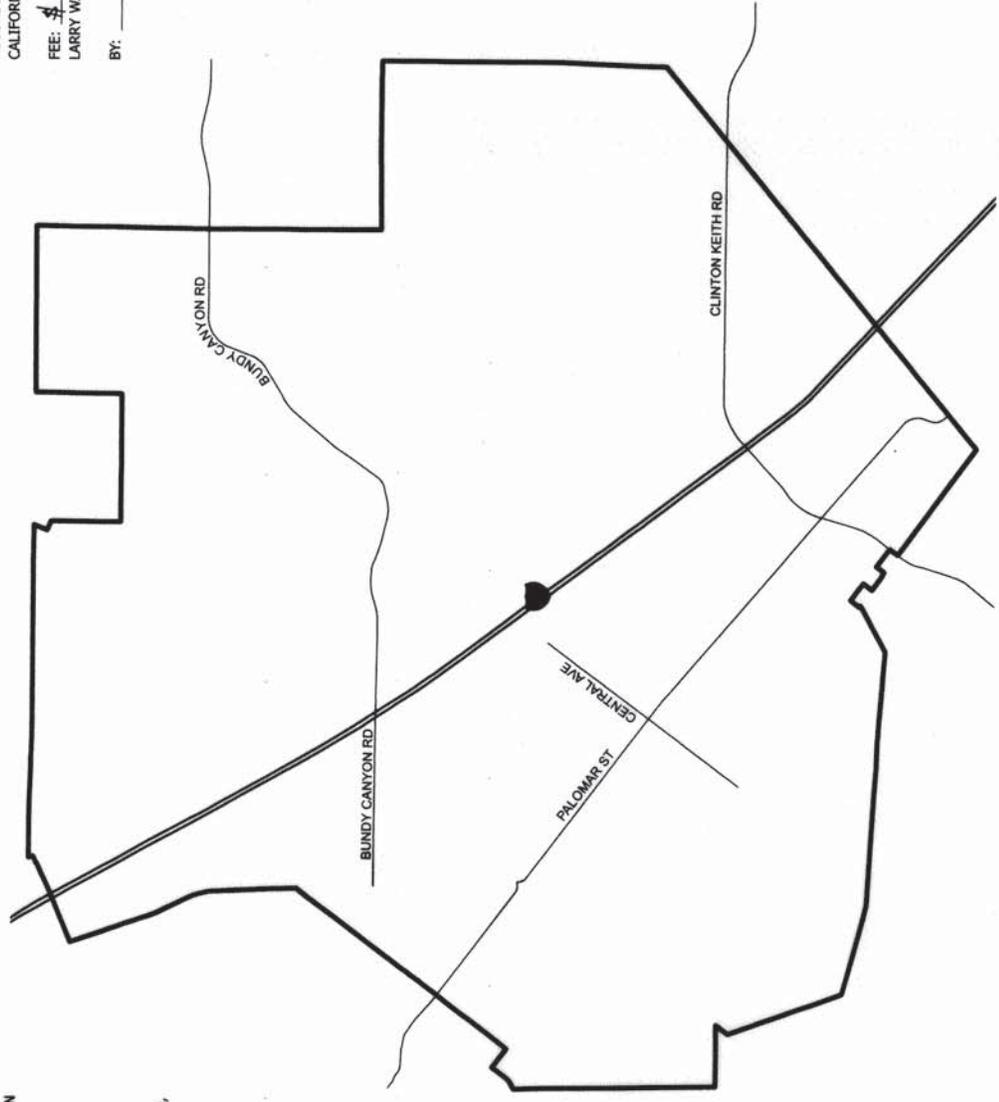
Shirani A. Shee
CITY CLERK
CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR,
THIS 14th DAY OF Feb., 2014

Shirani A. Shee
CITY CLERK
CITY OF WILDOMAR

RECORDED THIS 14th DAY OF FEBRUARY, 2014
AT THE HOUR OF 1:12 O'CLOCK PM IN BOOK 76
PAGE 68 OF MAPS OF ASSESSMENT AND COMMUNITY
FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY
RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA.

BY: Larry W. Ward
DEPUTY
FEE: \$ 10.00 NO.: 2014-006226
LARRY W. WARD, ASSESSOR, COUNTY CLERK, RECORDER



LEGEND
— ANNEXATION AREA BOUNDARY



NOT TO SCALE
W.O. 13-0124



EXHIBIT B

**SPECIAL TAX ELECTION
CITY OF WILDOMAR**

**ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 5**

(December 9, 2015)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 5 of the Community Facilities District No. 2013-1 (Services) ("CFD No. 2013-1") of the City of Wildomar:

<u>Name of Landowner</u>	<u>Number of Acres Owned</u>	<u>Total Votes</u>
Alta Colina, LLC	19.83	20

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the "Council") of the City of Wildomar (the "City"), the above-named landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by said landowner. The City has sent the enclosed ballot to you so that you may vote on whether or not to approve the special tax.

This special tax ballot is for the use of the property owner of the parcels identified below, which parcels are located within the territory proposed to be annexed to the CFD No. 2013-1, City of Wildomar, County of Riverside, State of California. Please advise the City Clerk, at (951) 677-7751 x 215 if the name set forth below is incorrect or if you are no longer one of the owners of these parcels. This special tax ballot may be used to express either support for or opposition to the proposed special tax. To be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

Mail

Delivery: If by mail, place ballot in the return envelope provided, and mail no later than November 25, 2015, two calendar weeks prior to the date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

Personal

Delivery: If in person, deliver to the City Clerk at any time up to 5:00 p.m. on December 9, 2015, at the Clerk's office at 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595.

However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on December 9, 2015.

Very truly yours,

Debbie A. Lee, CMC
City Clerk
City of Wildomar

EXHIBIT B

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT

Name & Address of Property Owner:	Assessor's Parcel Number(s):
Alta Colina, LLC Attn: Victor Zaccaglini 35667 Bovar Street Wildomar, CA 92595	362-180-042

**ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 5**

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

<u>SPECIAL TAX BALLOT MEASURE</u>	MARK "YES" OR "NO" WITH AN "X":
Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates and apportioned as described in Exhibit C to the Resolution Declaring its Intention to Annex Territory to Community Facilities District No. 2013-1 (Services) adopted by the City Council on October 14, 2015 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Map No. 5 of Community Facilities District No. 2013-1 (Services) City of Wildomar" to finance certain services as set forth in Section 4 to the Resolution (including incidental expenses) and shall an appropriation limit be established for Community Facilities District No. 2013-1 (Services) in the amount of special taxes collected?	YES _____ NO _____

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__.

Alta Colina, LLC

By: Victor Zaccaglini

Signature

Print Name

Manager
Title

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) ANNEXATION NO. 5

WHEREAS, the City Council (the "City Council") of the City of Wildomar (the "City") has heretofore conducted proceedings for the area proposed to be annexed to Community Facilities District No. 2013-1 (Services) (the "CFD No. 2013-1") of the City of Wildomar, including conducting a public hearing pursuant to Section 53339.5 of the Government Code; and

WHEREAS, at the conclusion of said public hearing, the City Council adopted a resolution calling a special election for December 9, 2015, and submitting to the qualified electors of the territory to be annexed to the CFD No. 2013-1 the question of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property as provided in the form of special election ballot; and

WHEREAS, a Certificate of Election Results, attached thereto as Exhibit A, dated December 9, 2015, executed by the City Clerk (or, in the absence of the City Clerk, the Acting City Clerk – in either case, the "Clerk"), has been filed with this Council, certifying that a completed ballot has been returned to the Clerk for each landowner-voter(s) eligible to cast a ballot in said special election, with all votes cast as "Yes" votes in favor of the ballot measure, and further certifying on said basis that the special mailed-ballot election was closed; and

WHEREAS, this Council has received, reviewed and hereby accepts the Clerk's Certificate of Election Results and wishes by this resolution to declare the results of the special mailed-ballot election;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR:

Section 1. Recitals. This Council finds and determines that the foregoing recitals are true and correct.

