

CITY OF WILDOMAR CITY COUNCIL
AND WILDOMAR CEMETERY DISTRICT AGENDA

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

DECEMBER 12, 2012
Council Chambers
23873 Clinton Keith Road



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

Frank Oviedo
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA DECEMBER 12, 2012

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 (a) to confer with legal counsel with regard to the following matter of pending litigation: Martha Bridges and John Burkett v. City of Wildomar; Riverside Superior Court Case Number 1216373.
2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (c) to confer with legal counsel with regard to one matter of potential initiation of litigation.

ANNOUNCEMENT

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

A. SPECIAL ORDER OF BUSINESS

- A.1 Certification of November 6, 2012, General Municipal Election**
RECOMMENDATION: That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2012 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL
ELECTION HELD ON TUESDAY, NOVEMBER 6, 2012, DECLARING
THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

SPECIAL PRESENTATIONS

Swearing in of Council Members-Elect Bob Cashman and Bridgette Moore

REFRESHMENT BREAK

RECONVENE OPEN SESSION

PRESENTATIONS

Clinton Keith Interchange Construction Project Update

Presentation to City Manager Frank Oviedo

Fire Department Update

Police Department Quarterly Update

PUBLIC COMMENTS

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

APPROVAL OF THE AGENDA AS PRESENTED

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

1.0 CONSENT CALENDAR

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

1.1 Reading of Ordinances

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

1.2 Warrant and Payroll Registers

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

1. Warrant Register dated 11-08-12 in the amount of \$178,886.59;
2. Warrant Register dated 11-15-12 in the amount of \$97,856.71;
3. Warrant Register dated 11-21-12 in the amount of \$28,955.52;
4. Warrant Register dated 11-29-12 in the amount of \$26,241.11; &
5. Payroll Register dated 11-30-12 in the amount of \$48,585.21.

1.3 Treasurer's Report

RECOMMENDATION: Staff recommends that the City Council approve the Treasurer's Report for October, 2012.

1.4 Sidewalks to Schools Improvement Project - George Avenue

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

RESOLUTION NO. 2012 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CONTRACT CHANGE ORDER NUMBER 1, ACCEPTING THE SIDEWALKS TO SCHOOLS IMPROVEMENT PROJECT GEORGE AVENUE IMPROVEMENTS AS COMPLETE, AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

1.5 FY12 Emergency Management Performance Grant Program (EMPG) Award

RECOMMENDATION: Staff recommends that the City Council accept \$10,876 in funding from Riverside County's FY12 EMPG Program.

1.6 FY12 Homeland Security Grant Program (HSGP) Award

RECOMMENDATION: Staff recommends that the City Council accept \$5,751 in funding from Riverside County's FY12 HSGP Program.

- 1.7 **Traffic Signal Improvements – Bundy Canyon Road/Mission Trail**
RECOMMENDATION: Staff recommends that the City Council accept the improvements and approve reduction of Bond No. PB101637000016 for traffic signal improvements at Mission Trail and Bundy Canyon Road to \$23,200.

2.0 PUBLIC HEARINGS

- 2.1 **Budget – First Quarter Report**
RECOMMENDATION: Staff recommends that the City Council open the public hearing and reschedule the item to the January 9, 2013 City Council meeting.

3.0 GENERAL BUSINESS

- 3.1 **City Manager Contract**
RECOMMENDATION: Staff recommends that the City Council review and approve the City Manager contract which has been negotiated by the Ad Hoc Committee. City Council may recess into closed session prior to discussion of the contract per Government code section 54957.6 if they wish to further discuss the parameters of the negotiations for the contract with the Ad Hoc Committee: Conference with labor negotiators: Mayor and Mayor Pro-Tem; Unrepresented Employee: City Manager.
- 3.2 **Wildomar Parks Plans**
RECOMMENDATION: Staff recommends that the City Council discuss plans for parks funding and operations and provide direction to staff and the Ad-hoc Parks Sub-Committee.
- 3.3 **Request for Flood Channel Service Access Road – Trail Usage**
RECOMMENDATION: Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2012 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REQUESTING RIVERSIDE COUNTY FLOOD CONTROL AGENCY FOR ACCESS, TO FLOOD CHANNEL SERVICE ACCESS ROADS FOR CITY OF WILDOMAR TRAIL IMPROVMENTS AND USE

3.4 Final Map and Subdivision Improvement Agreement for Tentative Tract Map 31736, Oak Springs Ranch (08-0015)

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

RESOLUTION NO. 2012 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING FINAL MAP FOR TENTATIVE TRACT MAP 31736, OAK SPRINGS RANCH, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT

3.5 Agreement to Form the Lake Elsinore and Canyon Lake Total Maximum Daily Load (TMDL) Task Force

RECOMMENDATION: Staff recommends that the City Council approve and authorize the City Manager to execute the Agreement to form the Lake Elsinore and Canyon Lake TMDL.

3.6 City-Wide Traffic Calming Speed Hump Policy

RECOMMENDATION: Staff recommends that the City Council provide direction to staff whether or not to proceed with the development of a city wide speed hump policy.

3.7 Council Communications Placement on Agenda

RECOMMENDATION: Staff recommends that the City Council consider revising the agenda to move council communications from the end of the agenda to the beginning.

3.8 Mayor and Mayor Pro Tem Appointments for 2013

RECOMMENDATION: Staff recommends that the City Council appoint a Mayor and Mayor Pro Tem for 2013.

3.9 Committees, Commissions, and Boards Appointments for 2013

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

CITY MANAGER REPORT

CITY ATTORNEY REPORT

COUNCIL COMMUNICATIONS

FUTURE AGENDA ITEMS

ADJOURN THE CITY COUNCIL

In accordance with Government Code Section 54952.3, I, Debbie A. Lee, City Clerk of the City of Wildomar, 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 established for public comments is three minutes per speaker. Prior to taking action on any open session agenda item, the public will be permitted to comment at the time it is considered by the Board.

APPROVAL OF THE AGENDA AS PRESENTED

The Board of Trustees to approve the agenda as it is herein presented, or if it 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 14, 2012 Regular Meeting

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

4.2 Warrant Register

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

1. Warrant Register dated 11-08-12, in the amount of \$1,485.96;
2. Warrant Register dated 11-15-12, in the amount of \$557.92;
3. Warrant Register dated 11-21-12, in the amount of \$152.35; &
4. Warrant Register dated 11-29-12, in the amount of \$3,208.05;

4.3 Treasurer's Report

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Treasurer's Report for October, 2012.

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

6.1 Chairman & Vice Chairman Appointments for 2013

RECOMMENDATION: Staff recommends that the Board of Trustees appoint a Chairman and Vice Chairman for 2013.

GENERAL MANAGER REPORT

CEMETERY DISTRICT COUNSEL REPORT

BOARD COMMUNICATIONS

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

2013 City Council/Wildomar Cemetery District Regular Meeting Schedule

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

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

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

I, Debbie A. Lee, Wildomar City Clerk, do certify that on December 7, 2012, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

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



Debbie A. Lee, CMC, City Clerk

CITY OF WILDOMAR – COUNCIL
Agenda Item #A.1
SPECIAL ORDER OF BUSINESS
Meeting Date: December 12, 2012

TO: Mayor and City Council Members
FROM: Debbie A. Lee, City Clerk
SUBJECT: Certification of November 6, 2012 General Municipal Election

STAFF REPORT

RECOMMENDATION:

That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2012 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,
RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY,
NOVEMBER 6, 2012, DECLARING THE RESULT AND SUCH OTHER MATTERS AS
PROVIDED BY LAW

BACKGROUND:

The City of Wildomar consolidated the City's Second General Municipal Election with the County of Riverside. The election was held on Tuesday, November 6, 2012, for the purpose of electing two Council Members for a full term of four years, and also to submit to the voters Measure Z regarding the City's parks.

The County of Riverside Registrar of Voters Office certified the election on November 26, 2012, and the official certification was received on November 29, 2012. The official results are:

Member of the City Council:

Bob Cashman – 4039

R. Richard Cary – 1334

Mitch Miller – 3808

Bridgette Moore - 4874

Measure Z:

Yes – 7056 (68.59%)

No – 3231 (31.41%)

At this time the City Council will need to certify the election results as approved by the voters of Wildomar.

FISCAL IMPACT:

\$30,000 has been budgeted for the election. The City has not received the invoice from the County as of the printing of this report.

Submitted by:
Debbie A. Lee, CMC
City Clerk

Approved by:
Frank Oviedo
City Manager

ATTACHMENTS:

Resolution No. 2012 - _____
Certificate of Registrar of Voters (Official canvass)
Ordinance No. 71 – Wildomar Parks

RESOLUTION NO. 2012 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2012, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Wildomar, California, on Tuesday, November 6, 2012, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Riverside County Election Department canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the whole number of ballots cast in the precincts except vote by mail voter ballots and provisional ballots was 5,389.

That the whole number of vote by mail voter ballots cast in the City was 5,698, making a total of 11,087 ballots cast in the City.

SECTION 2. That the names of persons voted for at the election for Member of the City Council are as follows:

Bob Cashman
R. Richard Cary
Mitch Miller
Bridgette Moore

That the measure voted upon at the election is as follows:

Measure Z – Wildomar Parks

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates and for and against the measure were as listed in Exhibit "A" attached.

SECTION 4. The City Council does declare and determine that:
Bob Cashman was elected as Member of the City Council for the full term of four years;
and

Bridgette Moore was elected as Member of the City Council for the full term of four years.

That as a result of the election, a 66 2/3rds% majority of the voters voting on Measure Z, "An Ordinance of the City of Wildomar, California, Adding A New Chapter 3.18 To The Wildomar Municipal Code Authorizing A Special Tax To Provide Funding For Wildomar Community Parks and Community Park Related Facilities, Programs and Services" (attached as Exhibit "B") did vote in favor of it, and that the measure was carried, and shall be deemed adopted and ratified.

SECTION 5. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of ballots cast in the City; (2) The names of the persons voted for; (3) The measure voted upon; (4) For what office each person was voted for; (5) The number of votes given at each precinct to each person, and for and against each measure; (6) The total number of votes given to each person, and for and against each measure.

SECTION 6. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 12th day of December, 2012.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

EXHIBIT B

ORDINANCE NO. 71

**AN ORDINANCE OF THE CITY OF WILDOMAR,
CALIFORNIA, ADDING A NEW CHAPTER 3.18 TO THE
WILDOMAR MUNICIPAL CODE AUTHORIZING A
SPECIAL TAX TO PROVIDE FUNDING FOR WILDOMAR
COMMUNITY PARKS AND COMMUNITY PARK RELATED
FACILITIES, PROGRAMS AND SERVICES**

The people of the City of Wildomar do ordain as follows:

SECTION 1. ADDITION OF CHAPTER 3.18. A new chapter 3.18 entitled "Save Wildomar Community Parks Funding Measure" is hereby added to Title 3 "Revenue and Finance" of the Wildomar Municipal Code, and shall read as follows:

"Chapter 3.18 – SAVE WILDOMAR COMMUNITY
PARKS FUNDING MEASURE

3.18.010 – Authority to Adopt Measure. This chapter and the tax authorized herein are adopted pursuant to the provisions of the California Constitution, Articles XIII A §4 and XIII C §2, and pursuant to Sections 50075 *et seq.* and 53722 *et seq.* of the California Government Code.

3.18.020 – Purpose. The tax authorized by this chapter is solely for the purpose of raising revenue to pay for the availability of and the funding, repair, operating and maintenance of community parks and community park related facilities, programs and services within the City of Wildomar. The tax is not imposed as an *ad valorem* tax on real property, nor a transaction tax or sales tax on the sale of real property. The proceeds of the tax will be deposited in a special fund and shall be restricted for the purposes stated above. As such, the tax is a special tax.

3.18.030 – Use of Proceeds. Tax proceeds raised pursuant to this chapter may only be used for Wildomar community park purposes as specified in Section 3.18.020, including, but not limited to, maintaining clean public restrooms, maintaining safe playground equipment, restoring safety lighting, removing graffiti, maintaining sports fields, and maintaining landscaping and public structures situated in Wildomar community parks. Tax proceeds raised pursuant to this chapter may also be used for audit reports as set forth in this chapter.

3.18.040 – Annual Report. An annual report shall be prepared and filed with the City Council of the City as provided in Sections 50075.1 and 50075.3 of the California Government Code, and shall contain (a) the amount of funds collected and expended, and (b) the status of the community park and community park facilities, programs and services funded by the tax proceeds raised pursuant to this chapter, including the costs of staff, utilities, materials, contract services and other items related to the repair and

maintenance of community parks and community park facilities.

3.18.050 – Annual Audit. The Director of Finance shall cause the City’s independent auditor to perform an annual audit of the expenditure of the proceeds of the tax imposed by this chapter.

3.18.060 – Oversight Committee. By no later than March 1, 2013, the City Council shall establish a Wildomar Community Parks Funding Measure Citizen’s Oversight Advisory Committee to advise the City Council regarding the collection and expenditure of tax revenues collected under the authority of this chapter. The Committee shall consist of at least five members, who shall be residents of the City. The terms of the Committee members and their specific duties shall be established by resolution of the City Council.

3.18.070 – Special Tax Fund. Tax proceeds raised pursuant to this chapter shall be deposited into a special fund in the City treasury, to be designated the “Wildomar Community Parks Special Tax Fund,” and appropriated and expended only for the purposes authorized by this chapter.

3.18.080 – Special Tax. Commencing as of July 1, 2013 and continuing annually thereafter, there is imposed a tax on all parcels in the City for the privilege of using community park and community park related facilities, programs and services and the availability of such facilities, programs and services. The maximum tax rate imposed hereby shall not exceed Twenty-Eight Dollars (\$28.00) per parcel per year. For purposes of this chapter, “parcel” means a unit of real estate in the City as shown on the most current official assessment role of the Riverside County Assessor.

3.18.090 – Collection of Special Tax. The tax imposed by this chapter shall be due and payable on July 1 of each year, but it may be paid in two (2) installments due no later than the immediately following December 10 and April 10. The tax shall be delinquent if not received on or before the delinquency date set forth in the notice mailed to the address of the owner of the parcel as shown on the most current assessment roll of the Riverside County Tax Collector. The tax authorized under this chapter shall be collected by the Riverside County Tax Collector in accordance with applicable procedures, and the tax may only be included on the annual tax bill sent out by the Riverside County Tax Collector.

3.18.100 – Collection of Unpaid Special Taxes. The amount of any tax imposed on a parcel by this chapter, together with any penalties for nonpayment, shall be deemed a debt to the City. In the event of a delinquency in the payment of any such tax and penalties, the City may bring an action in its name against the owner of the parcel with respect to which the tax is delinquent for collection of the amounts owing. In any such action, the City shall also be entitled to recover its attorneys’ fees and costs and administrative expenses.

3.18.110 – Penalty for Nonpayment. A penalty of Five Dollars (\$5.00) is hereby imposed on all taxpayers who fail to pay the tax imposed by this chapter when due. In

addition, if the tax remains unpaid as of July 1 of the following year, an additional penalty of Five Dollars (\$5.00) shall be imposed on all amounts unpaid. Every penalty imposed under the provisions of this chapter shall become a part of the tax herein required to be paid.

3.18.120 – Exemptions. The tax imposed by this chapter shall not apply to the owner of any parcel that is legally exempt therefrom.

3.18.130 – Regulations. The City Council is authorized to promulgate such regulations as it deems necessary in order to implement the provisions of this chapter.

3.18.140 – Amendment. This chapter may not be amended by the City Council to increase the tax imposed hereunder without applicable voter approval. Subject to the foregoing, the City Council may amend this chapter without voter approval to clarify its provisions or to make technical corrections, including conforming the collection provisions of this chapter with applicable State law.

3.18.150 – Severability. If any provision, sentence, clause, section or part of this chapter is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality, or invalidity shall affect only such provision, sentence, clause, section or part of this chapter and shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this chapter. It is hereby declared to be the intention of the people of the City of Wildomar, that this chapter would have been adopted had such unconstitutional, illegal or invalid provision, sentence, clause, section or part thereof not been included herein.

3.18.160 – Challenge. Any action to challenge the tax imposed by this chapter shall be brought pursuant to Government Code Section 50077.5 and Code of Civil Procedure Section 860 et seq.



Kari Verjil
Registrar of Voters

Rebecca Spencer
Assistant Registrar of Voters

**REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE**

**CERTIFICATE OF REGISTRAR OF VOTERS
TO THE RESULTS OF THE CANVASS OF ELECTION RETURNS**

State of California)
) ss.
County of Riverside)

I, KARI VERJIL, Registrar of Voters of said County, do hereby certify that, in pursuance of the provisions of Sections 15301, 15372, and 15374 of the California Elections Code, and the resolution adopted by the City Council, I did canvass the returns of the votes cast on November 6, 2012, as part of the Consolidated Presidential General Election in the

CITY OF WILDOMAR

and I further certify that the statement of votes cast, to which this certificate is attached, shows the whole number of votes for each candidate for elective office and for and against each measure at said election, in said City, and in each precinct therein, and that the totals as shown for said election are full, true, and correct.

Dated this 26th day of November 2012.