Section 2. Ballot Measure. This Council hereby finds, determines and declares that the ballot measure submitted to the qualified electors of the territory to be annexed to CFD No. 2013-1 has been passed and approved by those qualified electors in accordance with Sections 53328 and 53329 of the Government Code.

Section 3. Annexation. This Council hereby finds, determines and declares that pursuant to Section 53339.8 of the Government Code, the City Council is authorized to determine that the territory to be annexed has been added to and become a part of the CFD No. 2013-1 with full legal effect, and the City Council is also authorized, pursuant to said Section 53339.8, to annually levy special taxes within the territory to be annexed

to pay the costs of the services to be provided by the CFD No. 2013-1 as specified in Resolution No. 2015-49 adopted by the City Council on October 14, 2015. The boundaries of the territory annexed are shown on the map entitled, "Annexation Map No. 5 Community Facilities District No. 2013-1 (Services)" a copy of which was recorded, on November 19, 2015, in Book 79 of Maps of Assessment and Community Facilities Districts at Page 8, in the office of the Riverside County Recorder.

Section 4. Notice of Special Tax Lien. Pursuant to Section 53339.8 of the Government Code and Section 3117.5 of the Streets and Highways Code, the City Clerk shall cause to be filed with the County Recorder of the County of Riverside an amendment of the notice of special tax lien and a map of the amended boundaries of the CFD No. 2013-1 including the annexed territory.

Section 5. Effect. This resolution shall take effect from and after its adoption.

PASSED, APPROVED AND ADOPTED this 9th day of December, 2015.

Ben Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 5

CERTIFICATE OF ELECTION RESULTS

I, the undersigned, being the Deputy City Clerk or the Acting City Clerk, as the case may be, hereby certify:

In connection with the special mailed-ballot election called by the City Council (the "City Council") of the City of Wildomar (the "City") on this same date in the proceedings of the City Council for the annexation of territory to the above-entitled community facilities district, I personally received (a) a signed and dated waiver and consent form and (b) a signed, dated and marked election ballot(s) on behalf of the owner(s) listed below, the entity named as the sole landowner of the land within the boundary of the above-entitled community facilities district in the Certificate Regarding Registered Voters and Landowners, dated _____ 2015, and on file in the office of the City Clerk of the City in connection with the City Council actions on that date. Copies of the completed waiver and consent form and the completed ballot received by me and on file in my office are attached hereto.

Following such receipt, I have personally, and in the presence of all persons present, reviewed the ballot to confirm that it is properly marked and signed, and I hereby certify the result of that count to be that the ballot was cast in favor of the measure.

Based upon the foregoing, all votes that were cast having been cast "Yes", in favor of the ballot measure, the measure has therefore passed.

Landowner	Qualified Landowner Votes	Votes Cast	YES	NO
Alta Colina, Inc.	20	20		

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2015.

Debbie A. Lee
CMC City Clerk
City of Wildomar

By: _____

(Attach completed copies of Waiver/Consent and Ballots)

PETITION TO THE CITY COUNCIL OF THE CITY OF WILDOMAR REQUESTING ANNEXATION OF PROPERTY TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) WITHIN THE CITY OF WILDOMAR AND A WAIVER WITH RESPECTS TO CERTAIN PROCEDURAL MATTERS UNDER THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982 AND CONSENTING TO THE LEVY OF SPECIAL TAXES THEREON TO PAY THE COSTS OF SERVICES TO BE PROVIDED BY THE COMMUNITY FACILITIES DISTRICT

1. The undersigned requests that the City Council of the City of Wildomar, initiate and conduct proceedings pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act") (Government Code Section 53311 et seq.), for the annexation of the property described below to Community Facilities District No. 2013-1 (Services) and consents to the annual levy of special taxes on such property to pay the costs of services to be provided by Community Facilities District No. 2013-1 (Services).

2. The undersigned requests that the community facilities district provide any services that are permitted under the Act including, but not limited to, all necessary service, operations, administration and maintenance required to keep the landscape lighting, street lighting, flood control facilities, ground cover, shrubs, plants and trees, irrigation systems, graffiti removal, sidewalks and masonry walls, fencing entry monuments, tot lot equipment and associated appurtenant facilities within the district in a healthy, vigorous and satisfactory working condition.

3. The undersigned hereby certifies that as of the date indicated opposite its signature, it is the owner of all the property within the proposed boundaries of the community facilities district described in Exhibit A hereto and as shown on the map Exhibit B hereto.

4. The undersigned requests that a special election be held under the Act to authorize the special taxes for the proposed community facilities district. The undersigned waives any requirement for the mailing of the ballot for the special election and expressly agrees that said election may be conducted by mailed or hand-delivered ballot to be returned as quickly as possible to the designated election official, being the office of the City Clerk and the undersigned request that the results of said election be canvassed and reported to the City Council at the same meeting of the City Council as the public hearing on the annexation of the property to the community facilities district or at the next available meeting.

5. Pursuant to Sections 53326(a) and 53327(b) of the Act, the undersigned expressly waives all applicable waiting periods for the election and waives the requirement for analysis and arguments relating to the special election, and consents to not having such materials provided to the landowner in the ballot packet, and expressly waives any requirements as to the form of the ballot. The undersigned expressly waives all notice requirements relating to hearings and special elections (except for published notices required by the Act), and whether such requirements are found in the California Elections Code, the

California Government Code or other laws or procedures, including but not limited to any notice provided for by compliance with the provisions of Section 4101 of the California Elections Code.

6. The undersigned hereby consents to and expressly waives any and all claims based on any irregularity, error, mistake or departure from the provisions of the Act or other laws of the State and any and all laws and requirements incorporated therein, and no step or action in any proceeding relative to the annexation of property to the community facilities district of the portion of the incorporated area of the City of Wildomar or the special election therein shall be invalidated or affected by any such irregularity, error mistake or departure.

20 15, IN WITNESS WHEREOF, I hereunto set my hand this 16 day of July.

By: Victor Zaccagnini
Name: Victor Zaccagnini
Title: Manager

OWNER'S PROPERTY:

TRACT MAP OR PARCEL MAP NO.
or PROJECT NO. TR 29476

OWNER'S MAILING ADDRESS:

35667 Bovard Street
Wildomar, CA 92595

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY COUNCIL OF THE CITY OF WILDOMAR THIS ____ DAY OF _____, 20__.

City Clerk of the City Council of the
City of Wildomar

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of RIVERSIDE

On JULY 20, 2015 before me, RANDALL E. CAMPBELL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared VICTOR ZACCAGLIN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: 7/20/15
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: December 9, 2015

TO: Mayor and City Council Members
FROM: Dan York, Assistant City Manager
SUBJECT: Street Light Conversion

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

- 1) Direct staff to continue to participate with WRCOG in the regional street light acquisition program and the SCE streetlight valuation process.
- 2) Direct staff to establish a Street and Safety Lighting Standards and Guidelines for City owned developer installed metered lighting.
- 3) Direct staff to condition new development and work with existing developments that have not yet transferred street light ownership to SCE to install City owned street lighting.

BACKGROUND:

A presentation will be made by WRCOG staff about a regional Street Light Conversion Program. The program will generally:

- Assist the City in the valuation process to determine the feasibility to acquire SCE street lights.
- Provide sub-regional input on the acquisition process with neighboring cities.
- Develop a purchase and sales agreement with SCE and the city.
- Facilitate a streamlined transition process of acquiring the street lights.
- Assist in developing standards for street lighting zones and LED technology.
- Assist in financing options for street light purchase.
- Provide Street Light Administration of operations and maintenance contracts.

Currently, SCE has three rate structures for Street Lighting.

- LS-1 is a flat rate per pole for SCE owned poles. The city pays SCE the LS-1 rate to cover energy, facility, operations, and maintenance costs. The SCE cost is about \$14 per pole per month.

- LS-2 is a flat rate per pole for city owned poles. The city pays SCE the LS-2 rate to cover energy and facility costs. The City is responsible for operations and maintenance costs. The total SCE and City cost is about \$7 per pole per month for a similar Low Pressure Sodium lighting. And about \$6 per pole per month if the city converts to LED lighting.
- LS-3 rate is a metered rate for city owned poles. The LS-3 cost is based on electric usage plus a fixed facility charge per pole. The city is responsible for operations and maintenance costs. The total SCE and City cost is about \$6 per pole per month for new LED lighting.

There are approximately 1,500 street lights in the City of Wildomar. About 1400 are SCE owned poles and about 100 are Traffic Signal Safety lighting controlled by the City. The public street lights in the city are paid for under the LS-1 rate structure. A portion of the street lights are paid for through a County established Community Service Area (CSA) fee or a Lighting and Landscape Maintenance District (LLMD) assessment. The City now administers the CSA and LLMD and submits an annual report of the expected revenues and expenditures. New development pays for street lights through the city's Community Facilities District (CFD - Services). The balance of the street lights is paid for using gas tax revenue. The City currently spends \$237,000 annually on street lighting.

WRCOG recommends the city consider owning newly installed street lights. Currently, new development installs street lights and pays up to three years of the LS-1 rate until the cost is collected through the CSA, LLMD or CFD (Services) and the lights are transferred to SCE. These lights become SCE street lights under the LS-1 rate. For the city to own the street light either the LS-2 or LS-3 rate would be established. The new development would annex into the CFD Services. The CFD Services would cover the cost for the LS-2 or LS-3 rate plus the cost for operations and maintenance.

The existing city lights are low pressure sodium. Regionally a climate action plan goal is to replace low pressure sodium street lighting with LED street lighting. Currently SCE has not established a rate for LED street lighting nor does SCE offer a program to convert low pressure sodium lighting to LED lighting. Therefore, WRCOG is developing a program that will assist the city in purchasing the SCE lights and converting the lights to LED. The estimated cost to purchase the 1,400 SCE owned street lights is about \$1.1 million. The actual cost would be determined through a SCE valuation process. The cost to convert the street lights to LED is still be developed, but this will be identifies and included into the feasibility models and financing options as WRCOG continues to develop the program.

Based on estimates provided above, there appears to be a cost advantage to our new neighborhoods by having developers install city owned LED metered lights using the LS-3 rate structure. To accomplish this, staff will develop a Street and Safety Lighting Standards and Guidelines for the design and installation of a LED street light system. Staff would condition new development to install the LED street lights. And staff would

work with developers that currently have entitlements to consider LED street light installation.

FISCAL IMPACTS:

The cost for the valuation process with SCE is \$10,000 and has been paid for through a WRCOG Executive approval. The actual cost to acquire the street lights will be determined through a SCE valuation process. Staff estimates the valuation at \$1.1 million. The cost to retrofit of the existing lights to LED will be determined through WRCOG's consultant support. Staff estimates the retrofit cost at \$450,000.

Submitted by:
Dan York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Presentation

Regional Streetlight Program Activities Update

1. Program overview
2. What will this program accomplish?
3. How does a jurisdiction acquire SCE-owned streetlights?
4. Current status
5. Next steps
6. Timeline



Program overview

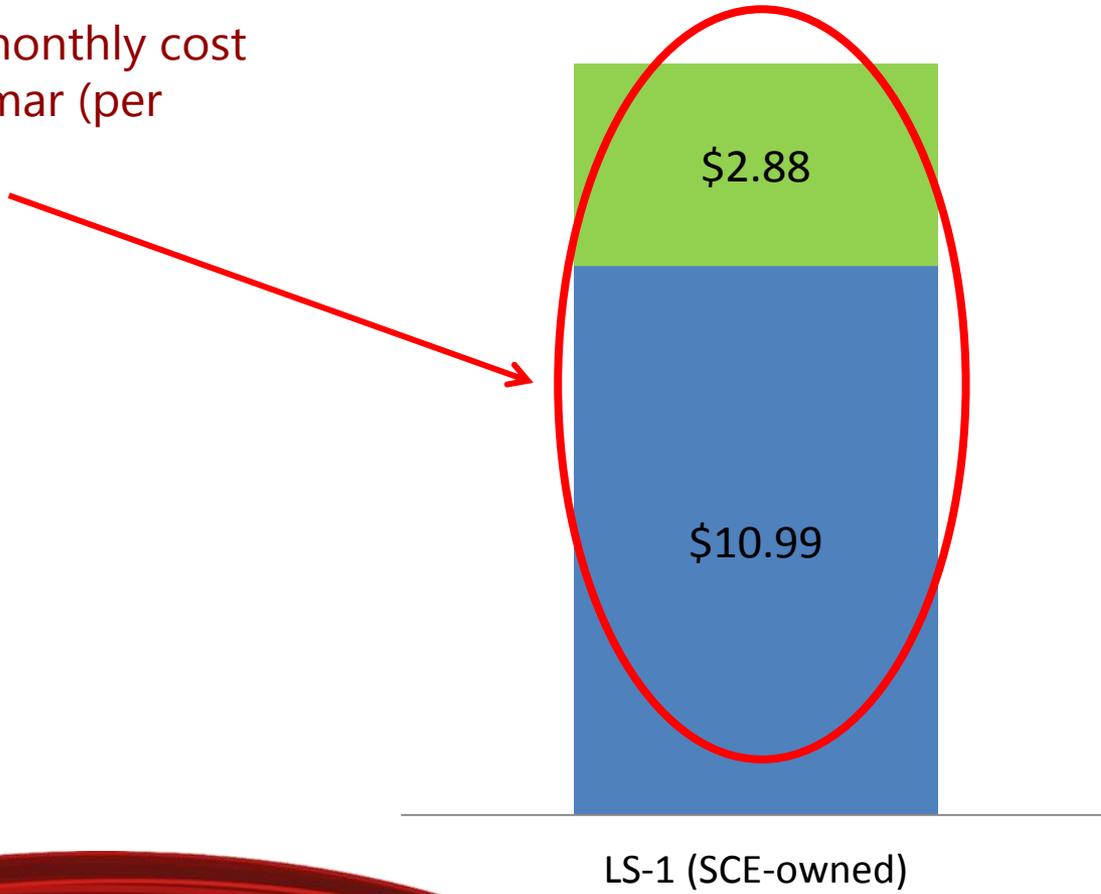
- Streetlights are a high utility cost for jurisdictions
 - 63,000+ SCE-owned streetlights in WRCOG subregion = \$10,000,000+ annually
 - SCE-owned streetlight rate has increased 55% since 2001.
- In December 2014, WRCOG Executive Committee directed staff to pursue the development and administration of a Regional Streetlight Program