KARI VERJIL
Registrar of Voters

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED PRESIDENTIAL ELECTION

100081	CITY COUNCIL MEMBER, CITY OF WILDOMAR													
	Registration	Ballots Cast	Turnout (%)		BOB CASHMAN	R. RICHARD CARY	MITCH MILLER	BRIDGETTE MOORE						
14000 WILDOMAR	1057	391	36.99		132	30	105	167						
14000 - Vote by Mail Reporting	1057	316	29.90		116	54	121	139						
14003 WILDOMAR	957	365	38.14		149	25	108	182						
14003 - Vote by Mail Reporting	957	336	35.11		140	51	111	169						
14007 WILDOMAR	939	374	39.83		140	30	119	169						
14007 - Vote by Mail Reporting	939	333	35.46		135	38	121	160						
14008 WILDOMAR	812	286	35.22		112	20	88	134						
14008 - Vote by Mail Reporting	812	280	34.48		115	36	77	148						
14009 WILDOMAR	1042	409	39.25		139	49	147	155						
14009 - Vote by Mail Reporting	1042	418	40.12		174	55	143	221						
14012 WILDOMAR	1095	451	41.19		168	43	147	195						
14012 - Vote by Mail Reporting	1095	381	34.79		142	51	131	188						
14013 WILDOMAR	1105	458	41.45		144	47	132	203						
14013 - Vote by Mail Reporting	1105	379	34.30		151	60	132	163						
14014 WILDOMAR	1378	550	39.91		194	54	192	204						
14014 - Vote by Mail Reporting	1378	522	37.88		219	53	196	295						
14018 WILDOMAR	237	20	8.44		0	1	0	2						
14018 - Vote by Mail Reporting	237	139	58.65		39	21	50	55						
14020 WILDOMAR	1454	496	34.11		155	55	156	190						
14020 - Vote by Mail Reporting	1454	530	36.45		199	60	195	226						
14026 WILDOMAR	1655	607	36.68		196	75	211	217						
14026 - Vote by Mail Reporting	1655	673	40.66		278	96	255	303						
14028 WILDOMAR	583	27	4.63		9	1	13	8						
14028 - Vote by Mail Reporting	583	421	72.21		151	54	164	210						
14030 WILDOMAR	1598	590	36.92		163	84	202	239						
14030 - Vote by Mail Reporting	1598	621	38.86		249	110	243	262						
14033 WILDOMAR	986	365	37.02		114	33	108	131						
14033 - Vote by Mail Reporting	986	349	35.40		118	48	141	139						
Precinct Totals	14898	5389	36.17		1813	547	1728	2196						
Vote by Mail Reporting Totals	14898	5698	38.25		2226	787	2080	2678						
Grand Totals	14898	11087	74.42		4039	1334	3808	4874						
RIVERSIDE COUNTY	14898	11087	74.42		4039	1334	3808	4874						
42nd Congressional District	14898	11087	74.42		4039	1334	3808	4874						
28th Senatorial District	14898	11087	74.42		4039	1334	3808	4874						
67th Assembly District	14898	11087	74.42		4039	1334	3808	4874						
St. Bd of Equalization Dist. 4	14898	11087	74.42		4039	1334	3808	4874						
1st SUPERVISORIAL DISTRICT	14898	11087	74.42		4039	1334	3808	4874						
City of Wildomar	14898	11087	74.42		4039	1334	3808	4874						

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.2
CONSENT CALENDAR
Meeting Date: December 12, 2012

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

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated 11-08-12 in the amount of \$178,886.59;
2. Warrant Register dated 11-15-12 in the amount of \$97,856.71;
3. Warrant Register dated 11-21-12 in the amount of \$28,955.52;
4. Warrant Register dated 11-29-12 in the amount of \$26,241.11; &
5. Payroll Register dated 11-30-12 in the amount of \$48,585.21.

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 2012-13 Budgets.

Submitted by:
Gary Nordquist
Assistant City Manager

Approved by:
Frank Oviedo
City Manager

ATTACHMENTS:

Voucher List 11/8/2012
Voucher List 11/15/2012
Voucher List 11/21/2012
Voucher List 11/29/2012
Payroll Warrant Register November 30, 2012

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11/08/2012 5:09:32PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201704	11/8/2012	000458 AMERICAN FENCE COMPANY, INC.	7152		CODE ENF PROFESSIONAL SERVI	425.00
					Total :	425.00
201705	11/8/2012	000022 EDISON	11212		ZONE 73 LMD 89-1 ELECT 10/1/12-1	97.73
			11212A		CSA 103 PALOMAR ELECT 10/1/12-	32.74
					Total :	130.47
201706	11/8/2012	000012 ELSINORE VALLEY MUNICIPAL, WATER	5747085		WATER SRVCS CSA 103 9/20/12-10.	100.54
			5747086		WATER SRVCS CSA 103 9/20/12-10.	438.48
					Total :	539.02
201707	11/8/2012	000072 INTERWEST CONSULTING GROUP	13322		CONTRACTUAL SERVICES SEPT 2012	113,963.28
					Total :	113,953.28
201708	11/8/2012	000178 MORALES, JANET	81012		EDUCATIONAL REIMBURSEMENT	1,500.00
					Total :	1,500.00
201709	11/8/2012	000084 MUNISERVICES, LLC	0000029197		STARS SERVICE QRTR ENDING JU	392.90
					Total :	392.90
201710	11/8/2012	000052 PAL OFFICE PRODUCTS	11583		CHECKS	37.70
					Total :	37.70
201711	11/8/2012	000042 PV MAINTENANCE, INC.	005-138	0000061	CONTRACTUAL SERVICES SEPT 2012	53,598.01
					Total :	53,598.01
201712	11/8/2012	000443 THE LEW EDWARDS GROUP	0060	0000058	PROVIDE SURVEY AND PROJECT I	5,000.00
					Total :	5,000.00
201713	11/8/2012	000469 T-MOBILE WEST CORPORATION	11612		10-0363 DEVELOPER DEPOSIT REI	470.42
					Total :	470.42
201714	11/8/2012	000006 WELLS FARGO PAYMENT REMITTANCE,	101012		CITY COUNCIL MEETING SUPPLIES	14.65
			101012		CITY COUNCIL MEETING SUPPLIES	7.57
			101112		EOC ACTIVATION SUPPLIES	18.80
			10112		RETURN: BUILDING & SAFETY KEY	-144.81
			101312		NON-DEPARTMENTAL SUPPLIES	51.39

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201714	11/8/2012	000006	WELLS FARGO PAYMENT REMITTANCE, (Continued)			
			101412		ONLINE QUICKBOOKS SUBSCRIPT	23.97
			101712		CITY CLERK OFFICE SUPPLIES	62.60
			10212		NEW LAW/ELECTION CONFERENC	162.60
			10212		DEPARTMENTAL/OFFICE SUPPLIES	339.23
			10412		NON-DEPARTMENTAL CONFERENC	92.20
			10412		GRANT: CESA CONFERENCE REIM	300.12
			10412		GRANT: CESA CONFERENCE REIM	209.82
			10812		GRANT: IAEM REGISTRATION FEE	20.80
			10812		CITY WEBSITE 9 YEAR RENEWAL	123.95
			10812A		CITY WEBSITE DOMAIN RENEWAL	120.12
			10912		FIRE STATION EXPENSES	454.00
			10912		NON-DEPARTMENTAL OFFICE SUPP	101.78
			10912		NON-DEPARTMENTAL OFFICE SUP	19.37
			10912		GRANT: IAEM REIMBURSABLE TRA	10.00
			10912		CITY COUNCIL MEETING SUPPLIES	32.19
			10912		GRANT: IAEM REIMBURSABLE TRA	129.40
			10912		GRANT: WIFI TRAVEL- REIMBURSA	12.00
			10912A		GRANT: IAEM REIMBURSABLE TRA	246.60
			10912A		GRANT: IAEM REIMBURSABLE TRA	7.00
			92112		FIRE STATION EXPENSES	119.61
			92512		PLANNING DEPT SUPPLIES- MONI	255.81
			92712		FIRE STATION EXPENSES	26.91
			92812		CEMETERY OFFICE SUPPLIES	22.11
					Total :	2,839.79
11	Vouchers for bank code :	wf			Bank total :	178,886.69
11	Vouchers in this report				Total vouchers :	178,886.59

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Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201724	11/15/2012	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	AUG&SEPT12		ANIMAL CONTROL SRVCS AUG&SE	11,200.00
					Total :	11,200.00
201725	11/15/2012	000028 CALPERS	813		MEDICAL PREMIUM NOV 2012	9,116.50
					Total :	9,116.50
201726	11/15/2012	000035 COUNTY OF RIVERSIDE, TLMA	TL0000009160		AUG 2012 SLF COSTS	588.32
					Total :	588.32
201727	11/15/2012	000045 COUNTY OF RIVERSIDE, TRANSPORTAT	101712		BUNDY CANYON/ SCOTT RD WIDE	50,000.00
					Total :	50,000.00
201728	11/15/2012	000011 CR&R INC.	0261569		DUMP & RETURN 40YD BOX/ DISPC	724.17
					Total :	724.17
201729	11/15/2012	000022 EDISON	111612A 11612 11612 11612B 11612B 11712		CSA 22 ELECTRICAL 10/1/12-11/1/12 CITY LAMPS ELECTRICAL 10/1/12-1 CITY LAMPS ELECTRICAL 9/1/9-9/1, CSA 103 ELECTRICAL 9/1/09-11/1/11, CSA 103 ELECTRICAL 10/1/12-11/1/ CSA 142 ELECTRICAL 10/1/12-11/1/	2,975.29 76.66 -10,904.28 -3,460.51 13,293.69 1,981.85
					Total :	3,962.70
201730	11/15/2012	000016 INNOVATIVE DOCUMENT SOLUTIONS	122522		COPIER SERVICES 10/1/12-11/1/12	465.16
					Total :	465.16
201731	11/15/2012	000366 LAWYERS TITLE COMPANY	00646368		SIDEWALKS TO SCHOOLS IMPROV	550.00
					Total :	550.00
201732	11/15/2012	000184 NORTH COUNTY TIMES AND, THE CALIF	102312		NEWSPAPER SUBSCRIPTION -52 V	165.00
					Total :	165.00
201733	11/15/2012	000018 ONTRAC	7551240		SHIPPING CHARGES	29.43
					Total :	29.43
201734	11/15/2012	000185 PITNEY BOWES	615415		POSTAGE METER RENTAL 12/16/12	96.98

Page: 1

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Voucher List
City of Wildomar

Page: 2

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201734	11/15/2012	000185 000185 PITNEY BOWES	(Continued)			Total : 96.98
201735	11/15/2012	000131 RCAWRC	103112		MSHCP OCT 2012	287.38
						Total : 287.38
201736	11/15/2012	000051 RIVERSIDE HABITAT CONSERVATION, A	103112		KRAT FEE OCT 2012	500.00
						Total : 500.00
201737	11/15/2012	000242 SWRCB	WD-0082083		FY 12/13 ANNUAL MUNICIPAL STOF	7,279.00
						Total : 7,279.00
201738	11/15/2012	000475 THE SAN DIEGO UNION-TRIBUNE, LLC	296654		PUBLIC NOTICES	235.74
						Total : 235.74
201739	11/15/2012	000064 TYLER TECHNOLOGIES	045-74079 045-76616		WRCOG/SCE GRANT: WEB PREMI WRCOG/SCE GRANT: PERMITS & I	7,200.00 634.68
						Total : 7,834.68
201740	11/15/2012	000020 VERIZON	11112 11112A		OFFICE TELEPHONE CHRGS 11/1/1 TELEPHONE CHRGS 11/1/12-11/30/	628.50 37.41
						Total : 665.91
201741	11/15/2012	000055 WRCOG	103112		TUMF FEES OCT 2012	4,155.74
						Total : 4,155.74
18 Vouchers for bank code : wf						Bank total : 97,856.71
18 Vouchers in this report						Total vouchers : 97,856.71

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Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
201744	11/21/2012	000312 ADAME LANDSCAPE, INC.	48925	0000035	MONTHLY LANDSCAPE MAINT NOV	125.00	
					Total :	125.00	
201745	11/21/2012	000031 AFLAC, REMITTANCE PROCESSING, CE	8308		MEDICAL INSURANCE BENEFITS N	475.45	
					Total :	475.45	
201746	11/21/2012	000033 AMERICAN FORENSIC NURSES	62221 62236 62310		BLOOD DRAW BLOOD DRAW BLOOD DRAW	82.16 646.88 267.56	
					Total :	1,016.60	
201747	11/21/2012	000028 CALPERS	102112 103112 11412		CONTRIBUTIONS 10/8/12-10/21/12 CITY COUNCIL CONTRIB 10/1/12-10/1/12 CONTRIBUTIONS 10/22/12-11/4/12	5,024.63 363.25 5,024.63	
					Total :	10,412.51	
201748	11/21/2012	000036 DATAQUICK	B1-2096362		CODE ENF SOFTWARE 10/1/12-10/1/12	150.00	
					Total :	150.00	
201749	11/21/2012	000027 DIRECT TV	19119584961		CABLE SERVICES 11/12/12-12/11/12	89.99	
					Total :	89.99	
201750	11/21/2012	000022 EDISON	111612		ELECTRICAL SERVICES 9/14/12-11/14/12	2,192.02	
					Total :	2,192.02	
201751	11/21/2012	000024 GUARDIAN	111512		DENTAL/VISION BENEFITS DEC 2012	1,441.26	
					Total :	1,441.26	
201752	11/21/2012	000304 JOE A. GONSALVES & SON	23270	0000060	CONTRACTUAL SERVICES DECEMBER	3,000.00	
					Total :	3,000.00	
201753	11/21/2012	000435 STRATA OAK, LLC C/O STRATA, EQUITY	12112		CITY HALL MONTHLY LEASE DEC 2012	10,052.69	
					Total :	10,052.69	
10 Vouchers for bank code : wf						Bank total :	28,955.52
10 Vouchers in this report						Total vouchers :	28,955.52

Page: 1

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Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
201759	11/29/2012	000008 AT&T MOBILITY	11202012		COUNCIL DATA PACKAGE 11/13/12-	87.31	
					Total :	87.31	
201760	11/29/2012	000028 CALPERS	111412		MEDICAL PREMIUM DEC 2012	9,116.50	
					Total :	9,116.50	
201761	11/29/2012	000046 COUNTY OF RIVERSIDE, DEPT ENVIROI	111412		ENVIRONMENTAL HEALTH JULY-SE	72.60	
					Total :	72.60	
201762	11/29/2012	000059 DIAMOND W. EVENTS, INC.	112612	0000065	CONTRACTUAL SERVICES NOV 20	5,150.00	
					Total :	5,150.00	
201763	11/29/2012	000077 EXEC-U-CARE	111912		MEDICAL INSURANCE CITY COUNC	421.80	
					Total :	421.80	
201764	11/29/2012	000079 LAN WAN ENTERPRISE	44941		WRCOG/SCE GRANT: PERMIT SYS	120.00	
					Total :	120.00	
201765	11/29/2012	000083 LSL CPAS	5685		2012 FINANCIAL AUDIT/YEAR END	6,273.00	
					Total :	6,273.00	
201766	11/29/2012	000473 METROPOLITAN TRANSPORTATION, CO AR7990		0000066	PAVEMENT MANAGEMENT PROG E	5,000.00	
					Total :	5,000.00	
8 Vouchers for bank code : wf						Bank total :	26,241.11
8 Vouchers in this report						Total vouchers :	26,241.11

Page: 1

City of Wildomar
Payroll Warrant Register
November 30, 2012

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
11/9/2012	Payroll People	10/20-11/2/12	22,402.38
11/23/2012	Payroll People	11/3-11/16/12	24,794.06
11/30/2012	Payroll People	11/1-11/30/12	1,385.77
		TOTAL	<u>48,582.21</u>

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.3
CONSENT CALENDAR
Meeting Date: December 12, 2012

TO: Mayor and City Council Members
FROM: Gary Nordquist, Assistant City Manager
SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the Treasurer's Report for October, 2012.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of October, 2012.

FISCAL IMPACT:

None.

Submitted by:
Gary Nordquist
Assistant City Manager

Approved by:
Frank Oviedo
City Manager

ATTACHMENTS:

Treasurer's Report

CITY OF WILDOMAR
 TREASURER'S REPORT FOR
 CASH AND INVESTMENT PORTFOLIO
October 2012

CITY CASH

FUND	ACCOUNT	INSTITUTION	BALANCE	RATE
All	All	WELLS FARGO	\$ 3,856,256.10	0.00%
		TOTAL	\$ 3,856,256.10	

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	\$ 4,225,750.54	\$ 386,242.25	\$ (755,736.69)	\$ 3,856,256.10	0.000%
		TOTAL	\$ 4,225,750.54	\$ 386,242.25	\$ (755,736.69)	\$ 3,856,256.10	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	\$ 1,537,534.55	\$ 1,537,534.55	\$ 1,537,534.55	100.00%	0	0.340%
	TOTAL	\$ 1,537,534.55	\$ 1,537,534.55	\$ 1,537,534.55	100.00%		

CITY - TOTAL CASH AND INVESTMENT \$ 5,393,790.65

CITY INVESTMENT

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	\$ 1,537,534.55	\$ 0.00	\$ 0.00	\$ 1,537,534.55	0.340%
	TOTAL	\$ 1,537,534.55	\$ 0.00	\$ 0.00	\$ 1,537,534.55	

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.

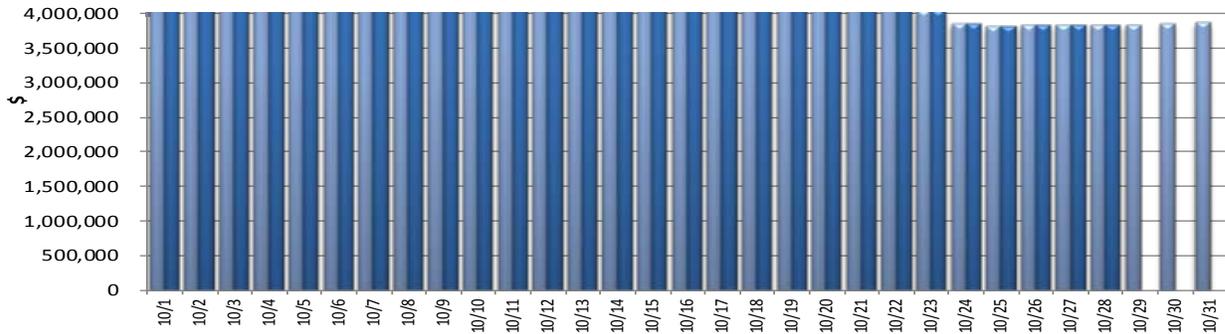
 Gary Nordquist
 ACM Finance & Administration /
 City Treasurer

 Date



October 2012

Daily Cash Balance All Funds Checking Only Pool Report Balance



Fiscal Year	Ending Balance	Monthly Net Activity
July 2010	3,008,802	3,008,802
Aug 2010	3,860,503	851,700
Sept 2010	3,069,412	(791,091)
Oct 2010	2,992,344	(77,068)
Nov 2010	2,365,924	(626,420)
Dec 2010	3,199,019	833,094
Jan 2011	2,661,091	(537,927)
Feb 2011	2,799,932	138,841
Mar 2011	2,469,738	(330,194)
Apr 2011	2,949,832	480,094
May 2011	3,527,489	577,658
June 2011	3,140,774	(386,715)
July 2011	3,276,828	136,054
August 2011	2,322,372	(954,456)
Sept 2011	2,354,797	32,425
October 2011	1,980,825	(373,972)
Nov 2011	2,003,652	22,826
Dec 2011	2,819,704	816,052
Jan 2012	3,459,306	639,602
Feb 2012	2,106,711	(1,352,595)
Mar 2012	2,102,433	(4,279)
Apr 2012	3,052,012	949,579
May 2012	5,602,180	2,550,168
June 2012	4,566,993	(1,035,187)
July 2012	4,200,028	(366,965)
August 2012	4,109,986	(90,042)
Sept 2012	4,225,751	115,764
Oct 2012	3,856,256	(369,494)

October 2012		
Date	Ending Balance In Whole \$	Net Change from Prior Day
10/1	4,199,457	-
10/2	4,253,832	54,375
10/3	4,237,801	(16,031)
10/4	4,208,886	(28,916)
10/5	4,216,294	7,408
10/6	4,121,612	(94,681)
10/7	4,121,612	-
10/8	4,121,612	-
10/9	4,200,766	79,154
10/10	4,260,282	59,516
10/11	4,219,097	(41,185)
10/12	4,207,177	(11,920)
10/13	4,207,177	-
10/14	4,207,177	-
10/15	4,242,869	35,691
10/16	4,218,090	(24,779)
10/17	4,215,995	(2,096)
10/18	4,248,546	32,551
10/19	4,265,540	16,994
10/20	4,265,540	-
10/21	4,265,540	-
10/22	4,086,636	(178,903)
10/23	4,027,794	(58,842)
10/24	3,839,452	(188,342)
10/25	3,804,762	(34,690)
10/26	3,816,427	11,665
10/27	3,816,427	-
10/28	3,816,427	-
10/29	3,828,820	12,392
10/30	3,852,871	24,051
10/31	3,856,256	3,385

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.4
CONSENT CALENDAR
Meeting Date: December 12, 2012

TO: Mayor and City Council Members
FROM: Tim D'Zmura, Public Works Director
SUBJECT: Sidewalks to Schools Improvement Project - George Avenue

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council of the City of Wildomar adopt a resolution entitled:

RESOLUTION NO. 2012 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, APPROVING CONTRACT CHANGE ORDER NUMBER 1, ACCEPTING
THE SIDEWALKS TO SCHOOLS IMPROVEMENT PROJECT GEORGE AVENUE
IMPROVEMENTS AS COMPLETE, AND AUTHORIZING STAFF TO PREPARE AND
FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

BACKGROUND:

On June 13, 2012, the City Council awarded the construction contract for the Sidewalks to Schools Improvement Project George Avenue Improvements to STI, Inc.

The Project constructed new curb, gutter and sidewalks within the proximity of Ronald Reagan Elementary School along George Avenue. Attached for reference is Site Map.

The original contract amount was for \$63,565.50, and the City Engineer is authorized to approve change orders not to exceed 10%, or \$6,356.55. After contract award and during construction, several changes to the contract documents were necessary to implement City directed changes to the design and to adjust the contract documents to match existing field conditions. Change Order Number 1 exceeds the City Engineer authority, and the City Engineer is requesting that the City Council approve the change order in the amount of \$13,320.24. The contract change orders affecting the contract amount are summarized below:

Change Order No.	Description	Amount
1	Final quantity adjustment for as-built quantities	\$4,229.68
	Replace concrete sidewalk at north end of school with asphalt	\$551.62
	Additional signing, striping, and asphalt curb for No Parking	\$5,433.94
	Temporary suspension of work due to utility company work	\$3,105.00
<i>Total Contract Change Orders</i>		<i>\$13,320.24</i>

The total contract amount with all change orders will be \$76,885.74. This amount is within the project budget, and no additional funding is needed.

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

FISCAL IMPACTS:

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

The Project budget summary is provided in the table below. This summary includes expenses through October 2012.

Project Expenditures	Budget	Expenditures to Date	Budget Remaining
Total Project Cost	\$ 589,960	\$ 497,415	\$ 92,545

The total contract amount with change orders is within the project budget. The City has already received reimbursement of \$405,502.77 from Caltrans and RCTC. Once the Notice of Completion is filed, staff will submit the project closeout documentation and final reimbursement request to Caltrans.

There is no fiscal impact to the City’s General Fund.

Submitted by:
Tim D’Zmura
Public Works Director

Approved by:
Frank Oviedo
City Manager

ATTACHMENTS:

Attachment 1-Resolution

Attachment 2-Site Map

ATTACHMENT 1

RESOLUTION NO. 2012 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, APPROVING CONTRACT CHANGE ORDER NUMBER 1,
ACCEPTING THE SIDEWALKS TO SCHOOLS IMPROVEMENT PROJECT GEORGE
AVENUE IMPROVEMENTS AS COMPLETE, AND AUTHORIZING STAFF TO
PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE
COUNTY RECORDER**

WHEREAS, on June 13, 2012, the City Council authorized the award of a construction contract to STI Trucking and Materials, Inc. to construct the Sidewalks to Schools Improvement Project George Avenue Improvements (Capital Improvement Project ID 09-0014) (Project); and

WHEREAS, Contract Change Order Number 1, with a net increase of \$13,320.24 has been recommended for approval by the Contractor and the City Engineer; and

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

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

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council, in regular session assembled on December 12, 2012, that:

1. Contract Change Order Number 1 is approved for a final contract cost of \$76,885.74;
1. The Project is accepted as complete; and
2. The City Engineer is authorized to prepare a Notice of Completion and the City Clerk is authorized to file a Notice of Completion with the Riverside County Recorder

PASSED, APPROVED, AND ADOPTED this 12th day of December, 2012.

Ben J. Benoit
Mayor

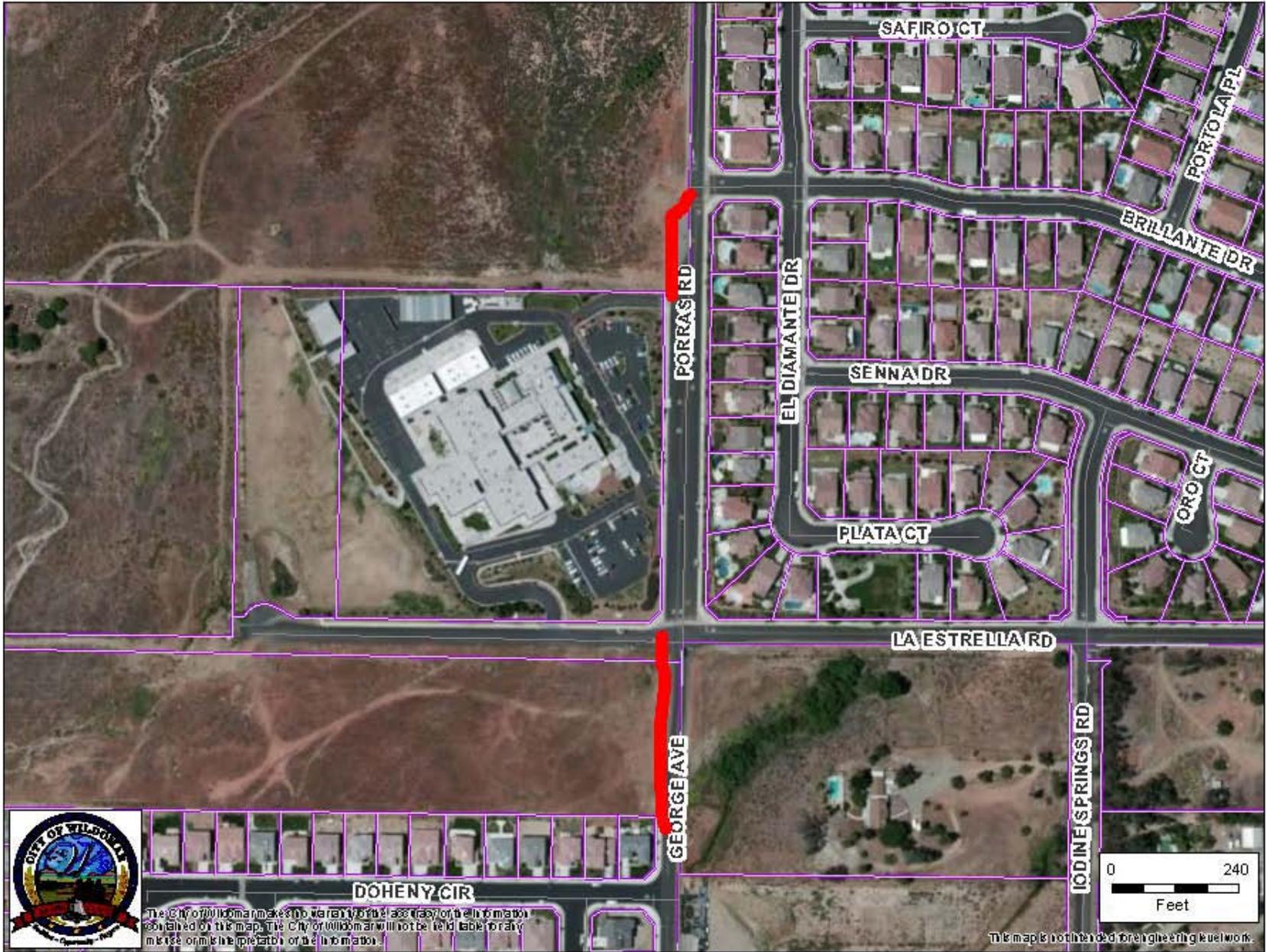
APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

ATTACHMENT 2



CITY OF WILDOMAR – COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: December 12, 2012

TO: Mayor and City Council Members
FROM: Paula Willette, Community Services Director
SUBJECT: FY12 Emergency Management Performance Grant Program (EMPG) Award

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council accept \$10,876 in funding from Riverside County's FY12 EMPG Program.

DISCUSSION:

The California Emergency Management Agency (CalEMA) has approved Riverside County's FY12 EMPG application and has authorized the commencement of reimbursement requests to approved Cities. The performance period of this grant is July 1, 2012-June 1 2013.

FISCAL IMPACT:

With the addition of two new Cities, Wildomar's funding was decreased from FY11 so the budget will decrease revenue account 280-3540 by \$4,639 at the mid-year budget report.

Submitted by:
Paula Willette
Community Services Director

Approved by:
Frank Oviedo
City Manager

ATTACHMENTS:

Award letter from Riverside County Fire/OES

Attachment

A



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

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

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

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

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

November 13, 2012

City of Wildomar
Paula Willette
23873 Clinton Keith Rd. Ste. 201
Wildomar, CA 92595

RE: FY12 Emergency Management Performance Grant Program (EMPG) Award - \$10,876
Grant #2012-0027 CFDA#: 97.042

The California Emergency Management Agency (CalEMA) has approved Riverside County's FY12 Emergency Management Performance Grant Program (EMPG) application and has authorized the commencement of reimbursement requests. The performance period of this grant is July 1, 2012 - June 1, 2013. All final reimbursement requests are due no later than June 10, 2013.

Please remember that changes to your grant will require the approval of the OA prior to incurring any costs. All modifications, EHP's, sole source procurement, EOC and construction requests require additional approvals from CalEMA through the OA prior to incurring any costs. Some of your projects may require these additional approvals. It is your Agency's responsibility to obtain all additional approvals prior to expending the funds. Your Agency will also be responsible for providing all necessary documentation for reimbursements. If you are purchasing maintenance agreements, upgrades, service fees, etc. for your equipment or continuation of a service it is your responsibility to provide proof that these costs follow the guidelines of the grant. Your Agency's Financial Workbook is being provided to you via email along with a copy of this letter and the Grant Assurances. Please have the Grant Assurances read, signed and dated by your authorized agent in blue ink and return to me. Reimbursements will not be processed without these. Keep in mind that this grant has a 50% match requirement.

By accepting this award it will be understood that you are agreeing to conform to the requirements of the grant as put forth in the FY12 EMPG Grant Assurances, the State Supplemental Guidance, the Federal Guidance, the Federal Single Audit Act of 1984 and amendment of 1996, and the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended.

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

Regards,

Laronte Groom
Administrative Services Analyst II
Riverside County Fire/OES

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.6
CONSENT CALENDAR
Meeting Date: December 12, 2012

TO: Mayor and City Council Members
FROM: Paula Willette, Community Services Director
SUBJECT: FY12 Homeland Security Grant Program (HSGP) Award

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council accept \$5,751 in funding from Riverside County's FY12 HSGP Program.

DISCUSSION:

The California Emergency Management Agency (CalEMA) has approved Riverside County's FY12 HSGP application and has authorized the commencement of reimbursement requests to approved Cities. The performance period of this grant is October 12, 2012 – January 30, 2014.

FISCAL IMPACT:

The budget will increase revenue account 280-3540 by \$751 at the mid-year budget report.

Submitted by:
Paula Willette
Community Services Director

Approved by:
Frank Oviedo
City Manager

ATTACHMENTS:

Award letter from Riverside County Fire/OES

Attachment

A



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

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

PROUDLY SERVING THE
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AND THE CITIES OF:

- BANNING
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PALM DESERT
PERRIS
RANCHO MIRAGE
RUBIDOUX CSD
SAN JACINTO
TEMECULA
WILDOMAR
BOARD OF SUPERVISORS:
BOB BUSTER DISTRICT 1
JOHN TAVAGLIONE DISTRICT 2
JEFF STONE DISTRICT 3
JOHN BENOIT DISTRICT 4
MARION ASHLEY DISTRICT 5

November 13, 2012

Paula Willette
City of Wildomar
23873 Clinton Keith Rd
Wildomar, CA 92595

RE: FY12 Homeland Security Grant Program (HSGP) Award - \$5,751
Grant #2012-SS-00123 CFDA#: 97.067

The California Emergency Management Agency (CalEMA) has approved Riverside County's FY12 Homeland Security Grant Program (HSGP) application and has authorized the commencement of expenditures and reimbursement requests. The overall performance period of this grant is October 12, 2012 - January 30, 2014. The following milestones have been set by the state for all projects:

Table with 3 columns: Project, Amount, Completion Date. Row: All Projects, \$2,651, 10/31/2013

This letter serves as authorization to begin spending and requesting reimbursement of your Anti-Terrorism Approval Authority (ATAA) approved projects. Please remember that changes to your grant will require the approval of the OA prior to incurring any costs. All modifications, EHP's, sole source procurement, EOC and construction requests require additional approvals from CalEMA through the OA prior to incurring any costs. Your Agency's Financial Workbook outlining your approved spending is included on the CD provided to you at the Post Award Workshop.

By accepting this award it will be understood that you are agreeing to conform to the requirements of the grant as put forth in the FY12 Grant Assurances, the Federal Single Audit Act of 1984 and amendment of 1996.

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

Regards,

Handwritten signature of Laronte Groom

Laronte Groom
Administrative Services Analyst II
Riverside County Fire/OES

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.7
CONSENT CALENDAR
Meeting Date: December 12, 2012

TO: Mayor and City Council Members
FROM: Tim D'Zmura, Public Works Director
SUBJECT: Traffic Signal Improvements – Bundy Canyon Road/Mission Trail

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council accept the improvements and approve reduction of Bond No. PB101637000016 for traffic signal improvements at Mission Trail and Bundy Canyon Road to \$23,200.

BACKGROUND:

On February 8, 2012 the City of Wildomar entered into an agreement with McMillin Summerly, LLC the developer of Tract 31920-1 in the City of Lake Elsinore for traffic signal improvements at the intersection of Mission Trail and Bundy Canyon Rd. As required by the agreement a Faithful Performance Bond in the amount of \$232,000 was posted by the developer. The project has been completed, the improvements have been accepted by the City Engineer and a Notice of Completion filed. As allowed by Section 7.16.060 of the Wildomar Municipal Code the developer has requested a 90% reduction in the bond amount to \$23,200 in order to satisfy the Warranty Bond requirement. The reduced bond will be held until September 21, 2013 which is the completion of the Warranty period.

FISCAL IMPACTS:

There is no fiscal impact.

Submitted by:
Tim D'Zmura
Public Works Director

Approved by:
Frank Oviedo
CityManager

ATTACHMENTS

1. Letter requesting reduction
2. Notice of completion
3. Bond documents



McMillin Land Development
A Corky McMillin Company

September 21, 2012

Mr. Steve Palmer, City Engineer
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Re: Summerly-Traffic signal at Mission Trail and Bundy Canyon
Request for improvement to begin warranty period

Steve,

McMillin Summerly, LLC hereby requests that the amount of bond number PB101637000016 be reduced 90% to Twenty Three Thousand Two Hundred Dollars (\$23,200).

We request that the warranty period expire one year from the above date.

I have attached the front sheet of the Faithful Performance and Labor and Material bonds along with a copy of the Notice of Completion for your use.

If anything else is required, please contact me.

As always, your help is appreciated.

Sincerely,

Don Mitchell
Senior Vice President
McMillin Real Estate Services, L.P.

c: Ana Futo
Roland Reyna
Les Chapman, City of Wildomar

encls: Page one of the Faithful Performance and Labor and Material bonds
Notice of Completion

Order No.
Escrow No.
L. an No.