Per month cost comparison

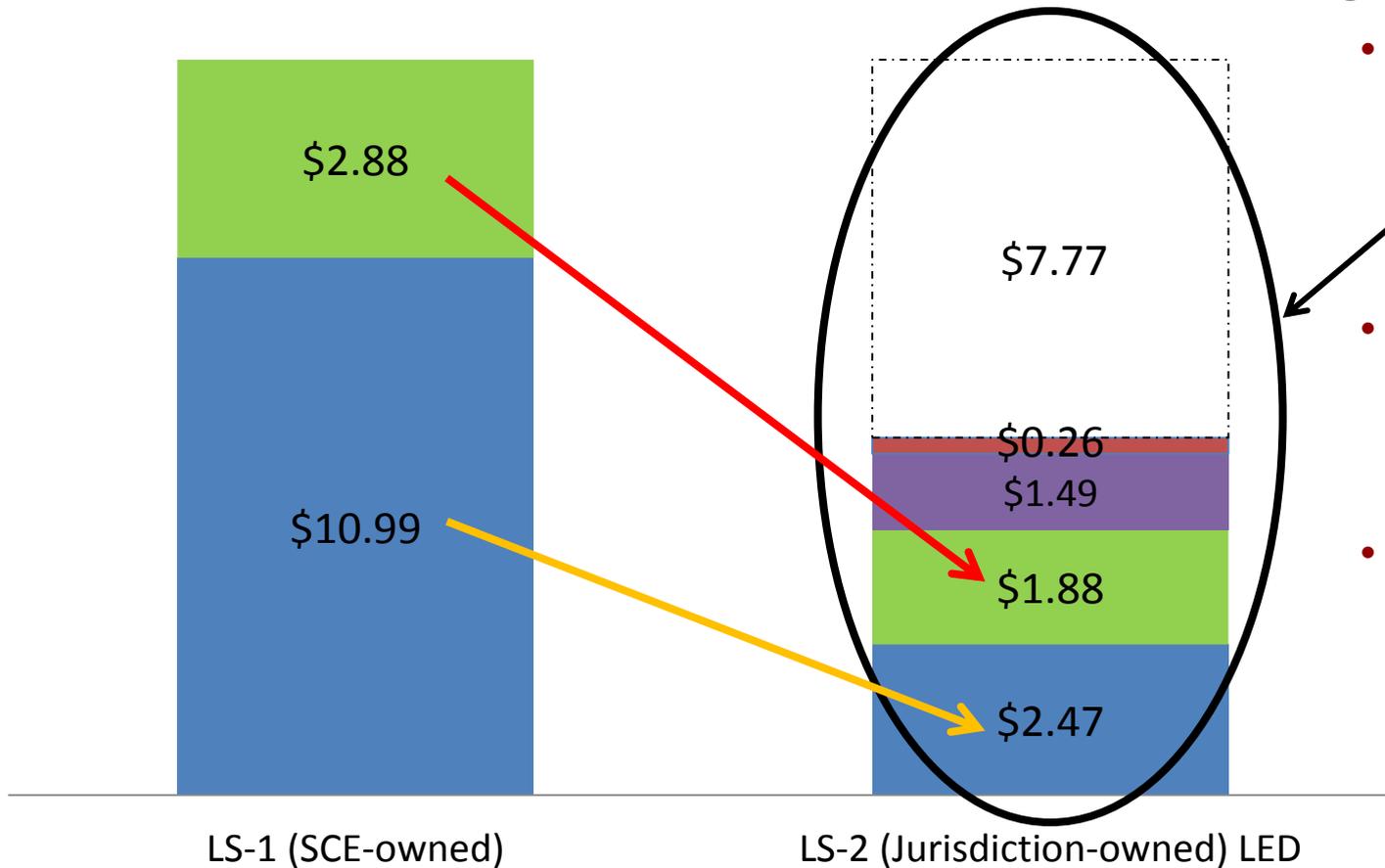
■ SCE Facilities ■ Energy

- Current monthly cost to Wildomar (per pole)



Per month cost comparison

■ SCE Facilities
 ■ Energy
 ■ O & M
 ■ WRCOG Admin
 □ Potential Savings



- Cost savings occur when streetlights are acquired
- Additional savings upon retrofit to LED
- Estimated \$7.77/pole per month in savings



What will this Program accomplish?

- 1 regional program vs. multiple (up to 16) separate similar programs
 - Administrative, operational, and maintenance cost efficiencies
- Reduce utility bill costs
- Reduce energy consumption
- Reduce streetlight maintenance
- Increase public safety
- Assist in meeting local and statewide energy and greenhouse gas goals
 - AB 32, SB 350, and local Energy Action Plan and Climate Action Plan goals



Additional benefits of streetlight ownership

- Streetlights are not simply a cost to cities, they can also be revenue generators, and real estate assets
- Upon ownership of streetlights, the City will have the ability to insert a wide variety of attachments to poles:
 - Banners (to promote community activities)
 - Dimmable technologies (to better control light output)
 - 3rd party attachments (to increase revenue)
 - Various attachments to create “Smart City” infrastructure opportunities

How does a jurisdiction acquire SCE-owned streetlights?

1. Jurisdiction to pay \$10,000 initial streetlight valuation fee (paid by WRCOG) to generate streetlight system sales price
2. Conduct two meetings
 1. Meeting with SCE to kick-off the valuation review process
 2. Meeting to provide jurisdiction with estimated sales price
3. WRCOG supports jurisdictions develop Purchase & Sales Agreement with SCE
4. SCE and jurisdiction submit agreement to CPUC
5. Following CPUC approval, SCE and jurisdictions enter into transition of streetlights



Current status

- 16 WRCOG jurisdictions and agencies are in SCE initial valuation process
 - Lake Elsinore, Murrieta and Temecula received SCE Initial Valuation reports
 - Remaining 13 jurisdictions (Wildomar included) will initiate and complete the process by December 2015
 - Non-binding process
- Consultant Assistance
 1. Support SCE streetlight acquisition and CPUC approval processes
 - Timeline – 2016/2017
 2. Develop regional streetlight design standards
 - Account for Dark Sky requirements (Mt. Palomar) and other land use lighting requirements
 - Implement regional test bed
 - Develop operation and maintenance plans
 - Timeline – 2016

Next steps

1. SCE Initial Valuation kick-off meetings – December 2015
2. Identify all financing options – January 2016
3. Recommending to interested jurisdictions that streetlights installed in new developments be transferred to jurisdictional ownership, not to SCE
 1. - This will mitigate/lessen the acquisition price
4. Schedule program feasibility meetings, after staff has received SCE valuation report, to assess feasibility of this Program
5. Continue to discuss subregional approach to additional valuation fees and acquisition support
6. Development of Purchase & Sales Agreement between SCE and each jurisdiction

Timeline

Regional Streetlight Program	Implementation Task	Responsible Party	Timeline												
			2015	2016				2017				Ongoing			
			Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
<i>SCE kick-off meeting to review valuation process</i>	SCE														
<i>Presentation of estimated sales price</i>	SCE														
<i>Support and development of purchase & sales agreement</i>	SCE / WRCOG / Jurisdiction														
<i>Finance options development (acquisition and retrofit)</i>	WRCOG / PFM / Jurisdiction														
<i>CPUC 851 application filing</i>	SCE														
<i>Development of LED testbed</i>	WRCOG / Jurisdictions														
<i>SCE transition of streetlights - 500-1500 poles per phase</i>	SCE / WRCOG														
<i>LED retrofit, administration of maintenance agreement</i>	WRCOG / Vendor														
<i>Ongoing operations and maintenance and updates to committees</i>	WRCOG														



Questions?