WHEN RECORDED MAIL TO:

McMillin Summerly, LLC
Attn: Lance Leininger
P.O. Box 85104
San Diego, CA 92186

DOC # 2012-0429723
09/10/2012

Customer Copy Label
The paper to which this label is
affixed has not been compared
with the recorded document
Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is McMillin Summerly, LLC
3. The FULL ADDRESS of the OWNER is P.O. Box 85104, San Diego, CA 92186
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: In fee.

N/A

(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase, "or lessee,")

5. The FULL NAMES and FULL ADDRESSES OF ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES

ADDRESSES

N/A

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

NAMES

ADDRESSES

N/A

7. A work of improvement on the property hereinafter described was COMPLETED: August 14, 2012
8. The work of improvement completed is described as follows: Traffic Signals with improvements on Mission Trail at Bundy Canyon

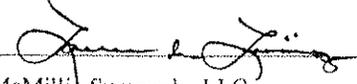
9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvements is Hazard Construction Company

10. The street address of said property is N/A

11. The property on which said work of improvement was completed is in the City of Wildomar, County of Riverside, State of California, and is described as follows:

Tract 31920-1 Riverside County

(Continued on reverse side)

Date: 9/4/12 Signature of Owner or agent of owner 
McMillin Summerly, LLC

Verification for INDIVIDUAL owner McMillin Summerly: I, the undersigned, declare under penalty of perjury under the Laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice: that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct

9/4/12
Date and Place: San Diego


McMillin Summerly, LLC (Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury the laws of the State of California that I am the Agent of the aforesaid interest or state in the property described
"PRESIDENT, PARTNER, MANAGER, AGENT, ETC."

in the above notice: that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

9/4/12
Date and Place: San Diego


McMillin Summerly, LLC (Signature of person signing on behalf of owner)

BOND NO. PB 10163700016
INITIAL PREMIUM: \$3,480.00
SUBJECT TO RENEWAL

CITY OF WILDOMAR
STREET AND TRAFFIC SIGNAL IMPROVEMENTS
FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California ("City") and McMillin Summerly, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, traffic signal and all other required facilities for Bundy Canyon Road and Mission Trail ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Frontage/Public Improvement Agreement dated _____, 2012 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Philadelphia Indemnity Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of PA, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of Two Hundred Thirty Two Thousand Dollars (\$ 232,000.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Irvine, CA, this 13th day of January, 2012.

Principal: McMillin Summerly, LLC

By: See Attached Signature Page

(print name)

Philadelphia Indemnity Insurance Company

Surety

By: Victoria M Campbell
Attorney-In-Fact

Victoria M Campbell

(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

McMillin Summerly, LLC
a Delaware limited liability company
By: McMillin Real Estate Services, L.P.
a California limited partnership

Its: Administrative Manager
By: MCM Real Estate Group, Inc.
a California corporation

Its: General Partner
By: Don Mitchell
Don Mitchell

Its: Senior Vice President

By: Brian Milich
Brian Milich

Its: Senior Vice President

BOND NO. PB 10163700016

INITIAL PREMIUM: included in Perf bond

SUBJECT TO RENEWAL

CITY OF WILDOMAR
STREET AND TRAFFIC SIGNAL IMPROVEMENTS
FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California ("City") and McMillin Summerly, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, traffic signal and all other required facilities for Bundy Canyon Road and Mission Trail ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Frontage/Public Improvement Agreement dated _____, 2012 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Philadelphia Indemnity Insurance Company PA ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of One Hundred Sixteen Thousand Dollars (\$ 116,000.00), said sum being not less than 50% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Irvine, CA, this 13th day of January, 2012.

Principal: McMillin Summerly, LLC

Philadelphia Indemnity Insurance Company
Surety

By: See Attached Signature Page
I

By: Victoria M Campbell
Attorney-In-Fact

(print name)

Victoria M Campbell
(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

McMillin Summerly, LLC
a Delaware limited liability company
By: McMillin Real Estate Services, L.P.
a California limited partnership

Its: Administrative Manager
By: MCM Real Estate Group, Inc.
a California corporation

Its: General Partner
By: 
Don Mitchell

Its: Senior Vice President

By: 
Brian Milich

Its: Senior Vice President

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 2.1
PUBLIC HEARING
Meeting Date: December 12, 2012

TO: Mayor and City Council
FROM: Gary Nordquist, Assistant City Manager
SUBJECT: FY 2012-13 First Quarter Budget Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council open the public hearing and reschedule the item to the January 9, 2013 City Council meeting.

BACKGROUND/DISCUSSION:

This first quarter budget report for FY 2012-13 is recommended to be continued to the January 9, 2013 City Council meeting at which time the City's previous FY 2011-12 Comprehensive Annual Finance Report (CAFR) will be completed. The CAFR provides the actual audited year end fund balances which become the new fiscal years' (FY 2012-13) starting fund balances. Those reports, with audited actual data, will be available and used as part of the First Quarter Budget Report for the January 9, 2013 meeting.

FISCAL IMPACT:

None.

Submitted by:
Gary Nordquist
Assistant City Manager

Approved by:
Frank Oviedo
City Manager

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: December 12, 2012

TO: Mayor and City Council Members

FROM: Ben Benoit, Mayor/Contract Negotiations Committee Member
Tim Walker, Mayor Pro Tem/Contract Negotiations Committee Member

SUBJECT: City Manager Contract

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council review and approve the City Manager contract which has been negotiated by the Ad Hoc Committee. City Council may recess into closed session prior to discussion of the contract per Government code section 54957.6 if they wish to further discuss the parameters of the negotiations for the contract with the Ad Hoc Committee: Conference with labor negotiators: Mayor and Mayor Pro-Tem; Unrepresented Employee: City Manager

BACKGROUND/DISCUSSION:

At the Special meeting held on December 5, 2012, the Council accepted City Manager Frank Oviedo's resignation. After discussion the Council then unanimously approved the appointment of Assistant City Manager Gary Nordquist as the next City Manager, subject to contract approval. The Council established a Contract Negotiating Ad Hoc Committee consisting of Mayor Benoit and Mayor Pro-Tem Walker. The Committee and Assistant City Manager Gary Nordquist met on December 6, 2012, and mutually agreed to the terms of the attached contract.

DISCUSSION:

In summary, the terms of the recurring cost components of the recommended contract are the same or less than as the previous manager's contract. Annual salary is \$179,000. This contract does not include any relocation or other pre-employment costs as the recommendation is to promote from within the organization. Additionally, there are anticipated personnel savings due to this change and the potential to defer the filling of the vacated position.

FISCAL IMPACT:

There is no additional cost associated with this recommendation.

Submitted & Approved by:
Mayor Benoit & Mayor Pro Tem Walker

ATTACHMENTS:

A: City Manager Contract

Attachment A

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 – COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: December 12, 2012

TO: Mayor and City Council Members
FROM: Gary Nordquist, Assistant City Manager
SUBJECT: Wildomar Parks Plans

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council discuss plans for parks funding and operations and provide direction to staff and the Ad-hoc Parks Sub-Committee.

DISCUSSION:

On November 6, 2012 Wildomar residents voted on a \$28 annual parcel tax (measure “Z”) to assist in the funding of park operations and related park activities as noted in the measure. The election results were certified by the Riverside County Register of Voters on November 26, 2012. Measure Z, needing a 66.7% of the vote count, was approved with a “Yes” vote count of 68.59%.

Results from the Riverside County Register of Voters website

Measure Z – City of Wildomar
14/14 100.00%

	Vote Count	Percent
YES	7,056	68.59%
NO	3,231	31.41%
Total	10,287	100.00%

The passage of measure Z, by statute, triggers a number of tasks that need to address prior to the July 1, 2013 (Fiscal Year 2013-14) start of the tax. Following the certification of the election results, staff initiated several basic services at Marna Obrien Park to avoid health and safety issues as the volunteer organization providing those services were no longer able to meet these needs. The City opened a water account solely for restroom services and a maintenance cleaning service. The electricity costs for occasional field lighting are still funded by the park users and not the City. The City has not re-established the electric utility account. Staff estimates the remaining fiscal year costs for basic water needs at \$12,000, restroom maintenance \$3,000 and \$5,000 for emergency repairs of maintenance

equipment. These basic service costs are temporary being funded and a request for remaining funds will be in the next city quarterly budget report.

A number of short and long terms items need to be addressed and presented for the City Council as future action items. Staff is seeking City Council input on the following items in addition to other park projects and priorities.

1. Itemization of park improvements/re-pairs and related cost estimates needed prior to re-openings and scheduling of activities.
2. Establishment of a Citizen Advisory Committee and related guidelines by March 1, 2013.
3. Review of near term funding options prior to July 1, 2013.
4. Request for Proposal for Tax Administration services.
5. Other Items:

FISCAL IMPACT:

\$20,000 is estimated for basic services; water, restroom maintenance and emergency repairs to operating equipment for the remainder of the fiscal year and will be presented to the City Council as part of the next Quarterly Budget Review Report.

Submitted by:
Gary Nordquist
Assistant City Manager

Approved by:
Frank Oviedo
City Manager

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: December 12, 2012

TO: Mayor and City Council Members
FROM: Gary Nordquist, Assistant City Manager
SUBJECT: Request for Flood Channel Service Access Road-Trail Usage

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2012 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, REQUESTING RIVERSIDE
COUNTY FLOOD CONTROL AGENCY FOR ACCESS, TO
FLOOD CHANNEL SERVICE ACCESS ROADS FOR CITY
OF WILDOMAR TRAIL IMPROVMENTS AND USE

BACKGROUND/DISCUSSION:

As part of the City's incorporation process, the City adopted the Riverside County's General Plan which included planned trails within the Wildomar community. At the March 14, 2012 City Council meeting, the trails map was enhanced by designating each trail with either historical, memorial or patron names. Recently, through the City's Adopt-A-Trail program an opportunity to expand the trail system was made available to the City by requesting use of the "other side" of existing flood channel service access roads and regional trails. Trail use of the other side of the flood channel could easily be made as the upper channel embankments are currently improved and used as maintenance access roads for the flood control activities.

To start the process, a request to the Flood Control Agency of Riverside County is needed and would consist of the following several actions to provide trail maintenance consistency and trail continuity within the Wildomar City limits:

1. Transfer control of existing regional trails, using the service access road on the southwesterly side of Wildomar Channel and Murrieta Creek to the City;
2. Provide access to and transfer control of the regional trails along northeasterly side of Murrieta Creek and Wildomar Channel using the service access road, within the City limits of Wildomar and;

3. Provide access to and transfer control of trails along Lateral Channels (A) (B) and (C) using the service access road, for inclusion to the Community Trails system within the city limits of Wildomar.

This proposal to use existing well maintained Service Access Roads along northeasterly side of the Wildomar Channel and Murrieta Creek and to use both sides of Lateral Channels (A) (B) (C) will provide an additional 3.25 miles of combined trails to the City of Wildomar's trail system and Adopt-A-Trail programs.

As this is the first step in this process, approval of Wildomar's request to the Flood Control Agency and their approving authority will initiate a series of other actions that will be presented in future to the City Council for consideration.

ENVIRONMENTAL ASSESSMENT:

Not applicable for this request.

FISCAL IMPACT:

None at this time. Should improvements for step over gates be needed for trails access on the services roads, staff will request funding appropriations at a future date. It is planned that the additional trials would become part of the City's Adopt-a-Trail Program and trails maintainene would be performed by the volunteers.

Submitted by:
Gary Nordquist
Assistant City Manager

Approved by:
Frank Oviedo
City Manager

ATTACHMENTS:

Resolution
Illustration of Step Over Gate

RESOLUTION NO. 2012 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REQUESTING RIVERSIDE COUNTY FLOOD CONTROL AGENCY FOR ACCESS, TO FLOOD CHANNEL SERVICE ACCESS ROADS FOR CITY OF WILDOMAR TRAIL IMPROVMENTS AND USE

WHEREAS, on July 1, 2008 the Wildomar Community of Riverside County incorporated as a City and adopted Riverside Ordinances and General Plan and ;

WHEREAS, the circulation element of the General Plan included unidentified multipurpose trails throughout the City of Wildomar and;

WHEREAS, the residents, Wildomar Civic groups, the Wildomar Historical Society, and the Pechanga Cultural Resources have participated in providing names to the trails within the city and;

WHEREAS, on March 14, 2012, the City of Wildomar City Council held a public meeting at which time interested persons had an opportunity to testify in support of, or opposition to, the proposed City Trails Program, and which time the City Council considered such action,

WHEREAS, the citizens of Wildomar desire to enjoy the benefits of the citywide trail system; and

WHEREAS, the City has within its boundaries over 90 miles of trails, and plans to continue adding miles of trail; and

WHEREAS, a request is made to Riverside County Flood Control Agency to transfer control of existing regional trails, using the service access road on the southwesterly side of Wildomar Channel and Murrieta Creek and;

WHEREAS, a request is made to Riverside County Flood Control Agency to provide access to and transfer control of the regional trails along northeasterly side of Murrieta Creek and Wildomar Channel using the service access road, within the City limits of Wildomar and;

WHEREAS, a request is made to Riverside County Flood Control Agency to provide access to and transfer control of trails along Lateral Channels (A) (B) (C) using the service access road, for inclusion to the Community Trails system within the City limits of Wildomar and;

WHEREAS, this request to use existing well maintained Service Access Roads along northeasterly side of the Wildomar Channel and Murrieta Creek and to use both sides of Lateral Channels (A) (B) (C) will provide an additional 3.25 miles of combined trails to the City of Wildomar's trail system.

NOW THEREFORE, the City Council of the City of Wildomar, California does hereby resolve, determine and order as follows:

CITY COUNCIL ACTIONS.

The City Council takes the following actions:

- a. Requests the transfer of control of existing regional trails, using the service access road on the southwesterly side of Wildomar Channel and Murrieta Creek the City;
- b. Requests access to and transfer control of the regional trails along northeasterly side of Murrieta Creek and Wildomar Channel using the service access road, within the City limits of Wildomar and:.
- c. Requests access to and transfer control of trails along Lateral Channels (A) (B) (C) using the service access road, for inclusion to the Community Trails system within the City limits of Wildomar.

PASSED, APPROVED AND ADOPTED this 12th day of December 2012.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

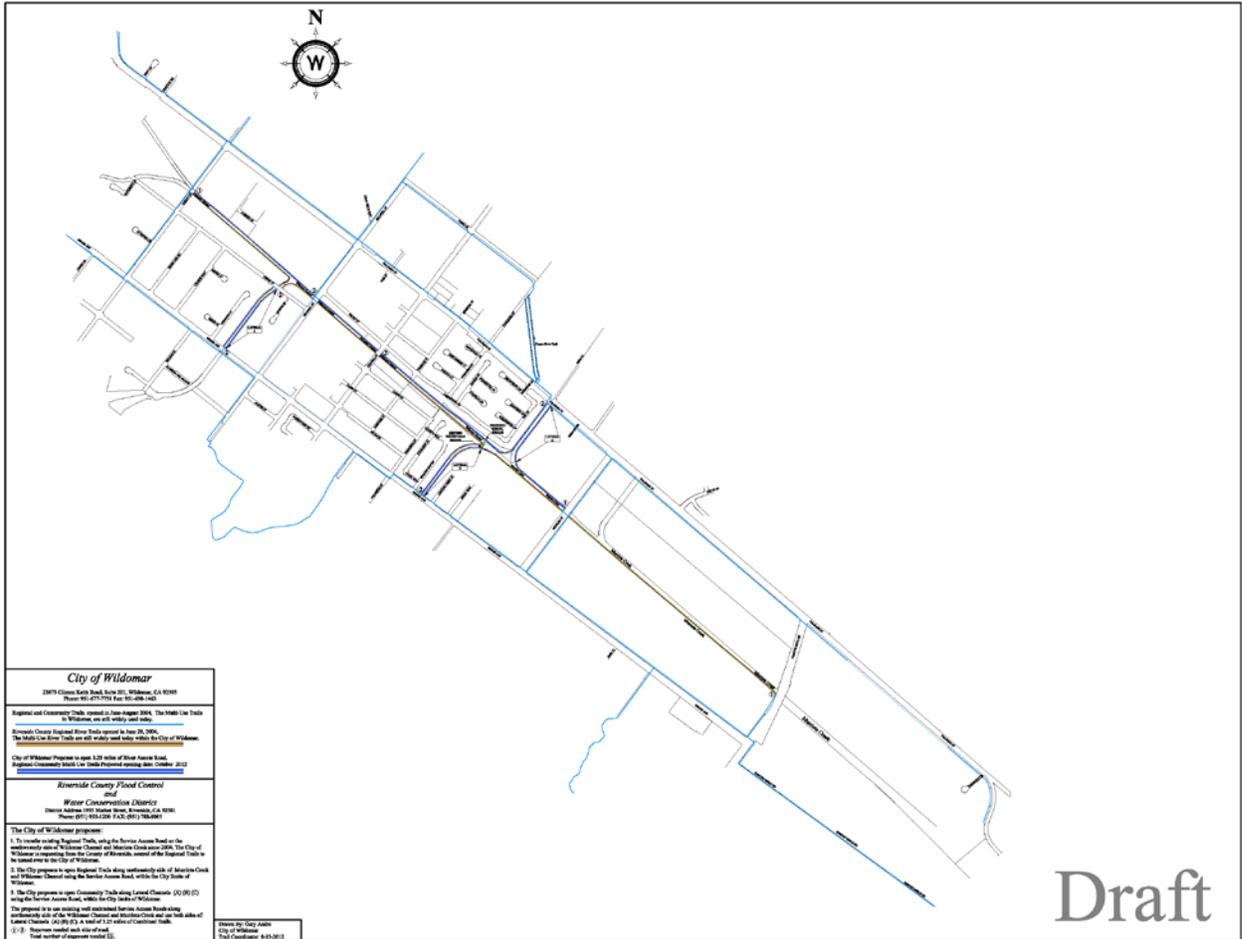
ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