Contact Information:

Tyler Masters
Masters@wrcog.cog.ca.us



CITY OF WILDOMAR – CITY COUNCIL
Agenda Item # 3.2
GENERAL BUSINESS
Meeting Date: December 9, 2015

TO: Mayor and City Council Members

FROM: Gary Nordquist, City Manager

SUBJECT: Fourth Amendment to the Franchise Agreement with CR&R

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve and authorize the City Manager to sign the Fourth Amendment To Agreement Between The City Of Wildomar And CR&R Incorporated For The Collection And Transportation Of Solid Waste And Other Specified Services.

DISCUSSION:

AB 1826 added a new Chapter 12.9 regarding organic waste recycling to the Integrated Waste Management Act (Public Resources Code section 40000 et seq.), effective January 1, 2015. AB 1826 phases in mandatory recycling of “organic waste” (defined as “food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste”) for “businesses” (defined as “a commercial or public entity, including, but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit or nonprofit entity, or a multifamily residential dwelling”). Specifically, AB 1826 imposes the following schedule for mandatory organic waste recycling:

- April 1, 2016 - a business that generates eight cubic yards or more of organic waste per week shall arrange for organic waste recycling services.
- January 1, 2017 - a business that generates four cubic yards or more of organic waste per week shall arrange for organic waste recycling services.
- January 1, 2019 - a business that generates four cubic yards or more of commercial solid waste per week shall arrange for organic waste recycling services.
- January 1, 2020 - if the CalRecycle determines that statewide disposal of organic waste has not been reduced to 50 percent of the level of disposal during 2014, a business that generates two cubic yards or more per week of commercial solid waste shall arrange for organic waste recycling services, unless the department

determines that this requirement will not result in significant additional reductions of organics disposal.

In addition, AB 1826 requires local jurisdictions to adopt an “organic waste recycling program” by January 1, 2016 “that is appropriate for that jurisdiction and designed specifically to divert organic waste generated by businesses” that are required by AB 1826 to implement organic waste recycling. The Program may implement mandatory commercial organic waste recycling through a policy, ordinance and/or franchise.

The City has awarded CR&R an exclusive franchise to provide solid waste collection and disposal services in the portion of the City west of Interstate 15. CR&R has developed an anaerobic digester facility that is capable of recycling organic waste. CR&R has proposed to provide organic waste recycling services to all residential and commercial customers in its service area, and to divert the organic waste collected to its anaerobic digester facility. The proposed Fourth Amendment amends the franchise agreement to include provisions implementing the organic waste recycling program proposed by CR&R. If the Fourth Amendment is approved, CR&R will be requesting a rate increase for the organic waste recycling services effective July 1, 2016, and CR&R will commence organic waste recycling services on that same date. The first phase of mandatory organic waste recycling under AB 1826 commences on April 1, 2016; however, there does not appear to be any businesses within CR&R’s service area that generate enough organic waste per week to be subject to the mandatory organic waste recycling requirement that goes into effect on April 1. Therefore, delaying implementation of organic waste recycling to July 1 does not conflict with AB 1826.

The Fourth Amendment would also satisfy the City’s obligation under AB 1826 to adopt an organic waste recycling program by January 1, 2016 for CR&R’s service area. A separate organic waste recycling program is required for Waste Management’s service area east of Interstate 15.

FISCAL IMPACT:

The approval of this Fourth Amendment will not have any fiscal impact on the City. If approved, CR&R will be requesting that the City Council approve a rate increase to compensate CR&R for the additional organic waste recycling services it will be providing. The rate increase will be subject to Proposition 218 notice and hearing requirements. Any such rate increase may impact the City as a customer of CR&R.

Submitted & Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Attachment 1 – Fourth Amendment

Attachment 1 –

Fourth Amendment

to the

CR&R

Franchise Agreement

**FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF
WILDOMAR AND CR&R INCORPORATED FOR THE COLLECTION
AND TRANSPORTATION OF SOLID WASTE AND OTHER
SPECIFIED SERVICES**

This Fourth Amendment to Agreement between the City of Wildomar and CR&R Incorporated for the Collection and Transportation of Solid Waste and Other Specified Services ("Fourth Amendment") is entered into this ___ day of _____, 2015 by and between the City of Wildomar, a California general law city and municipal corporation ("City") and CR&R Incorporated, a California Corporation ("Franchisee").

RECITALS

WHEREAS, on or about June 10, 2009, the City and Franchisee entered into an Agreement for the Collection and Transportation of Solid Waste, Recyclable Materials, Green Waste, Construction Debris and Other Specified Services, which has been amended by the First Amendment and Second Amendment (individually and collectively, the "Agreement"); and,

WHEREAS, City and Franchisee desire to amend the Agreement to comply with the requirements of AB 1826, effective January 1, 2015, which requires the City to implement an organic waste recycling program by January 1, 2016, among other things.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this Fourth Amendment as follows:

1. **PURPOSE.** The purpose of this Fourth Amendment is to comply with the requirement of AB 1826 that the City adopt an organic waste recycling program by January 1, 2016. Franchisee shall develop City's organic waste recycling program for Franchisee's service area.

2. **DEFINITIONS.** Section 2 (Definitions) of the Agreement is amended as follows:

2.1 **Compost.** The definition of "compost" is amended to read as follows:

"G. Compost means the product resulting from the controlled biological decomposition of organic waste that is sources separated from the solid waste stream."

2.2 **Compost Facility.** The definition of "compost facility" is amended to read as follows:

"H. Compost Facility means a Solid Waste Facility that processes organic waste to produce compost or mulch."

2.3 Organic Waste. A new definition for the term organic waste is added as paragraph LL to read as follows:

“LL. Organic Waste means food scraps, green waste, nonhazardous wood waste, and compostable products that are mixed in with food waste.”

3. **AMENDMENTS**. The Agreement is hereby amended as provided below:

3.1 **PROVIDED SERVICES**. Exhibit “A” (Provided Services) is amended as follows:

The first paragraph under the heading “Three Can System” is amended to read as follows:

“We propose a three can system with refuse, commingled recycling and organic waste. The refuse, recyclable and organic waste containers will be collected on a weekly basis. Weekly collection increases participation and diversion, as well as eliminates odor concerns. The residents can place all recyclables in their grey container, all organic waste in their green container, and all refuse in their black container thereby reducing refuse disposal and collection costs.

3.2 **DIVERSION SERVICES**. Exhibit “H” (Diversion Services) is amended to read as follows:

“Upon completion of construction of its new Anaerobic Digester Facility, Grantee shall implement the following Organic Waste collection and processing programs:

(1) Grantee shall implement the collection and processing of Organic Waste from all single-family residential premises. Effective July 1, 2016, grantee shall also make available a Kitchen Food Scraps Pail, upon individual customer request, to single family residential service recipients. The first Food Scraps Pail will be provided at no cost to the resident. Grantee and City agree to negotiate a rate for Additional Food Scrap Pails, above and beyond the first pail, prior to the commencement of Organic Waste recycling services by Grantee.

(2) Grantee shall also provide Organic Waste Collection Programs for Commercial and Multi-Family customers. Food scraps, compostables and green waste may be comingled. The Organic Waste Programs shall be made available to all Commercial and Multi-Family customers, regardless of whether or not participation in such programs is required by the Public Resources Code.

(3) Grantee shall direct all Organic Waste, collected by Grantee within the City Limits of Wildomar, to its Anaerobic Digester Processing Facility (AD Facility) located in Perris, California. All Organic Waste processed in

the AD Facility shall be diverted from the landfill and receive diversionary credit as mandated by Cal Recycle.”

4. GENERAL PROVISIONS.

- 4.1 Remainder Unchanged. Except as specifically modified and amended in this Fourth Amendment, the Agreement remains in full force and effect and binding upon the parties.
- 4.2 Integration. This Fourth 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 Fourth Amendment.
- 4.3 Effective Date. This Fourth Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Franchisee. Notwithstanding any other provision of this Fourth Amendment, Franchisee shall not be obligated to provide organic waste recycling services until such time as rates for such services have been approved by the City Council.
- 4.4 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Fourth Amendment.
- 4.5 References. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Fourth Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this Fourth Amendment.

Signatures on Following Page

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

CITY OF WILDOMAR

By: _____

Gary Nordquist, City Manager

Date: _____

ATTEST:

Debbie Lee, City Clerk

APPROVED AS TO FORM

By: _____

Thomas D. Jex, City Attorney

CR&R INCORPORATED

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item # 3.3
GENERAL BUSINESS
Meeting Date: December 9, 2015

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: Organic Waste Recycling Program for Waste Management's Service Area

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution entitled:

RESOLUTION NO.2015 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA ADOPTING AN ORGANIC WASTE RECYCLING PROGRAM FOR THE
PORTION OF THE CITY WEST OF INTERSTATE 15

DISCUSSION:

AB 1826 added a new Chapter 12.9 regarding organic waste recycling to the Integrated Waste Management Act (Public Resources Code section 40000 et seq.), effective January 1, 2015. AB 1826 phases in mandatory recycling of "organic waste" (defined as "food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste") for "businesses" (defined as "a commercial or public entity, including, but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit or nonprofit entity, or a multifamily residential dwelling"). Specifically, AB 1826 imposes the following schedule for mandatory organic waste recycling:

- April 1, 2016 - a business that generates eight cubic yards or more of organic waste per week shall arrange for organic waste recycling services.
- January 1, 2017 - a business that generates four cubic yards or more of organic waste per week shall arrange for organic waste recycling services.
- January 1, 2019 - a business that generates four cubic yards or more of commercial solid waste per week shall arrange for organic waste recycling services.

- January 1, 2020 - if the CalRecycle determines that statewide disposal of organic waste has not been reduced to 50 percent of the level of disposal during 2014, a business that generates two cubic yards or more per week of commercial solid waste shall arrange for organic waste recycling services, unless the department determines that this requirement will not result in significant additional reductions of organics disposal.

In addition, AB 1826 requires local jurisdictions to adopt an “organic waste recycling program” by January 1, 2016 “that is appropriate for that jurisdiction and designed specifically to divert organic waste generated by businesses” that are required by AB 1826 to implement organic waste recycling. The Program may implement mandatory commercial organic waste recycling through a policy, ordinance and/or franchise.

The City has awarded Waste Management an exclusive franchise to provide solid waste collection and disposal services in the portion of the City east of Interstate 15. The franchise agreement grants Waste Management the exclusive right to collect “solid waste” from residential and non-residential customers in its service area. Solid waste is defined in the franchise agreement to include food waste and paper waste, both of which are considered to be “organic waste” under AB 1826. The franchise agreement also grants Waste Management the exclusive right to collect “recyclable materials” from residential customers, and from commercial and industrial customers “to the extent provided for in state or federal law.” Recyclable materials is defined to include green waste, which is also “organic waste” under AB 1826. The franchise agreement requires Waste Management to comply with the requirements of the Integrated Waste Management Act, including diversion requirements.

This resolution would satisfy the City’s obligation under AB 1826 to adopt an organic waste recycling program for Waste Management’s service area by January 1, 2016, and anticipates that Waste Management will work with the City in complying with AB 1826. A separate organic waste recycling program is required for CR&R’s service area east of Interstate 15, which has been provided for Council’s consideration in the form of an amendment to the franchise agreement with CR&R.

This resolution would require Waste Management to take steps to identify the businesses within its service area that must recycle organic waste under AB 1826 and potential organic waste recycling facilities. Waste Management must also provide education and outreach to businesses required to recycle organic waste and monitor their compliance with AB 1826. The first phase of mandatory organic waste recycling commencing on April 1, 2016 only applies to businesses that generate 8 cubic yards of organic waste per week, which is the equivalent of an area 12 feet wide by 3 feet tall by 6 feet deep. This is a very large volume of organic waste, and at this time it is not anticipated that any businesses in Waste Management’s service area would generate that amount of organic waste, though this must be verified by Waste Management. This resolution requires the City and Waste Management to enter into negotiations for an amendment to Waste Management’s franchise agreement to include provisions that clearly delineate Waste Management’s obligations with respect to the collection and

disposal of organic waste. After the franchise amendment is complete the City will then make any necessary amendments to its municipal code to implement those changes and to ensure that the City's code is consistent with AB 1826.

FISCAL IMPACT:

The approval of this resolution will not have any fiscal impact on the City.

Submitted & Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Attachment 1 – Resolution No. _____

Attachment 1 –

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF WILDOMAR, CALIFORNIA
ADOPTING AN ORGANIC WASTE
RECYLCING PROGRAM FOR THE PORTION
OF THE CITY EAST OF INTERSTATE 15**

RESOLUTION NO. ____ - _____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF WILDOMAR, CALIFORNIA
ADOPTING AN ORGANIC WASTE
RECYCLING PROGRAM FOR THE PORTION
OF THE CITY EAST OF INTERSTATE 15**

WHEREAS, AB 1826 amended the Integrated Waste Management Act (Public Resources Code § 40000 et seq.) to add a new Chapter 12.9 to the Act imposing regulations applicable to the recycling of organic waste; and

WHEREAS, the City has entered into an exclusive franchise agreement with Waste Management for solid waste collection and disposal services for the portion of the City east of Interstate 15 ("service area"), which requires Waste Management to comply with the Integrated Waste Management Act, including diversion goals; and

WHEREAS, Public Resources Code § 42649.81 phases in organic waste recycling requirements for businesses, with the first phase commencing on April 1, 2016 and requiring businesses that generate more than 8 cubic yards of organic waste per week to recycle their organic waste; and

WHEREAS, Public Resources Code § 42649.82 requires cities and counties to adopt an organic waste recycling program on or before January 1, 2016, which may include a requirement for mandatory organic waste recycling through a franchisee; and

WHEREAS, the City desires for Waste Management to provide organic waste recycling services consistent with AB 1826 within its service area; and

WHEREAS, the City Council and CR&R Incorporated have approved an amendment to the franchise agreement for the portion of the City west of Interstate 15 that serves as the organic waste recycling program required by AB 1826 for CR&R's service area.

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

SECTION 1. Adoption of Organic Waste Recycling Program.

The City Council adopts this Resolution No. ____ as its organic waste recycling program for Waste Management's service area, as required by Public Resources Code section 42649.82.

SECTION 2. Organic Waste Recycling Program.

The Organic Waste Recycling Program for Waste Management's service area shall consist of the following elements:

(a) *Mandatory Organic Waste Recycling for Businesses.* Businesses within Waste Management's service area shall recycle their organic waste consistent with the requirements of Public Resources Code section 42649.81. For the purposes of this subsection "businesses" shall have the same meaning as provided in Public Resources Code section 42649.8, which defines businesses to mean "a commercial or public entity, including, but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit or nonprofit entity, or a multifamily residential dwelling."