Exhibit A

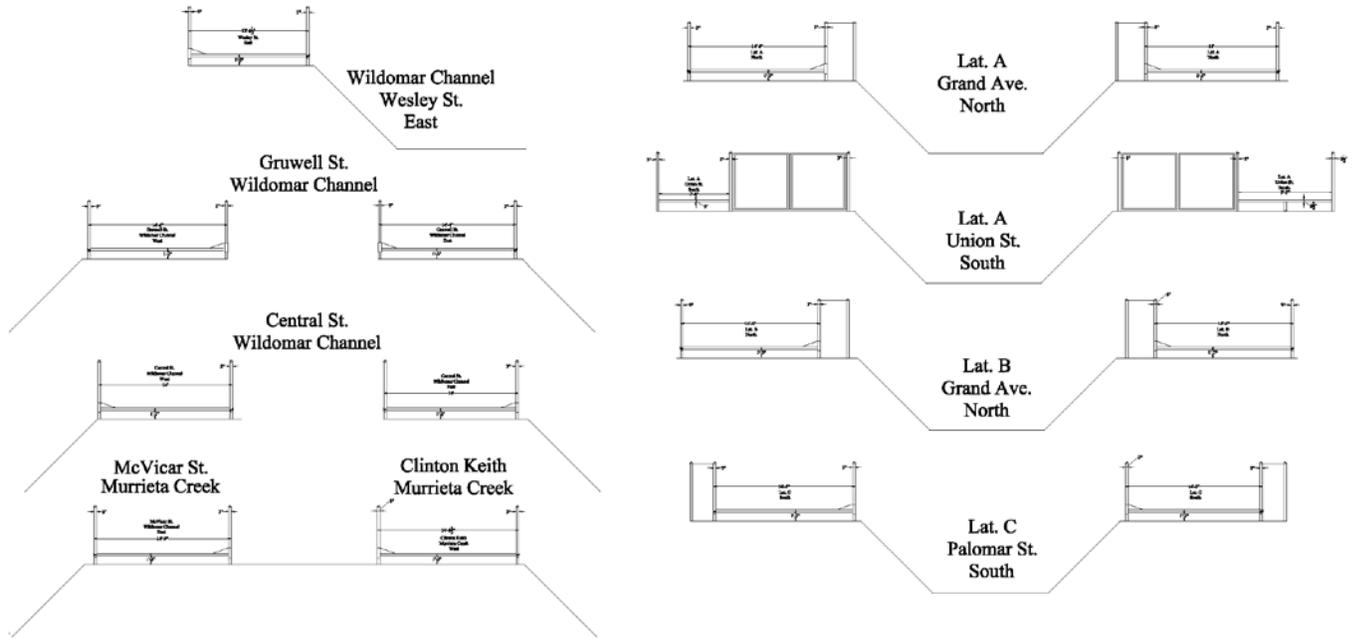
Proposed Trail Map of Using Flood Channel Service Access Road



Attachment A

Trail Step Over Gates

City of Wildomar
 Step-Overs
 For
 Wildomar Channel Laterals (A) (B) (C) Murrieta Creek



CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.4
GENERAL BUSINESS
Meeting Date: December 12, 2012

TO: Mayor and City Council Members

FROM: Tim D'Zmura, Public Works Director

SUBJECT: Final Map and Subdivision Improvement Agreement for Tentative Tract Map 31736, Oak Springs Ranch (08-0015)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2012 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, APPROVING FINAL MAP FOR TENTATIVE TRACT MAP 31736, OAK
SPRINGS RANCH, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
SUBDIVISION IMPROVEMENT AGREEMENT

BACKGROUND:

Tentative Tract Map 31736, Oak Springs Ranch, was originally approved on November 20, 2007 by the County of Riverside (County), prior to the incorporation of the City of Wildomar (City). Oak Springs Ranch is on the south side of Clinton Keith Road, between George Avenue and Inland Valley Drive. Attached for reference is Site Location Map.

The Oak Springs Ranch project includes 312 multifamily units, and 103 single family units on 48 acres. The 48 acre project includes 14 acres of open space. The Final Map submitted for approval by GLJ Partners includes two (2) residential and one (1) open space lot. This Final Map (Exhibit A to Attachment 1) has been examined and checked for compliance with Title 22 of 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 previously-approved Tentative Map.

A Subdivision Improvement Agreement has been reviewed and approved by the City Attorney. Appropriate Security has been submitted to the City for performance, labor and materials, and warranty.

All applicable Final Map conditions of approval have been satisfied.

FISCAL IMPACTS:

There are no fiscal impacts to the City as this time. Once the project is constructed and the public improvements are accepted by the City, the City will be responsible for the maintenance of street improvements on Clinton Keith Road and Inland Valley Drive, and storm drain improvements on Clinton Keith Road.

Submitted by:
Tim D’Zmura
Public Works Director

Approved by:
Frank Oviedo
City Manager

ATTACHMENTS:

- Attachment 1 - Site Location Map
- Attachment 2 - Resolution
- Attachment 3 - Subdivision Improvement Agreement

ATTACHMENT 1



ATTACHMENT 2

RESOLUTION NO. 2012 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,
APPROVING FINAL MAP FOR TENTATIVE TRACT MAP 31736, OAK SPRINGS RANCH,
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 31736, Oak Springs Ranch, on November 20, 2007, prior to incorporation of the City of Wildomar (City); and

WHEREAS, consistent with the approved Tentative Map, GLJ Properties, submitted to the City for approval the Oak Springs Ranch 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, the City has determined that this Final Map is categorically 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 a Notice of Exemption is attached hereto; and

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council, in regular session assembled on December 12, 2012, that:

1. The location and configuration of the lots to be created by the Oak Springs Ranch Final Map substantially comply with the previously approved Tentative Map; and

2. The Final Map is categorically exempt from the California environmental Quality Act (CEQA), 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 Oak Springs Ranch 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 to the County Recorder of the County of Riverside for filing and transmit the Notice of Exemption attached hereto as Exhibit B to the County Clerk of the County of Riverside for filing.

PASSED, APPROVED, AND ADOPTED this 12th day of December, 2012.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

ATTACHMENT 3

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP _____

By and Between

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

and

**OAK SPRINGS RANCH, LLC
a Delaware limited liability company**

DATED _____, 2012

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP _____

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this ____ day of _____, 2012 by and between the City of Wildomar, a municipal corporation (“City”) and Oak Springs Ranch, LLC, a Delaware limited liability company (“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. _____. On _____, the City conditionally approved Tract No. _____.

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. _____, 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. _____.

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. _____.

F. An Environmental Impact Report was prepared for Tentative Tract Map No. _____, and certified by the Riverside County Board of Supervisors on or about _____, ____.

DEFINED TERMS

“*Developer*” shall mean Oak Springs Ranch, LLC, a Delaware limited liability company. 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. _____ 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 Attachment “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. _____ and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. _____. 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 Attachment “B”. Notwithstanding, Attachment “B”, Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map _____.

“Required Insurance” shall mean the insurance required to be maintained by Developer under Section 16.

“Security” shall mean the Set Aside Letter or other security approved by the City Engineer and City Attorney provided under the terms of Section 12.

“Set Aside Letter” shall mean that irrevocable instrument of credit executed by Developer and Developer’s lender pledging that the funds necessary to carry out and secure this Agreement are on deposit until released by the City.

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

“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. _____ and this Agreement;

1.3 **Record Agreement.** Developer and City execute this 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. _____ 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 alterations to the Public Improvements are necessary to protect the public health, safety or welfare, 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 as they may be amended from time to time. A copy of the current acceptance policies and procedures are attached hereto as Exhibit "E". City agrees to schedule the Public Improvements

for acceptance by the City Council at the next regular City Council meeting after all of the items listed in Exhibit "E" (as such list may be amended from time to time) are completed by Developer, provided the agenda deadline for the next regular City Council meeting has not passed. 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 Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within _____ years (____ months) following approval of the final map for Tract No. _____.

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Such extension of time shall not be unreasonably withheld. 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 improvement 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. _____ 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. _____ 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. _____, or as required by other governmental agencies having jurisdiction over Tract No. _____.

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 as required. After examination, the Developer shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement. The inspection of the work by City shall not relieve Developer or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

9. **ADMINISTRATIVE COSTS.** If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer

fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

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

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

10.2 **City Acceptance of Public Improvements.** If Tract No. _____ 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 a Set Aside Letter, surety bonds or other form of security acceptable to the City Engineer and City Attorney in the amounts and under the terms set forth below. 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 15.0 of this Agreement.

12.1 **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 17.0 *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 _____ (\$_____), which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.2 **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 _____ (\$_____), 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.

12.3 **Set Aside Letter.** Developer may provide City a Set Aside Letter executed by Developer and a financial institution subject to regulation by the state or federal government to satisfy all or part of its security obligations in Sections 12.1 and 12.2. If a Set Aside Letter is provided in lieu of a Performance Bond, Developer shall provide City with an additional bond to secure Developer's one-year guarantee and warranty of the Public Improvements in the amount of _____ (\$_____), which sum shall not be less than ten percent (10%) of the Estimated Costs.

12.4 **Form of Security.** The Set Aside Letter and any surety bonds shall be substantially similar to the forms set forth in Attachment "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney. When the Security is completed to the satisfaction of City, it shall be attached hereto as Attachment "C" and incorporated herein by this reference.

12.5 **Release of Security.** Developer and City may draw down upon the Set Aside Letter as provided therein. Any funds remaining after the completion of the Public Improvements and their acceptance by the City shall be released as provided in the Set Aside Letter. Surety bonds may be released in whole or in part as provided for under Section 16.56.010(E) of the Wildomar Municipal Code.

12.6 **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.

12.7 **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. _____ 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 _____ Dollars (\$ _____), 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. _____.

14. **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.

15. **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: (i) 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; (ii) any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of performance of this Agreement; or (iii) the approval 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.

16. **INSURANCE.**

16.1 **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.

16.1.1 **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.

16.1.2 **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.

16.1.3 **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.

16.1.4 **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.

16.2 **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.

16.3 **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.

16.4 **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.

16.5 **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.

16.6 **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.

16.7 **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.

17. **DEFAULT; NOTICE; REMEDIES.**

17.1 **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.

17.2 **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. City agrees not to take action to complete the remaining work, arrange for completion of the remaining work, and/or conduct remedial activity to remedy the default or violation until at least ten (10) days has passed from the written demand by the City, or twenty-four (24) hours has passed from the verbal demand by the City, as provided for in Section 17.1. 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.

17.3 **Other Remedies.** No action by City pursuant to Section 17.0 *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.

18. GENERAL PROVISIONS.

18.1 **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.

18.2 **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.

18.3 **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.

18.4 **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:

Oak Springs Ranch, LLC
5790 Fleet St., Suite 140
Carlsbad, CA 92008

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.

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

18.6 **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.

18.7 **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.

18.8 **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.

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

18.10 **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.

18.11 **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.

18.12 **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.

18.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. _____, 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.

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

18.15 **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

By: _____
Frank Oviedo, City Manager

ATTEST:

Debbie Lee
City Clerk

APPROVED AS TO FORM

By: _____
Thomas D. Jex
City Attorney

By: _____

Its: _____

By: _____

Its: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 _____, 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

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<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____ NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT NO. _____

The land referred to in this Commitment is situated in the City of Wildomar, County of Riverside, State of California, and is described as follows:

PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT NO. 5180 AS EVIDENCED BY DOCUMENT RECORDED NOVEMBER 01, 2007 AS INSTRUMENT NO. 2007-0669993 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 8 OF PARCEL MAP 9637, AS SHOWN BY MAP ON FILE IN BOOK 58 OF PARCEL MAPS AT PAGES 1 THROUGH 5 INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 2558 BY GRANT DEED RECORDED MARCH 25, 1988 AS INSTRUMENT NO. 79410, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 8, SAID CORNER BEING ON THE CENTERLINE OF PHILO WAY (60.00 FEET ROAD EASEMENT IN FULL WIDTH) OF SAID PARCEL MAP 9637;

THENCE SOUTH 00° 44' 41" WEST ALONG THE EASTERLY LINE OF SAID PARCEL 8 AND ALONG SAID CENTERLINE, A DISTANCE OF 450.01 FEET;

THENCE NORTH 89° 15' 19" WEST, A DISTANCE OF 174.45 FEET;

THENCE SOUTH 35° 54' 23" WEST, A DISTANCE OF 66.94 FEET;

THENCE NORTH 89° 15' 19" WEST, A DISTANCE OF 279.57 FEET;

THENCE SOUTH 47° 47' 46" WEST, A DISTANCE OF 11.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 76.99 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 44° 04' 19" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28° 16' 27", AN ARC DISTANCE OF 37.99 FEET TO A POINT THEREON, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 72° 20' 46" WEST;

THENCE SOUTH 15° 13' 42" EAST, A DISTANCE OF 47.18 FEET;

THENCE SOUTH 18° 32' 54" EAST, A DISTANCE OF 45.99 FEET;

THENCE SOUTH 06° 24' 53" EAST, A DISTANCE OF 13.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 63.30 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 79° 01' 30" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45° 27' 57", AN ARC DISTANCE OF 50.23 FEET TO A POINT THEREON, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A

RADIUS OF 73.00 FEET, THE RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 63.30 FEET BEARS NORTH 55° 30' 33" WEST, THE RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 73.00 FEET BEARS NORTH 61° 09' 52" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33° 15' 50", AN ARC DISTANCE OF 42.38 FEET TO A POINT THEREON, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 73.00 FEET, THE RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 73.00 FEET BEARS NORTH 27° 54' 02" WEST, THE RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 73.00 FEET BEARS NORTH 27° 54' 02" WEST, THE RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 180.49 FEET BEARS SOUTH 19° 38' 46" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15° 46' 35", AN ARC DISTANCE OF 49.70 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 35° 25' 21" EAST;

THENCE SOUTH 67° 39' 40" WEST, A DISTANCE OF 34.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 334.37 FEET, LINE FROM SAID POINT BEARS SOUTH 27° 48' 35" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17° 27' 46", AN ARC DISTANCE OF 101.91 FEET TO A POINT THEREON, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 200.27 FEET, THE RADIAL LINE FROM SAID CURVE, HAVING A RADIUS OF 334.37 FEET BEARS SOUTH 45° 16' 21" EAST, THE RADIAL LINE FROM POINT HAVING A RADIUS OF 200.27 FEET BEARS SOUTH 29° 10' 00" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13° 44' 21", AN ARC DISTANCE OF 48.02 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 42° 54' 21" EAST;

THENCE SOUTH 65° 44' 01" WEST, A DISTANCE OF 40.03 FEET;

THENCE SOUTH 22° 45' 27" WEST, A DISTANCE OF 32.14 FEET;

THENCE SOUTH 61° 05' 19" WEST, A DISTANCE OF 15.61 FEET;

THENCE SOUTH 45° 02' 30" WEST, A DISTANCE OF 96.21 FEET;

THENCE SOUTH 64° 49' 16" WEST, A DISTANCE OF 52.39 FEET;

THENCE SOUTH 34° 08' 52" WEST, A DISTANCE OF 30.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 191.47 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 40° 05' 19" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15° 15' 18", AN ARC DISTANCE OF 50.98 FEET TO A POINT THEREON, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 55° 20' 37" EAST;

THENCE SOUTH 39° 30' 56" WEST, A DISTANCE OF 20.57 FEET;

THENCE SOUTH 43° 58' 12" EAST, A DISTANCE OF 21.52 FEET;

THENCE SOUTH 24° 15' 59" EAST, A DISTANCE OF 58.00 FEET;

THENCE SOUTH 07° 50' 45" EAST, A DISTANCE OF 29.42 FEET;

THENCE SOUTH 16° 38' 23" WEST, A DISTANCE OF 22.47 FEET;

THENCE SOUTH 07° 07' 30" WEST, A DISTANCE OF 44.61 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.33 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37° 52' 30", AN ARC DISTANCE OF 16.75 FEET;

THENCE SOUTH 45° 00' 00" WEST, A DISTANCE OF 14.25 FEET;

THENCE SOUTH 01° 34' 45" WEST, A DISTANCE OF 15.52 FEET;

THENCE SOUTH 16° 00' 11" EAST, A DISTANCE OF 97.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 82.81 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 61° 02' 37" WEST;

THENCE SOUTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39° 45' 16", AN ARC DISTANCE OF 57.46 FEET TO A POINT THEREON, THE RADIAL LINE FROM SAID POINT BEARS NORTH 79° 12' 07" WEST:

THENCE SOUTH 02° 31' 04" EAST, A DISTANCE OF 69.41 FEET;

SOUTH 35° 29' 19" EAST, A DISTANCE OF 27.98 FEET;

THENCE SOUTH 45° 07' 28" EAST, A DISTANCE OF 19.82 FEET;

THENCE SOUTH 39° 11' 49" EAST, A DISTANCE OF 44.56 FEET;

THENCE SOUTH 53° 56' 11" EAST, A DISTANCE OF 40.31 FEET;

THENCE SOUTH 86° 39' 42" EAST, A DISTANCE OF 16.72 FEET;

THENCE NORTH 76° 53' 20" EAST, A DISTANCE OF 74.64 FEET;

THENCE NORTH 73° 16' 23" EAST, A DISTANCE OF 56.66 FEET;

THENCE NORTH 43° 26' 41" EAST, A DISTANCE OF 54.92 FEET;

THENCE NORTH 65° 39' 32" EAST, A DISTANCE OF 32.47 FEET;

THENCE NORTH 28° 52' 01" EAST, A DISTANCE OF 20.48 FEET;

THENCE NORTH 55° 07' 52" EAST, A DISTANCE OF 7.78 FEET;

THENCE NORTH 44° 51' 09" EAST, A DISTANCE OF 43.92 FEET;

THENCE NORTH 22° 19' 33" EAST, A DISTANCE OF 18.61 FEET;

THENCE NORTH 59° 03' 58" EAST, A DISTANCE OF 56.09 FEET;

THENCE NORTH 47° 32' 53" EAST, A DISTANCE OF 11.52 FEET;

THENCE NORTH 61° 30' 29" EAST, A DISTANCE OF 33.25 FEET;

THENCE NORTH 65° 04' 18" EAST, A DISTANCE OF 23.43 FEET;