(b) *Report of Organic Waste Generators.* Waste Management shall prepare a report identifying "organic waste generators," as that term is defined in Public Resources Code § 42649.8, within its service area, and submit such report to the City.

(c) *Information Regarding Organic Waste Recycling Facilities.* Waste Management shall compile the information listed in Public Resources Code § 42649.82(d)(1)(A) and (B) regarding organic waste recycling facilities and compostable material handling operations, and submit such information to the City.

(d) *Amend Franchise Agreement.* The City and Waste Management shall enter into negotiations for an amendment to the existing franchise agreement to clearly delineate Waste Management's obligations with respect to the collection and disposal of organic waste and implement any necessary changes to the approved fees to implement such amendment. At a minimum, this franchise amendment shall require Waste Management to collect and dispose of organic waste from businesses required to recycle organic waste under Public Resources Code § 42649.81, and provide public education and outreach regarding organic waste recycling to such businesses.

(e) *Amend Municipal Code.* The City will amend its municipal code provisions regarding solid waste collection and disposal if necessary to incorporate the requirements of AB 1826 and the amendment to the franchise agree with Waste Management.

(f) *Public Education and Outreach.* Waste Management shall develop a program of education and outreach to businesses subject to mandatory organic waste recycling under Public Resources Code § 42649.81, and monitor the compliance of such businesses with AB 1826.

SECTION 3. Authorized Signatures. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

SECTION 4. Clerk's Certification. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED on this 9th day of December, 2015.

Ben Benoit
Mayor

ATTEST:

Debbie A. Lee
City Clerk

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.4
GENERAL BUSINESS
Meeting Date: December 9, 2015

TO: Mayor and City Council Members
FROM: Debbie A. Lee, City Clerk
SUBJECT: Appointment of Mayor and Mayor Pro Tem for 2016

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council appoint a Mayor and Mayor Pro Tem for 2016.

BACKGROUND:

In accordance with Resolution No. 09 - 72, the Mayor and Mayor Pro Tem appointments are to be done at the City Council's meeting in December of each year. The term of the appointments will run the calendar year, from January 1 through December 31 of 2016.

FISCAL IMPACTS:

Minimal impact for letterhead and business cards.

ATTACHMENTS:

Resolution No. 09-72

RESOLUTION NO. 09 – 72

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA , REPEALING RESOLUTION NO. 08-09 AND ESTABLISHING A
METHOD FOR THE SELECTION AND APPOINTMENT OF A MAYOR AND MAYOR
PRO TEMPORE**

WHEREAS, the City of Wildomar was incorporated on July 1, 2008, as a General Law City of the State of California; and

WHEREAS, the City Council of Wildomar adopted Resolution 08-09 on July 1, 2008, establishing method for the selection and appointment of a mayor and mayor pro tempore for the City; and

WHEREAS, the City Council now wishes to repeal Resolution 08-09 and establish a new method for selection and appointment of a mayor and mayor pro tempore for the City in accord with the provisions of Government Code Section 36801.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR
HEREBY RESOLVES AS FOLLOWS:**

Section 1. Repeal of Resolution 08-09. Resolution 08-09 is hereby repealed in its entirety.

Section 2. Selection of Mayor and Mayor Pro Tempore. The City Council shall select one member of the City Council to serve as Mayor and one member of the City Council to serve as Mayor Pro Tempore by a simple majority vote of the City Council. This selection shall be on an annual basis at the first meeting of the City Council in December of each year.

Section 3. Term of Office for Mayor and Mayor Pro Tempore. The Mayor and Mayor Pro Tempore serve at the pleasure of the City Council. The regular term of office for the Mayor and Mayor Pro Tempore shall be for one calendar year, commencing on January 1st and continuing through December 31st of each year. Should the Mayor or the Mayor Pro Tempore be removed, or the position vacated before his or her one year term of service is complete, a new Council Member shall be selected immediately thereafter to succeed to the office for the remainder of the one year term. Selection of the Mayor and Mayor Pro Tempore may occur at any regular, special, or adjourned meeting of the City Council.

PASSED, APPROVED AND ADOPTED this 28th day of October, 2009.



Scott Farnam
Mayor

APPROVED AS TO FORM:

ATTEST:



Julie Hayward Biggs
City Attorney



Debbie A. Lee, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF WILDOMAR)

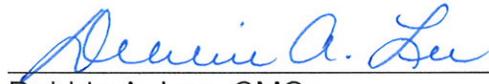
I, Debbie A. Lee, CMC, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 09-72 was duly adopted at a regular meeting held on October 28, 2009, by the City Council of the City of Wildomar, California, by the following vote:

AYES: Mayor Farnam, Mayor Pro Tem Moore, Council Members Ade, Cashman, Swanson

NOES: None

ABSTAIN: None

ABSENT: None



Debbie A. Lee, CMC
City Clerk
City of Wildomar

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.5
GENERAL BUSINESS
Meeting Date: December 9, 2015

TO: Mayor and City Council Members

FROM: Debbie A. Lee, City Clerk

SUBJECT: Committees, Commissions, and Boards Appointments for 2016

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council review the list of committees, commissions, and board appointments and make appointments, and/or delete Subcommittees as appropriate.

DISCUSSION:

Annually at the City Council's December meeting, Staff brings the appointments list of the Council Committees, Commissions and Boards. Now that it has been one year since the last appointments and the Council has had an opportunity to attend the various meetings throughout the year, the Council may feel that they would like to make some changes.

One recommended change to this list is to add a Franchise Subcommittee to discuss agreements and various topics for items such as utilities and waste hauling. At this time it would be appropriate for the City Council to make changes to the list, or if the Council is satisfied with the current committees and appointments, no changes need to be made.

ATTACHMENTS:

List of committees, commissions, and boards as of 12-10-14.

CITY COUNCIL COMMITTEES, COMMISSIONS, BOARDS
(As of 12-10-14)

Economic Development (Appointed 02-10-10)	Marsha Swanson Tim Walker
EVMWD Meets on the second Tuesday of every other month at 9:00 a.m. at the Animal Shelter	Ben Benoit Tim Walker
Finance (Appointed 05-13-09)	Bob Cashman Bridgette Moore
Intergovernmental Relations Subcommittee	Ben Benoit Tim Walker
Lake Elsinore Unified School District (Appointed 10-14-09)	Bob Cashman Bridgette Moore
Parks Subcommittee	Bridgette Moore Marsha Swanson
Southwest Coalition	Bridgette Moore Marsha Swanson
Trails (Appointed 03-24-10)	Bob Cashman Tim Walker
City Hall Facilities Ad Hoc	Marsha Swanson Ben Benoit

REGIONAL COMMITTEES, COMMISSIONS, BOARDS
Reviewed and Re-appointed/Re-designated 12-10-14

Autism Task Force
(Appointed May 12, 2010)
Meets as needed.

Bridgette Moore

League of California Cities

Tim Walker, Voting Delegate
Ben Benoit, Alternate

Meets annually at the League's Annual Conference

PARSAC

Meets in May and December in Sacramento

Marsha Swanson, Director
Janet Morales, Alternate

RCA

Western Riverside County Regional Conservation Authority

Meets the first Monday of each month at 1:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside (This committee meets every month in the same room one hour before WRCOG meets).

Ben Benoit
Bob Cashman, Alternate

RCHCA

Riverside County Habitat Conservation Agency

Ben Benoit
Bob Cashman, Alternate

RCTC

Riverside County Transportation Commission

Meets the second Wednesday of each month at 9:30 a.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

Ben Benoit
Tim Walker, Alternate

RTA

Riverside Transit Agency

Meets the fourth Thursday of each month at 3:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

Bridgette Moore
Marsha Swanson, Alt.