THENCE NORTH 57° 44' 10" EAST, A DISTANCE OF 12.90 FEET;

THENCE NORTH 57° 05' 01" EAST, A DISTANCE OF 50.65 FEET;

THENCE NORTH 49° 26' 44" EAST, A DISTANCE OF 57.80 FEET;

THENCE NORTH 37° 24' 32" EAST, A DISTANCE OF 33.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 81.93 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 80° 52' 54" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 68° 04' 31", AN ARC DISTANCE OF 97.34 FEET TO A POINT THEREON, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 12° 45' 23" EAST;

THENCE NORTH 50° 53' 31" EAST, A DISTANCE OF 35.82 FEET;

THENCE NORTH 36° 28' 54" EAST, A DISTANCE OF 13.46 FEET;

THENCE NORTH 58° 41' 16" EAST, A DISTANCE OF 38.21 FEET
THENCE NORTH 19° 08' 01" EAST, A DISTANCE OF 54.46 FEET;

THENCE NORTH 06° 55' 34" EAST, A DISTANCE OF 32.06 FEET;

THENCE NORTH 34° 15' 28" EAST, A DISTANCE OF 16.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 44.75 FEET, THE RADIAL LINE FROM SAID POINT BEARS NORTH 41° 05' 22" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 49° 28' 05", AN ARC DISTANCE OF 38.63 FEET TO A POINT THEREON, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 89° 26' 32" EAST;

THENCE NORTH 12° 35' 14" EAST, A DISTANCE OF 32.48 FEET;

THENCE NORTH 20° 36' 07" WEST, A DISTANCE OF 78.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 30.31 FEET, THE RADIAL LINE FROM SAID POINT BEARS NORTH 75° 41' 38" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 71° 17' 01", AN ARC DISTANCE OF 37.71 FEET TO A POINT THEREON, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 33° 01' 21" EAST;

THENCE NORTH 09° 45' 15" EAST, A DISTANCE OF 35.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 140.30 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 86° 18' 32" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 41° 29' 02", AN ARC DISTANCE OF 10.58 FEET TO A POINT THEREON, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 46.00 FEET, THE RADIAL I.LINE FROM SAID POINT HAVING A RADIUS OF 140.30 FEET BEARS SOUTH 44° 49' 29" EAST, THE RADIAL I.LINE FROM SAID POINT FROM SAID CURVE HAVING A RADIUS OF 46.00 FEET BEARS SOUTH 52° 23' 23" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 59° 26' 18", AN ARC DISTANCE OF 47.72 FEET TO A POINT THEREON, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 07° 02' 55" WEST;

THENCE SOUTH 89° 15' 19" EAST, A DISTANCE OF 67.00 FEET TO A POINT ON SAID CENTER LINE OF INLAND VALLEY DRIVE;

THENCE SOUTH 00° 44' 41" WEST ALONG SAID CENTERLINE, A DISTANCE OF 536.94 FEET TO THE NORTHWEST CORNER OF LOT "B" (INLAND VALLEY DRIVE 44.00 FEET IN HALF WIDTH) OF PARCEL MAP NO. 21911, AS SHOWN BY MAP ON FILE IN BOOK 152 OF PARCEL MAPS AT PAGES 56 AND 57 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL 8, SAID CORNER ALSO BEING THE MOST EASTERLY CORNER OF LOT LINE ADJUSTMENT NO. 2186 PER GRANT DEED RECORDED NOVEMBER 19, 1985 AS INSTRUMENT NO. 260680, OFFICIAL RECORDS OF RIVERSIDE CALIFORNIA;

THENCE SOUTH 46° 49' 48" WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL A AND ALONG THE NORTHEASTERLY BOUNDARY LINE OF PARCEL MAP NO. 25065, AS SHOWN BY MAP

IN BOOK 168 AT PAGES 92 AND 93 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 1377.33 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15, PER DEED RECORDED APRIL 6, 1955 IN BOOK 1718 AT PAGE 563 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 40° 05' 14" EAST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE BOUNDARY LINE OF SAID PARCEL A OF LOT LINE ADJUSTMENT NO. 2558, A DISTANCE OF 496.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL A;

THENCE NORTH 89° 36' 04" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 570.61 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL A;

THENCE NORTH 00° 46' 16" EAST ALONG THE WESTERLY LINE OF SAID PARCEL A AND ALONG THE WESTERLY LINE OF SAID LOT 8, A DISTANCE OF 2583.53 FEET TO THE NORTHWEST CORNER THEREOF, SAID CORNER BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1745.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 06° 51' 57" EAST;

THENCE EASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 13' 51", AN ARC DISTANCE OF 220.22 FEET;

THENCE SOUTH 89° 38' 06" EAST, A DISTANCE OF 1017.78 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED APRIL 6, 1955 IN BOOK 1718, PAGE 563 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION DEDICATED TO THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED JUNE 5, 1986 AS INSTRUMENT NO. 130638 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 380-250-033

EXHIBIT “B”

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. _____

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. _____

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:

SET ASIDE LETTER PRINCIPAL AMOUNT: \$

Financial Institution:

Address:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$

Surety:

Attorney-in-fact:

Address:

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$

Surety:

Attorney-in-fact:

Address:

CASH MONUMENT SECURITY: \$

Amount deposited per Cash Receipt No.

Date:

SET-ASIDE LETTER

_____, 2012

City of Wildomar
Frank Oviedo, City Manager
23873 Bundy Canyon Rd., Suite 201
Wildomar, CA 92595

Re: Oak Springs Ranch residential subdivision

Mr. Oviedo:

_____ ("Bank") has made a construction loan in the amount of _____ dollars ("Loan") to GLJ Partners ("Principal"), for the primary purpose of constructing a residential subdivision in the City of Wildomar ("City"), including those certain public improvements more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Improvements") required to be constructed by Principal under the terms of the Subdivision Improvement Agreement entered into by and between the Principal and City on or about _____, 2012.

Bank agrees to earmark and set aside from the Loan proceeds _____ dollars (\$_____) ("Set Aside Funds") as security for the Improvements in satisfaction of Principal's obligations under Section 16.60.010(A) and (D) of the Riverside County Code, as adopted by the City upon incorporation. The Set Aside Funds will secure the Improvements in the following manner:

1. _____ dollars [\$_____] will secure the faithful performance of the Principal's obligations under the Subdivision Improvement Agreement, including but not limited to, construction of the Improvements to the City's satisfaction;
2. _____ dollars [\$_____] will secure payment to all persons supplying labor, materials and equipment for the construction of the Improvements; and,
3. _____ dollars [\$_____] will warranty and guarantee the Improvements for a period of one year following their acceptance by the City against any defective work or labor done, or defective materials furnished ("Warranty Period").

Subject to the CONDITIONS AND LIMITATIONS set forth below, Bank agrees that:

The Set Aside Funds will be disbursed from time to time upon the written authorization of Principal and City for the construction of the Improvements, but only after Bank is satisfied that the work paid for has actually been performed. Any Set Aside Funds remaining after completion of the Improvements and their acceptance by the City shall continue to be earmarked and set aside by Bank until such time as City releases the Set Aside Funds in accordance with Section 16.60.010(E) of the Riverside County Code, as adopted by the City upon incorporation, and Government Code Section 66499.7.

If Principal fails to complete the Improvements to City's satisfaction as required by the terms and conditions of the Subdivision Improvement Agreement then, upon Bank's receipt of written notice from City, any undisbursed portion of the Set Aside Funds shall be disbursed to City to complete and pay for the Improvements. Principal waives any claim or interest in any Set Aside Funds so disbursed. City shall have no obligation to repay the Set Aside Funds disbursed to it and used to pay for the Improvements. City shall return to Bank any Set Aside Funds disbursed to it remaining after completion of the Improvements, if any. Bank may request from City an accounting of how the Set Aside Funds disbursed to City were spent.

All repairs, replacements, or reconstruction of the Improvements during the Warranty Period shall be at the sole cost, expense, and liability of Developer and Bank. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty Period, Developer and Bank agree to extend the Warranty Period for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Improvement(s).

This is an irrevocable commitment of funds not subject to recall, but is contingent upon recordation of the above Loan and the satisfaction of initial disbursement conditions set forth in the Loan Agreement between Principal and Bank.

The Set Aside Funds are not subject to offset.

Bank consents in advance to any extension of time as may be given by City to Developer to construct the Improvements, 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 Bank 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 Improvements were to have been completed.

As a part of the obligations guaranteed by the Set Aside Funds, and in addition to the face amount of the Set Aside Funds, Bank agrees to pay to City any costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing the obligations set forth herein and in the Subdivision Improvement Agreement, all to be taxed as costs and included in any judgment.

This undertaking on the part of Bank shall be valid from the date of recordation of the Loan until the expiration of the Warranty Period.

If requested by Principal to do so, Bank agrees to make a true and correct copy

of the Loan Agreement between Bank and Principal available to City for its review prior to City's acceptance of this letter.

Very truly yours,

BANK:

_____,
a California banking corporation

By: _____

Name:

Title:

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF WILDOMAR

TRACT MAP NO. _____ IMPROVEMENTS

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California (“City”) and _____ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. _____ (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 2012 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and _____ (“Surety”), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of _____ Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 *et seq.* of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this ____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____
(print name)	(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF WILDOMAR

TRACT MAP _____ IMPROVEMENTS

FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California (“City”) and _____ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. _____ (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 2012 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney’s fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and _____ (“Surety”), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of _____ Dollars (\$ _____), said sum being not less than 50% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this ____ day of _____, _____.

Principal

By: _____
Its: Managing Member

(print name)

Surety

By: _____
Attorney-In-Fact

(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

EXHIBIT “D”

**LIST OF TRACT MAP CONDITIONS
OF APPROVAL NOT SATISFIED**

Condition	Description
50.E HEALTH 002	Bonds must be posted and approved by County Counsel.
50.FIRE 005	Fire hydrants must be installed and accepted prior to placement of any combustible material onsite.
50. FLOOD RI 001	A copy of the improvement plans, grading plans, final map, environmental constraint sheet, BMP improvement plans, and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review.
50.PLANNING 007	Submit written proof that property has been annexed to County Service Area No. 152A.
50.PLANNING 008	Submit executed agreement with County Service Area No. 152A which demonstrates that 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 026	File an applicatin for annexation or inclusion into the County Service Area (CSA) for street sweeping or enter into similar mechanism as approved by the Transportation Dept.
50.TRANS 030	Rights-of-way landscaping to comply with Transportation Dept. standards and require approval. Assuance of continuing maintenance is required by applying for annexation into County Service Area (CSA), Landscape Maintenance District No. 89-1-Consolidated and/or Assessment District.
60. PARKS 003	Submit a trails plan to the Riverside County Regional Park and Open-Space District. The trails plan shall show the trail with all topography, grading, cross-sections, fencing, signage program (if applicable), street crossings and under crossings. All landscaping with the trail shall be shown in detail. Each historic site shall have an interpretive panel.
60.PLANNING 019	Pay outstanding balance(s), if any, of deposit-based fees.
50.E HEALTH 002	Financial arrangements (securities posted) must be made for the water improvement plans and be approved by County Counsel
50.FIRE 005	ECS map must be stamped by the Riverside County Surveyor with the following note: The required water system, including fire hydrants, must be installed and accepted by the appropriate water agency prior to any combustible building material placed on an individual lot
50. FLOOD RI 001	A copy of the improvement plans, grading plans, final map, environmental constraint sheet, BMP improvement plans, and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

50.PLANNING 007	The land divider shall submit written proof to the County Planning Department - Development Review Division that the subject property has been annexed to County Service Area No. 152A.
50.PLANNING 008	The land divider shall submit to the County Planning Department - Development Review Division a fully and completely executed agreement with 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 026	The project proponent shall contact the County Service Area (CSA) Project Manager to file an application for annexation or inclusion into CSA for street sweeping; or enter into a similar mechanism as approved by the Transportation Department.
50.TRANS 030	Landscaping within public road rights-of-way shall comply with Transportation Department standards and require approval by the Transportation Department. Assurance of continuing maintenance is required by filing an application for annexation into County Service Area, Landscaping and Lighting Maintenance District NO. 89-1-Consolidated and/or Assessment District.
60. PARKS 003	Prior to the issuance of any grading permits, a trails plan shall be submitted to the Riverside County Regional Park and Open-Space District. The trails plan shall show the trail with all topography, grading, cross-sections, fencing, signage program (if applicable), street crossings and under crossings. All landscaping with the trail shall be shown in detail. Prior to the issuance of any grading permits, the applicant shall ensure that each historic site has an interpretive panel. The panel shall include a line drawing of the building's "foot print", a brief discussion of the type and style of house the structure may have been, and any importance the structure may have had to the area based upon information obtained from the local Wildomar Historical Society and/or other sources.
60.PLANNING 019	Prior to issuance of grading permits, the Planning Department shall determine if the deposit based fees are in a negative balance. If so, any outstanding fees shall be paid by the applicant/developer.

EXHIBIT “E”

PUBLIC IMPROVEMENT ACCEPTANCE POLICY



CITY OF WILDOMAR

23873 Clinton Keith Rd, Ste 201, Wildomar, CA 92595
951.677.7751 Phone, 951.698.1463 Fax
www.CityofWildomar.org

PROJECT ACCEPTANCE

1. Payment of a minimum deposit of \$1,500.00 to the City of Wildomar to initiate the acceptance process and establish records for project acceptance, including but not limited to inspections, staff reports, setting up files and records, and completion letters or notices, as appropriate.
2. The Developer/Contractor shall maintain an accurate record of all approved deviations from the plans before and during construction. Upon completion of work, one set of red-lined plans reflecting all such deviations shall be submitted to the City for review. Following the City's review and approval, the redlined sets shall be converted to Record Drawings. The cover sheet shall include the following statement signed by the engineer in responsible charge: These record drawings reflect the original City approved design and City approved revisions thereto, along with all field modifications reported by the contractor. Each sheet shall be marked "RECORD DRAWING" and shall contain the design engineer's original registration stamp and signature.
3. The following shall be submitted to the City of Wildomar in consideration of improvement acceptance:
 - a. One set of large format (36" by 24" or 34" by 22") of record drawings on Mylar (2 mil min thickness). Mylars shall include SafCo Master File Carrier Strip #6551, or approved equal, attached to each sheet. Grid coordinate data for plans, maps, data, and exhibits shall be submitted in California State Plane, Zone II, North American Horizontal Datum of 1983 (NAD 83), and National Geodetic Vertical Datum of 1929 (NGVD 29) grid projection in US survey feet. CAD files shall incorporate these grid data.
 - b. Three Compact Disks (CDs) each containing the following:
 - i. Record Drawings of all improvements in a PDF File. The format shall be Adobe Acrobat, most recent or second most recent published software version. The resolution of improvement plan images shall be at least 400 dpi and the PDF file shall be no larger than 500KB in size per drawing sheet in the file.
 - ii. A separate copy of the Record Drawing sheets for streetlight and traffic signal improvements in a PDF file. The file shall contain all sheets pertaining to streetlight improvements, including streetlight locations and circuit diagrams. The format shall be Adobe Acrobat, most recent or second most recent published software version. The resolution of improvement plan images shall be at least 400 dpi and the PDF file shall be no larger than 500KB in size per drawing sheet in the file.
 - iii. The most up-to-date Computer-Aided Drafting file reflecting the original approved design and any approved revisions that were made electronically. The format shall be AUTOCAD, most recent or second most recent published software version.

- iv. An Excel-compatible spreadsheet data file containing comprehensive attribute data, in the format provided by the Director, for the street system, including signing and striping, associated with the subject development.
- v. An Excel-compatible spreadsheet data file containing comprehensive attribute data, in the format provided by the Director, for the storm drainage system associated with the subject development.

Each CD shall have the name of the project and date of preparation neatly printed on it and shall be initialed by the design engineer.

4. 8 ½ x 11 inch exhibit of Tract Map.
5. Correction of Project Improvements as listed in the punch lists provided by County of Riverside Inspection and City Inspection.

Upon confirmation of completion of all items, this project will be scheduled for approval with the City. Upon approval, a letter of acceptance will be prepared and, where appropriate, bonds will be released.

All correspondence should be directed to:

CITY OF WILDOMAR
Development Services, Public Works
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595
Telephone: 951/677-7751
Fax: 951/698-1463
www.cityofwildomar.org

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.5
GENERAL BUSINESS
Meeting Date: December 12, 2012

TO: Mayor and City Council Members

FROM: Tim D’Zmura, Public Works Director

SUBJECT: Agreement to Form the Lake Elsinore and Canyon Lake Total Maximum Daily Load (TMDL) Task Force

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve and authorize the City Manager to execute the Agreement to Form the Lake Elsinore and Canyon Lake Total Maximum Daily Load (TMDL) Task Force (Agreement).

BACKGROUND:

In 1998, the Santa Ana Regional Water Quality Control Board (Regional Board) designated Lake Elsinore and Canyon Lake as “impaired water bodies” because of high levels of algae in both lakes and low dissolved oxygen in Lake Elsinore. As a result of this designation, the Regional Board adopted Resolution R8-2004-0037 on December 20, 2004 amending the Water Quality Control Plan for the Santa Ana River Basin (Basin Plan Amendment) to incorporate nutrient TMDLs for Canyon Lake and Lake Elsinore. The Basin Plan Amendment specifies an Implementation Plan, which holds specified stake holders (Task Force Agencies) individually and/or jointly liable for complying with the TMDLs by means of specific tasks to be completed by specified dates under penalty of law. These tasks include development and implementation of a watershed-wide nutrient water quality monitoring program, development of an in-lake nutrient monitoring program for Canyon Lake and Lake Elsinore, development of a plan and schedule for in-lake sediment nutrient reduction for Lake Elsinore, development of a plan and schedule for evaluating in-lake sediment nutrient strategies for Canyon Lake, updating watershed and in-lake nutrient TMDL water quality models, developing a pollutant trading plan, and reviewing and revising the TMDL to reflect updated data and science.