SCAG

Southern California Association of Governments

Meets annually in June of each year.

Ben Benoit
Tim Walker, Alternate

Southwest Community Financing Authority
(Animal Shelter)

Meets as needed.

Bridgette Moore
Ben Benoit, Alternate

WRCOG

Western Riverside Council of Governments

Meets the first Monday of each month at 2:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

Ben Benoit
Marsha Swanson, Alternate

Youth, Family & Health Regional Task Force
(Appointed 02-13-13)

Ben Benoit
Bridgette Moore

**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
NOVEMBER 12, 2015**

CALL TO ORDER

The regular session of November 12, 2015, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Benoit at 8:46 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

Trustees Roll Call showed the following Members in attendance: Trustees Cashman, Swanson, Walker, Vice Chair Moore, and Chair Benoit. Members absent: None.

Staff in attendance: General Manager Nordquist, Assistant General Manager York, District Counsel Jex, and Clerk of the Board Lee.

PUBLIC COMMENTS

There were no speakers.

BOARD COMMUNICATIONS

There were no comments.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Trustee Walker, seconded by Vice Chair Moore, to approve the agenda as presented.

MOTION carried, 5-0, by the following vote:

YEA: Cashman, Swanson, Walker, Vice Chair Moore, Chair Benoit

NAY: None

ABSTAIN: None

ABSENT: None

4.0 CONSENT CALENDAR

A MOTION was made by Trustee Walker, seconded by Vice Chair Moore, to approve the Consent Calendar as presented.

MOTION carried, 5-0, by the following vote:

YEA: Cashman, Swanson, Walker, Vice Chair Moore, Chair Benoit

NAY: None

ABSTAIN: None

ABSENT: None

4.1 Minutes – October 14, 2015 Regular Meeting

Approved the Minutes as submitted.

4.2 Warrant Register

Approved the following:

1. Warrant Register dated 10-15-2015, in the amount of \$909.10;
2. Warrant Register dated 10-21-2015, in the amount of \$1,072.57; &
3. Warrant Register dated 10-29-2015, in the amount of \$679.41.

5.0 PUBLIC HEARINGS

There were no items scheduled.

6.0 GENERAL BUSINESS

6.1 Justin Hunt Memorial Location

Clerk Lee read the title.

General Manager Nordquist presented the staff report.

Brandon Benline, Boy Scout, stated he is in favor of this project.

Gary Andre, resident, stated he is in favor of the project.

A MOTION was made by Trustee Swanson, seconded by Vice Chair Moore, to approve the location and placement of the Justin Hunt Memorial at the Wildomar Cemetery.

MOTION carried, 5-0, by the following vote:

YEA: Cashman, Swanson, Walker, Vice Chair Moore, Chair Benoit

NAY: None
ABSTAIN: None
ABSENT: None

GENERAL MANAGER REPORT

There was no report.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business Chair Benoit declared the meeting adjourned at 9:05 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
Clerk of the Board

Ben Benoit
Chair

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.2
CONSENT CALENDAR
Meeting Date: December 9, 2015

TO: Chairman and Board of Trustees
FROM: James Riley, Finance Director
PREPARED BY: Rochelle Johnson, Acting Accounting Manager
SUBJECT: Warrant Register

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 11-05-2015, in the amount of \$2,104.43;
2. Warrant Register dated 11-12-2015, in the amount of \$622.15;
3. Warrant Register dated 11-19-2015, in the amount of \$951.82; &
4. Warrant Register dated 11-25-2015, in the amount of \$497.72.

DISCUSSION:

The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

FISCAL IMPACT:

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

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Voucher List 11/05/2015
Voucher List 11/12/2015
Voucher List 11/19/2015
Voucher List 11/25/2015

Voucher List
City of Wildomar

11/05/2015 2:18:15PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205430	11/5/2015	000367 CINTAS CORPORATION	55180646 55183261		STAFF UNIFORM MAINTENANCE STAFF UNIFORM MAINTENANCE	42.72 42.72
					Total :	85.44
205431	11/5/2015	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	7696091		9/14/15-10/15/15 CEMETERY WATER SERVICE	1,075.14
					Total :	1,075.14
205432	11/5/2015	000342 FENCE MASTERS	510301A		REPAIR/REPLACE CHAIN LINK FENCE - CEMETE	195.00
					Total :	195.00
205433	11/5/2015	000631 LABOR READY	20260699		10/17/15-10/23/15 CEMETERY LABOR	630.44
					Total :	630.44
205434	11/5/2015	000020 VERIZON	101915		10/19/15-11/18/15 CEMETERY VOICE/INTERNE	118.41
					Total :	118.41
5 Vouchers for bank code : wf						Bank total : 2,104.43
5 Vouchers in this report						Total vouchers : 2,104.43

Voucher List
City of Wildomar

11/11/2015 3:49:01PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205474	11/12/2015	000631 LABOR READY	20286765		10/24/15-10/30/15 CEMETERY LABOR	622.15
					Total :	622.15
					1 Vouchers for bank code : wf	Bank total : 622.15
					1 Vouchers in this report	Total vouchers : 622.15

Voucher List
City of Wildomar

11/19/2015 3:36:42PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205492	11/19/2015	000367 CINTAS CORPORATION	55185931 55188541		STAFF UNIFORM MAINTENANCE STAFF UNIFORM MAINTENANCE	42.72 42.72
Total :						85.44
205493	11/19/2015	000011 CR&R INC.	283343		NOV 2015 WASTE SERVICES - 3 YD COMMERCIAL	129.54
Total :						129.54
205494	11/19/2015	000608 DEJONG, PETER	110415		CEMETERY DRINKING WATER	18.50
Total :						18.50
205495	11/19/2015	000631 LABOR READY	20321244		CEMETERY LABOR 10/31/15-11/06/15	630.44
Total :						630.44
205496	11/19/2015	000186 RIGHTWAY	95763		10/30/15-11/26/15 CEMETERY RESTROOM MAIN	87.90
Total :						87.90
5 Vouchers for bank code : wf						Bank total : 951.82
5 Vouchers in this report						Total vouchers : 951.82

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: December 9, 2015

TO: Mayor and City Council Members
FROM: James R. Riley, CPA, Finance Director
PREPARED BY: Rochelle Johnson, Acting Accounting Manager
SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Treasurer's Report for October, 2015.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of October, 2015.

FISCAL IMPACT:

None at this time.

Submitted by:
James R. Riley, CPA
Finance Director

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Treasurer's Report

**WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
October 2015**

DISTRICT INVESTMENT

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>DAYS TO MAT.</u>	<u>STATED RATE</u>
EDWARD JONES	\$ 125,812.60	\$ 125,812.60	\$ 125,812.60	100.00%	0	0.000%
TOTAL	\$ 125,812.60	\$ 125,812.60	\$ 125,812.60	100.00%		

<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS/ PURCHASES</u>	<u>WITHDRAWALS/ SALES/ MATURITIES</u>	<u>ENDING BALANCE</u>	<u>STATED RATE</u>
EDWARD JONES	\$ 124,919.21	\$ 893.39	\$	\$ 125,812.60	0.000%
TOTAL	\$ 124,919.21	\$ 893.39	\$ 0.00	\$ 125,812.60	

TOTAL INVESTMENT	\$ 125,812.60
------------------	---------------

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.

	<u>12/1/2015</u>
James A. Riley, CPA Finance Director	Date