A Task Force Agreement was originally approved prior to incorporation in March 2007, and was amended in February 2010 to include the newly incorporated City of Wildomar. That original agreement expired in June 2012 and the attached new Task Force Agreement was developed by the Task Force to implement certain tasks identified in the Implementation Plan and to pursue TMDL related tasks agreed upon by the Task Force Agencies.

ANALYSIS

The attached Agreement outlines the activities required by the Implementation Plan, specifies the representation of the Task Force, establishes the Lake Elsinore and San Jacinto Watersheds Authority as the Task Force Administrator, and specifies how the costs will be shared among the task Force Agencies. The Agreement specifies the following activities for the Task Force:

- Prepare a report identifying preliminary TMDL opportunities and Basin Plan Amendment language to revise the TMDLs.
- Implement a Watershed-wide Nutrient Monitoring Program.
- Implement a Lake Elsinore and Canyon Lake Nutrient Monitoring Program.
- Implement a Plan to Reduce Nutrients from Sediments in Lake Elsinore and Canyon Lake.
- Implement a Plan and Schedule for Updating the Existing Lake Elsinore/San Jacinto River Watershed Nutrient Model and the Canyon Lake and Lake Elsinore In-Lake Models.
- Investigate, Develop, and Implement a Pollutant (Water Quality) Trading Plan
- Investigate Long Term TMDL Implementation Structure, Cost Sharing Formula and Funding Sources.

Each agency has one representative on the Task Force, and receives one vote per \$1,000 of cost share assigned to the agency. The Agreement establishes an annual maximum combined County and Cities cost of \$800,000. For Fiscal Year 2012/2013 the total annual cost is \$481,000; of which the City's share is \$7,492. The cost share is calculated based on the estimated nutrient loading of the City that is tributary to these waterbodies. The Agreement has been approved by the City of San Jacinto, City of Lake Elsinore, Elsinore Valley Municipal Water District, City of Moreno Valley, City of Menifee, and Lake Elsinore and San Jacinto Watersheds Authority. The Agreement expires on June 30, 2017.

FISCAL IMPACTS:

The total estimated cost to implement the terms of the Agreement for Fiscal Year 2012-2013 is \$481,000; of which the City's contribution is \$7,492. This expenditure includes administration, nutrient monitoring, and TMDL implementation projects. Additionally, the City will incur approximately \$10,000 in Fiscal Year 2012-2013 for staff time to attend Task Force Agency meetings and coordinate with the Task Force.

Submitted by:
Tim D'Zmura
Public Works Director

Approved by:
Frank Oviedo
City Manager

ATTACHMENTS:

Agreement

ATTACHMENT 1

FINAL 6/18/12

AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE

This Agreement to form the Lake Elsinore and Canyon Lake TMDL Task Force (hereinafter “AGREEMENT”) is made and effective this **18th day of June, 2012** by and among the following entities, which are hereinafter sometimes collectively referred to as “TASK FORCE AGENCIES” or individually as “TASK FORCE AGENCY”:

- California Department of Fish and Game
- California Department of Transportation
- City of Beaumont
- City of Canyon Lake
- City of Hemet
- City of Lake Elsinore
- City of Menifee
- City of Moreno Valley
- City of Murrieta
- City of Perris
- City of Riverside
- City of San Jacinto
- City of Wildomar
- County of Riverside
- Eastern Municipal Water District
- Elsinore Valley Municipal Water District
- March Joint Powers Authority
- Riverside County Flood Control and Water Conservation District
- U.S. Air Force (March Air Reserve Base)
- Western Riverside County Agriculture Coalition (on behalf of the participating Dairy Operators and participating Agricultural Operators in the San Jacinto River Basin)

I. RECITALS

A. Whereas, in 1998, the Santa Ana Regional Water Quality Control Board (hereinafter “Regional Board”) designated Lake Elsinore and Canyon Lake in the Lake Elsinore and San Jacinto Watersheds (Collectively the “Watersheds”) as “impaired water bodies” pursuant to Section 303(d) of the federal Clean Water Act because of high levels of algae in both lakes and low dissolved oxygen in Lake Elsinore, attributed to excess phosphorus and nitrogen (Nutrients). As a result of said Section 303 designation, the Clean Water Act and California’s Non-point Source Pollution Control Plan requires that total maximum daily loads (hereinafter “TMDLs”) be established by the Regional Board for these waterbodies;

B. Whereas, in response to the Section 303(d) designation, the Regional Board adopted a Resolution R8-2004-0037 on December 20, 2004 amending the Water Quality Control Plan for the Santa Ana River Basin (BASIN PLAN AMENDMENT) to incorporate nutrient TMDLs for Canyon Lake and Lake Elsinore. The Basin Plan Amendment specifies, among other things, an Implementation Plan, which holds specified stake holders (TASK FORCE AGENCIES) individually and/or jointly liable for complying with the TMDLs by means of specific tasks to be completed by specified dates under penalty of law. These tasks include development and implementation of a watershed-wide nutrient water quality monitoring program, development of an in-lake nutrient monitoring program for Canyon Lake and Lake Elsinore, development of a plan and schedule for in-lake sediment nutrient reduction for Lake Elsinore, development of a plan and schedule for evaluating in-lake sediment nutrient strategies for Canyon Lake, updating watershed and in-lake nutrient TMDL water quality models, developing a pollutant trading plan, and reviewing and revising the TMDL to reflect updated data and science;

C. Whereas, the purpose of this AGREEMENT is to form a task force (hereinafter “TASK FORCE”) to implement certain tasks identified in the TMDL Implementation Plan and to pursue TMDL related tasks agreed upon by TASK FORCE AGENCIES;

D. Whereas, the TASK FORCE AGENCIES agree that the purpose of this TASK FORCE is to (1) review and develop recommendations to update the TMDL BASIN PLAN AMENDMENT based on the best available scientific information, and (2) implement TMDL Implementation Plan Tasks identified below and jointly assigned to TASK FORCE AGENCIES, and (3) propose appropriate revisions to the TMDL BASIN PLAN AMENDMENT to the Santa Ana RWQCB, and (4) allow watershed stakeholders to participate in efforts to meet appropriate water quality standards so that Canyon Lake and/or Lake Elsinore can be de-listed from the Clean Water Act 303(d) list of impaired water bodies;

E. Whereas, hundreds of individual agricultural and dairy operators are subject to the Canyon Lake and Lake Elsinore TMDLs and its component TMDL Implementation Plan;

F. Whereas, the Western Riverside County Agricultural Coalition(WRCAC) is a non-profit organization representing the interests of participating agricultural and dairy operators within the San Jacinto Watershed;

G. Whereas, WRCAC's membership is open to any and all agricultural and dairy operators within the San Jacinto watershed;

H. Whereas, March Air Reserve Base (MARB) is an installation of the United States Air Force on federal lands and, as an agency of the federal government, is therefore subject to limitations in its ability to comply with every provision stated herein to the same extent that other non-federal TASK FORCE AGENCIES are able to comply. These limitations are based upon, but not limited to, those identified in the federal Clean Water Act, the federal Antideficiency Act, the principle of sovereign immunity and the holdings of the Supreme Court of the United States, and other binding federal court decisions, as they interpret those sources of federal law. The limitations so mentioned include, but are not limited to, the availability of federal funding to pay for participation in this program, and the ability of MARB to participate directly in sampling, research or data gathering activities which are not located on or near MARB lands or a point source of water discharge arising on MARB lands, or other activities not specifically authorized by the Federal Clean Water Act section 313. To the extent that the limitations described herein prevent MARB from fully participating in any aspect of this program, they reserve the right, in their sole discretion, to participate in the program as a matter of comity. By entering into this agreement, MARB does not authorize any of the TASK FORCE AGENCIES to exercise regulatory authority over them. MARB agrees that State and federal regulatory agencies that are or may become members of this TASK FORCE have regulatory authority over MARB only to the extent permitted by State or Federal Law;

I. Whereas, the TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the TASK FORCE may be improved by the inclusion of other agencies as additional TASK FORCE AGENCIES to the TASK FORCE;

J. Whereas, the Riverside County Flood Control and Water Conservation District (RCFC&WCD) serves as the MS4 PRINCIPAL PERMITTEE for the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (MS4) for the Santa Ana Region of Riverside County;

K. Whereas, the County of Riverside and Cities of Beaumont, Canyon Lake, Hemet, Lake Elsinore, Moreno Valley, Murrieta, Perris, Riverside, San Jacinto, Menifee, Wildomar are MS4 CO-PERMITTEES for the NPDES MS4 Permit for the Santa Ana Region of Riverside County;

L. Whereas, the MS4 PRINCIPAL PERMITTEE and MS4 CO-PERMITTEES collectively represent the MS4 PERMITTEES within the San Jacinto Watershed;

M. Whereas, the NPDES MS4 Permit for the Santa Ana Region of Riverside County is regulated by the Regional Board and subject to the requirements of the nutrient TMDLs for Canyon Lake and Lake Elsinore;

N. Whereas RCFC&WCD has agreed to provide services on behalf of itself as MS4 PRINCIPAL PERMITTEE and on behalf of the MS4 CO-PERMITTEES for the purposes of this AGREEMENT;

O. Whereas, the TMDL assigned nutrient waste load allocations for Supplemental Water addition to Lake Elsinore to stabilize the Lake's elevation;

P. Whereas, the nutrient waste load allocation for Supplemental Water, which includes Island Well water, EVMWD treatment plant effluent, and other sources of non-stormwater, may reduce the TMDL waste load allocation and TMDL load allocation of other point and non-point sources because in-lake nutrient capacity was not adjusted to account for increased lake levels associated with the addition of Supplemental Water;

Q. Whereas, the assumptions regarding load allocations for Supplemental Water may not be consistent with the actual operation of Supplemental Water sources;

R. Whereas, the City of Lake Elsinore and EVMWD previously entered into an agreement to equally share the cost of Supplemental Water addition to the Lake under the "Lake Elsinore Comprehensive Water Management Agreement",

S. Whereas, for the purposes of this Agreement, the City of Lake Elsinore shall be acknowledged and recognized as a separate and equal contributor with EVMWD for the cost and voting rights accorded under this Agreement attributed to EVMWD for Supplemental Water addition;

T. Whereas, the TASK FORCE AGENCIES agree that certain nutrient dischargers have been either inappropriately named or not named as responsible parties for various tasks in the BASIN PLAN AMENDMENT;

U. Whereas, the TASK FORCE AGENCIES agree that agricultural and dairy lands are converting to urban and open space lands;

V. Whereas, the TASK FORCE AGENCIES agree that an amendment to the TMDL to address, at minimum, the proper naming of responsible parties for various tasks in the TMDL Implementation Plan, to correct the load allocation and waste load allocations to properly address the impacts of Supplemental Water on Lake Elsinore, and to revise the load allocation and waste load allocations to address the ongoing conversion of agriculture and dairy lands to urban and/or open space should be addressed as part of a revision to the TMDL Implementation Plan; and

W. Whereas, MARB agrees to budget for and to participate in the TASK FORCE, provided that sufficient funds are appropriated by the Congress, and on the condition that funding requirements under this AGREEMENT do not violate the Anti-deficiency Act, and provided that the TASK FORCE AGENCIES agree to relocate the proposed monitoring station from Kitching Channel to the Heacock drainage channel, and use any fees provided by MARB, for participation in this program, to establish and monitor this station.

II. COVENANTS

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the TASK FORCE AGENCIES agree as follows:

1. Creation of a Task Force. There is hereby created a "Lake Elsinore and Canyon Lake TMDL Task Force" ("TASK FORCE") consisting of the TASK FORCE AGENCIES and certain Non-Voting, Non-Funding Members as more specifically provided for in paragraph 2 below.
2. Representation on the Task Force.
 - a. Appointment. Concurrently with the execution of this Agreement, each TASK FORCE AGENCY shall, in accordance with such TASK FORCE AGENCY's own governing provisions, appoint one primary representative to the TASK FORCE and one alternate representative to act in the absence of the primary representative (hereinafter collectively referred to as "REPRESENTATIVES" or individually as "REPRESENTATIVE"). The REPRESENTATIVES

shall have the authority to act on behalf of its appointing TASK FORCE AGENCY. The REPRESENTATIVES shall serve at the pleasure of the appointing TASK FORCE AGENCY and may be removed at any time, with or without cause by such TASK FORCE AGENCY; provided, however, that the TASK FORCE AGENCIES acknowledge and agree the continuity of representation on the TASK FORCE is important to the overall effectiveness of the TASK FORCE, and the TASK FORCE AGENCIES further agree to ensure such continuity whenever possible.

- b. Additional Agencies. The TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the TASK FORCE may be improved by the inclusion of other agencies as additional TASK FORCE AGENCIES to the TASK FORCE. Such agencies may join the TASK FORCE on such written terms and conditions as are acceptable to all then existing TASK FORCE AGENCIES of the TASK FORCE, including, but not limited to, agreed-upon cash contributions for past, present, and/or future work, of the TASK FORCE. The inclusion of such agencies as additional TASK FORCE AGENCIES to the TASK FORCE shall be effected by a written amendment to this AGREEMENT signed by all then existing TASK FORCE AGENCIES. Such additional TASK FORCE AGENCIES shall each appoint their TASK FORCE primary REPRESENTATIVE and alternate REPRESENTATIVE as provided in Section II.2.a above or in said written amendment. The following agencies will be considered for inclusion as additional TASK FORCE AGENCIES in future amendments to this Agreement within the meaning of this section:

Any other named stakeholder in any future amendments of the BASIN PLAN AMENDMENT.

-
- c. Non-Voting, Non-Funding Members. The Regional Board, Lake Elsinore and San Jacinto Watersheds Authority and the San Jacinto River Watershed council are hereby appointed as Non-Voting, Non-Funding Members of the TASK FORCE. Additional Non-Voting, Non-Funding Members may be appointed by a majority vote of the TASK FORCE representatives. Non-Voting, Non-Funding Members appointed herein, and any appointed in the future are authorized only to make recommendations upon the functioning of this TASK FORCE and the development of this program. Federal, State and local regulatory agencies acting as Non-Voting, Non-Funding Members, now or in the future, retain authority to regulate TASK FORCE MEMBERS only to the extent that they are so authorized under State and Federal law.
 - d. Dairy and Agricultural Operators. The TASK FORCE AGENCIES acknowledge that the Western Riverside County Agriculture Coalition (WRCAC) shall represent the collective interest of both participating agricultural and dairy operators in the San Jacinto River Watershed in the TASK FORCE at this time. WRCAC shall appoint two primary TASK FORCE REPRESENTATIVES and two alternate REPRESENTATIVES as provided in Section II.2.a. One set of REPRESENTATIVES shall be designated for agricultural operator interests; the other set of REPRESENTATIVES shall be designated for dairy interests for the purposes of this TASK FORCE.
 - e. Committees. The TASK FORCE may establish subcommittees, consisting of REPRESENTATIVES and Non-Voting, Non-Funding Members who shall be selected by, and serve at the pleasure of, the TASK FORCE.
 - f. Task Force Administrator. A TASK FORCE administrator (hereinafter "TASK FORCE ADMINISTRATOR") shall be appointed by the TASK FORCE. The TASK FORCE ADMINISTRATOR shall have the following administrative responsibilities:

- (1) Organizing and facilitating TASK FORCE meetings;
- (2) Secretarial, clerical, and administrative services;
- (3) Managing TASK FORCE funds and preparing annual reports of TASK FORCE assets and expenditures;
- (4) Retaining TASK FORCE-authorized consultants; and
- (5) Seeking funding grants to assist with achieving the work of the TASK FORCE and other goals and objectives approved by TASK FORCE AGENCIES.
- (6) Possible administrator of future pollutant trading (water quality trading) agreements.

The TASK FORCE AGENCIES hereby appoint the Lake Elsinore and San Jacinto Watersheds Authority as the initial TASK FORCE ADMINISTRATOR.

g. Meetings of the Task Force.

- (i) Frequency and Location. The TASK FORCE shall, by resolution or motion, agree upon the time and place for holding its regular meetings. Special meetings may be called at the request of the TASK FORCE ADMINISTRATOR or by a majority of the TASK FORCE REPRESENTATIVES.
- (ii) Task Force Chair. The TASK FORCE REPRESENTATIVES shall select a chair and a vice-chair. The term of the chair and vice-chair shall be one year and shall be rotated among the TASK FORCE REPRESENTATIVES interested in serving as chair.
- (iii) Quorum. One half or more of the REPRESENTATIVES of the TASK FORCE shall constitute a Quorum.
- (iv) Voting. Actions of the TASK FORCE shall be validly taken only when a Quorum is present and upon the affirmative vote of a MAJORITY of the TASK FORCE REPRESENTATIVES. A MAJORITY of the REPRESENTATIVES shall be determined as follows:

Each TASK FORCE AGENCY shall have one vote assigned for each \$1,000 increment of PRO RATA COST SHARE, as described in Paragraph II.5 below, contributed to the TASK FORCE Budget developed for a given fiscal year. A MAJORITY of the REPRESENTATIVES shall consist of greater than 50% of the total votes based on the Budget for the fiscal year during which the action is taken.

- (v) All meetings of the TASK FORCE or any of its committees shall be conducted as may be required by any applicable provisions of the Ralph M. Brown Act (California Government Code §§54950 et seq.). The provisions contained in the Ralph M. Brown Act shall prevail in the event of any conflict with provisions contained in this Agreement.

The TASK FORCE may adopt such additional rules and regulations as may be required for the conduct of its affairs so long as such rules and regulations do not conflict with this Agreement.

3. Work of the Task Force. The TASK FORCE shall perform the following tasks in accordance with guidelines established by the Regional Board:
 - a. To retain consulting services to review scientific and other assumptions contained within the TMDL. Consultant(s) shall provide a report identifying preliminary TMDL opportunities such as site specific objectives, pollutant trading strategies, and integration strategies. The final scope of work shall be approved by the Task Force. The report shall specifically consider assumptions supporting the TMDL. The report should also provide preliminary analysis of the ability to achieve in-lake nutrient reductions and verify that load assignments are appropriate. Upon completion of the report, Consultant(s) shall also review work described herein, and make

recommendations to ensure that work is specifically designed to resolve any deficiencies, where appropriate. Consultant(s) shall also coordinate development of BASIN PLAN AMENDMENT language, in coordination with the Regional Board, which can be used to revise the TMDLs as part of the Regional Board's Triennial Reviews.

- b. TMDL IMPLEMENTATION PLAN Task 4 - Implement a Watershed-wide Nutrient Monitoring Program. This program shall obtain data necessary to update the Lake Elsinore and Canyon Lake Nutrient TMDL, and to determine compliance with interim and final nitrogen and phosphorus allocations, and compliance with the nitrogen and phosphorus TMDLs. Monitoring and management of monitoring data to update the Lake Elsinore and Canyon Lake Nutrient TMDL shall commence immediately upon approval of this Agreement. An annual report summarizing the data collected for the year shall be submitted to the Regional Board by August 15 of each year.
- c. TMDL IMPLEMENTATION PLAN Task 4 - Implement a Lake Elsinore and Canyon Lake Nutrient Monitoring Program. This program shall obtain data necessary to update the Lake Elsinore and Canyon Lake Nutrient TMDLs, and to determine compliance with interim and final nitrogen, phosphorus, chlorophyll A and dissolved oxygen numeric targets. In addition, the monitoring program shall determine the relationship between ammonia toxicity and the total nitrogen allocation to ensure that the total nitrogen allocation will prevent ammonia toxicity in Lake Elsinore and Canyon Lake. Lake monitoring and management of lake monitoring data shall be deferred based on agreement with the Regional Board. Thereafter, an annual report summarizing the data collected for the year shall be submitted to the Regional Board by August 15 of each year.
- d. TMDL IMPLEMENTATION PLAN Tasks 9 and 10 - Implement a Plan to Reduce Nutrients from sediments in Lake Elsinore and Canyon Lake. The projects will be based on prepared plans shall evaluate the efficacy of various in-lake treatment technologies to prevent the release of Nutrients from lake sediments as a long-term strategy for control of Nutrients in the sediment. The program may also include a sediment nutrient monitoring program to evaluate the effectiveness of any technologies that may be implemented. Target Date for Completion Date: July 1, 2015 (Interim TMDL targets) July 1, 2020 (Final TMDL targets).
- e. TMDL IMPLEMENTATION PLAN Task 11 - Implement a Plan and Schedule for Updating the Existing Lake Elsinore/San Jacinto River Watershed Nutrient Model and the Canyon Lake and Lake Elsinore In-Lake Models. Develop and implement a plan and schedule to update and execute Watersheds and in-lake models to track the progress of TMDL efforts. In-lake models should be analyzed as soon as sufficient data becomes available. Target Date for Completion: December 31, 2018.
- f. TMDL IMPLEMENTATION PLAN Task 12 - Investigate, Develop and Implement a Pollutant (Water Quality) Trading Plan. Investigate the feasibility of pollutant trading in the Watersheds, and develop a feasibility plan for Regional Board review and approval. Target Date for Completion: December 31, 2012.
- g. Investigate Long Term TMDL Implementation Structure, Cost Sharing Formula and Funding Sources. Investigate possible long term administrative structures, cost sharing formulas and funding sources that can be used to obtain compliance with the TMDL requirements. Target Date for Completion: December 31, 2012.
- h. Other Tasks. The TASK FORCE may undertake such other plans, programs and studies as authorized by the TASK FORCE pursuant to II.2.g. of this Agreement.

- i. Limitations on MARB. As described above in Section I.h., MARB is an agency of the federal government and is therefore unable to participate in each and every aspect of Section 3 to the same extent as other TASK FORCE MEMBERS. To the extent that it is unable to participate in any tasks under section 3, it reserves the right, in its sole discretion, to participate to the fullest extent that it is able, as a matter of comity.

4. Budgets. The total Annual Budget, adjusted to remove in-kind services, grant funding and funding credits associated with this Agreement shall not exceed \$800,000, except as authorized by the TASK FORCE via two-thirds approval via votes based on the Budget for the then current fiscal year pursuant to II.2.g. of this Agreement. The TASK FORCE ADMINISTRATOR shall prepare and submit a proposed Budget for each fiscal year of this Agreement to the TASK FORCE AGENCIES by November 30th. The proposed Budget shall include all anticipated costs for the scope(s) of work developed by the TASK FORCE for the next fiscal year. The TASK FORCE Representatives shall approve the Budget by December 31st. Each TASK FORCE AGENCY shall pay its PRO-RATA SHARE of the approved fiscal year's TASK FORCE Budget and arrears by August 31st of the following year. The Budget for the fiscal year 2012- 2013 and estimate for fiscal year 2013- 2014 is included as Attachment A to the Agreement. Approval of this Agreement shall constitute approval of the Budget for fiscal year 2012- 2013. Payment of the fiscal year 2012- 2013 Budget shall be by August 31, 2012, or within 30 days of the approval of this Agreement by each TASK FORCE AGENCY, whichever is sooner.

The TASK FORCE ADMINISTRATOR shall endeavor to minimize carry-over fund balances to those necessary to complete work of the TASK FORCE and to maintain contingencies limited to those necessary to ensure work of the TASK FORCE is not impeded. Excess not necessary to complete budgeted work of the TASK FORCE or maintain adequate reserves shall be credited back to the TASK FORCE AGENCIES in the Budget consistent with the PRO-RATA SHARE methodology described in Paragraph II.5 below. THE TASK FORCE AGENCIES shall agree to a reasonable reserve balance as part of each year's Budget.

After September 30th of each year, the TASK FORCE ADMINISTRATOR shall provide an accounting of all PRO RATA SHARES collected via cash or in-kind contributions. If PRO RATA SHARES collected are less than Budget, the TASK FORCE shall meet with Regional Board staff to determine appropriate priorities for scheduled TASK FORCE work and revise Budget based on available funds.

5. Pro-Rata Share Calculation. The annual PRO-RATA SHARE shall be calculated in the following manner:
 - A. TMDL TASK FORCE costs are identified within the Task Force Budget under Part A: Task Force Regulatory/Administrative Budget (see Exhibit "A") and starting in FY 13-14 shall be shared equally by the TASK FORCE AGENCIES .
 - B. TMDL TASK FORCE costs identified within the Task Force Budget under Part B: TMDL Implementation Project Budget (see Exhibit "A") shall be shared by the TASK FORCE AGENCIES, based upon participation in the individual program or project. The PRO-RATA SHARE for each TASK FORCE AGENCIES under Part B shall be per an amount agreed upon and/or in kind services among the participating parties.
 - C. The PRO-RATA SHARE for additional TASK FORCE AGENCIES shall be per in-kind services and/or an amount agreed upon via written amendment of this AGREEMENT per Section II.2.b.

If the estimated funds collected under the PRO-RATA SHARE calculations exceed the BUDGET, the contributions of MS4 CO-PERMITTEES, EVMWD, City of Lake Elsinore, Agricultural Operators, Dairy and other TASK FORCE AGENCIES contributing in excess of the base amount shall be raised or reduced proportionately based on the percentage of their PRO-RATA SHARE, until the estimated total PRO-RATA SHARES equals the BUDGET.

RCFC&WCD shall provide the TASK FORCE ADMINSTRATOR with annual individual MS4 CO-PERMITTEE cost share distribution of the MS4 CO-PERMITTEES PRO-RATA SHARE for each Fiscal Year. The methodology used by RCFC&WCD to calculate the MS4 CO-PERMITTEE cost share distribution may be amended at the NPDES MS4 Management Steering Committee.

Pro rata cost shares assigned to TASK FORCE AGENCIES who are not PARTIES to this Agreement shall be considered unfunded portions of the BUDGET and are addressed in Section II.4, paragraph 3 of this Agreement.

6. In-Kind Credits. The TASK FORCE shall accept in-kind contributions or credits for TASK FORCE work defined under this AGREEMENT per Section II.3 as agreed to annually by the TASK FORCE. The PRO-RATA SHARE of a TASK FORCE AGENCY shall be reduced by the value of IN-KIND CREDITS provided toward agreed-upon budgeted tasks by, or on behalf, of the TASK FORCE AGENCY(S). Credits shall be applied to each budget period and adjusted at the end of each budget year based on actual verified costs unless deferred to a future budget year among the TASK FORCE AGENCIES with credits.
7. Modifications to the TASK FORCE PRO-RATA SHARE methodology. The methodology deriving the TASK FORCE PRO-RATA SHARE as provided in Section II.5 of this Agreement may be modified upon written approval of all then existing TASK FORCE AGENCIES who's PRO-RATA SHARE would be affected.
8. The TASK FORCE AGENCIES shall cooperate fully with one another to attain the purposes of this Agreement.
9. Nothing in this Agreement, nor the work set forth in this Agreement, nor any activity approved or carried out by the TASK FORCE AGENCIES hereunder, is intended to be nor shall be interpreted as a waiver by TASK FORCE AGENCIES of the "Maximum Extent Practicable" standard set forth in the Clean Water Act (33 U.S.C. Section 1251 *et seq.*).
10. Each TASK FORCE AGENCY shall indemnify, defend, and hold each of the other TASK FORCE AGENCIES, including their special districts, officials, agents, officers, and employees, harmless from and against any and all liability and expense arising from any act or omission of such TASK FORCE AGENCY, its officials, agents, officers, and employees, in connection with this Agreement, including but not limited to defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage; provided, however, that no TASK FORCE AGENCY shall indemnify another TASK FORCE AGENCY for that TASK FORCE AGENCY's own negligence or willful misconduct.

MARB, as an agency of the federal government, is unable to indemnify or hold harmless any other TASK FORCE AGENCY for any liability arising under this agreement. MARB expressly does not indemnify or hold harmless any other TASK FORCE AGENCY for any injuries or liabilities, to itself, to any third party or to MARB, or its employees under this agreement or any activities carried out under authority of this agreement.

11. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the TASK FORCE

AGENCIES hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each of the TASK FORCE AGENCIES indemnifies, defends, and holds harmless each other TASK FORCE AGENCY for any liability, cost, or expense that may be imposed upon such other TASK FORCE AGENCY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

MARB, as an agency of the federal government, is unable to indemnify or hold harmless any other TASK FORCE AGENCY for any liability arising under this agreement. MARB expressly does not indemnify or hold harmless any TASK FORCE AGENCY for any injuries or liabilities, to itself, to any third party or to MARB or their employees under this agreement or any activities carried out under authority of this agreement. Tort liability for federal employees, including employees of MARB, is expressly authorized and limited by the Federal Tort Claims Act, which will control liability of MARB and their employees under the terms of this agreement.

12. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This Agreement has been written before ascertaining the availability of Federal or State legislative appropriation of funds, for the mutual benefit of the TASK FORCE AGENCIES in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable as to each of the CALTRANS as if sufficient funds have been made available to CALTRANS by the United States Government or California State Legislature for the purposes set forth in this Agreement. If the United States Government or the California State Legislature does not appropriate sufficient funds for CALTRANS to participate in this Agreement, this Agreement may be amended in writing by the TASK FORCE AGENCIES to reflect any agreed-upon reduction in the percentage of funds contributed by CALTRANS to continue its participation in this Agreement. CALTRANS, however, has the option to withdraw from this Agreement in the event sufficient funds are not appropriated for CALTRANS. Should CALTRANS exercise its option to withdraw from this Agreement, CALTRANS shall remain responsible for its share of liability, if any, incurred while participating in this Agreement.
13. No TASK FORCE AGENCY shall have a financial obligation to any other TASK FORCE AGENCY under this Agreement, except as expressly provided herein.
14. Any notices, invoices, reports, correspondence, or other communication concerning this Agreement shall be directed to the TASK FORCE AGENCY REPRESENTATIVE on file with the TASK FORCE ADMINISTRATOR, except that any TASK FORCE AGENCY may change its name or address by giving the other TASK FORCE AGENCIES at least ten days written notice of the new name or address.
15. The TASK FORCE AGENCIES are, and shall at all times remain as to each other, wholly independent entities. No TASK FORCE AGENCY to this Agreement shall have power to incur any debt, obligation, or liability on behalf of any other TASK FORCE AGENCY unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a TASK FORCE AGENCY shall be deemed for any purpose whatsoever to be an agent, employee or officer of another TASK FORCE AGENCY.

16. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of each TASK FORCE AGENCY.
17. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, except as to the March Air Reserve Base to whom federal law is applicable.
18. If any provision of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.
19. Each individual TASK FORCE AGENCY has been represented by its own separate counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting TASK FORCE AGENCY.
20. Each of the persons signing below on behalf of a TASK FORCE AGENCY represents and warrants that he or she is authorized to sign this Agreement on behalf of such TASK FORCE AGENCY.
21. Duration of Agreement. This Agreement shall terminate **June 30, 2017** (unless extended by mutual agreement of all TASK FORCE AGENCIES), provided that all debts and liabilities of the TASK FORCE are satisfied. Notwithstanding the foregoing, each TASK FORCE AGENCY reserves the right to withdraw from the TASK FORCE at any time, upon sixty (60) days prior written notice to the TASK FORCE. TASK FORCE contingency, projects, and studies underway at the time of withdrawal shall continue to be fully funded by the withdrawing TASK FORCE AGENCY until the end of the fiscal year in which the TASK FORCE AGENCY gave notice to withdraw.
22. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument.
23. Amendment. This Agreement may not be amended except in a writing signed by all the TASK FORCE AGENCIES.

IN WITNESS WHEREOF, the TASK FORCE AGENCIES have executed this AGREEMENT on the date set forth below:

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY _____

DATE _____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY _____

DATE _____

CITY OF BEAUMONT

BY _____
Mayor

DATE _____

CITY OF CANYON LAKE

BY _____
Mayor

DATE _____

CITY OF HEMET

BY _____
Mayor

DATE _____

CITY OF LAKE ELSINORE

BY _____
Mayor

DATE _____

CITY OF MENIFEE

BY _____
Mayor

DATE _____

CITY OF MORENO VALLEY

BY _____
Mayor

DATE: _____

CITY OF MURRIETA

BY _____
Mayor

DATE _____

CITY OF PERRIS

BY _____
Mayor

DATE _____

CITY OF RIVERSIDE

BY _____
Mayor

DATE _____

CITY OF SAN JACINTO

BY _____
Mayor

DATE _____

CITY OF WILDOMAR

BY _____
Mayor

DATE _____

COUNTY OF RIVERSIDE

BY _____

DATE _____

**U.S. AIR FORCE
(MARCH AIR RESERVE BASE)**

BY _____

DATE _____

EASTERN MUNICIPAL WATER DISTRICT

BY _____

DATE _____

**WESTERN RIVERSIDE COUNTY
AGRICULTURE COALITION**

BY _____

DATE _____

**ELSINORE VALLEY MUNICIPAL
WATER DISTRICT**

BY _____

DATE _____

**SANTA ANA REGIONAL WATER QUALITY
CONTROL BOARD**

BY _____

DATE _____

MARCH JOINT POWERS AUTHORITY

BY _____

DATE _____

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

BY _____

DATE _____

**Approved FY 2012-13 Budget: Lake Elsinore & Canyon Lake TMDL Task Force
Summary Task Force Expenditures**

Budget
2012-13

Part A: Task Force Regulatory/Administrative Budget

1. Task Force Administration	\$ 50,000
Task Force Administrator (LESJWA)	
Annual Water Quality Reporting and Database Management	
Amend Task Force Agreement	
Grant Preparation	
2. TMDL Compliance Expert	\$ 50,000
Risk Sciences	
3. Pollutant Trading Program Development	\$ 60,000
TBD	
4. Contingency (approximately 10% of direct stakeholder expenses)	\$ 16,000
TMDL Task Force Regulatory/Administrative Budget	\$ 176,000

Part B: TMDL Implementation Project Budget

1. TMDL Compliance Monitoring	
Watershed-wide Nutrient Monitoring Program	\$ 85,000
Watershed-wide Nutrient Monitoring & Report Preparation (Weston Solutions)	\$ 70,000
Wet Year Watershed-wide Monitoring (weather dependant) (RCFC&WCD)	\$ -
Lab Analysis, Watershed-wide Monitoring (RCFC&WCD)	\$ 15,000
Stream gauge O&M (RCFC&WCD)	\$ -
Lake Elsinore Nutrient Monitoring Program	\$ -
Lake Elsinore Nutrient Monitoring & Lab Analysis (EVMWD)	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring & Lab Analysis (EVMWD)	\$ -
2. Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M (to be handled by separate agreement)	
O&M	\$ -
Pollutant Trading Administration (3% of O&M Costs)	\$ -
Fishery Management O&M	\$ -
Carp Removal Program	\$ -
Pollutant Trading Administration (3% of O&M Costs)	\$ -
3. Canyon Lake Project Alternatives	\$ 220,000
Permitting	\$ 30,000
O&M Agreement	\$ 20,000
Detailed Design	\$ 150,000
Construction	\$ -
O&M	\$ -
Project Administration (10% of budgeted expenses)	\$ 20,000
Pollutant Trading Administration (3% of O&M Costs)	\$ -
	\$ -
	\$ -
	\$ -
TMDL Task Force Implementation Budget	\$ 305,000

TMDL Task Force Budget : \$ 481,000

Task Force Agency Contributions Summary

**Budget
2012-13**

1. Task Force Agency Allocation

	Administrative (Part A)	Project Implementation (Part B)	Total
MS4 Co-Permittees (Total)	\$ 105,600	\$ 249,988	\$ 355,588
Riverside County	\$ 18,981	\$ 44,935	\$ 63,916
City of Beaumont	\$ 2,249	\$ 5,324	\$ 7,574
City of Canyon Lake	\$ 1,958	\$ 4,636	\$ 6,595
City of Hemet	\$ 13,087	\$ 30,980	\$ 44,067
City of Lake Elsinore	\$ 6,955	\$ 16,466	\$ 23,421
City of Moreno Valley	\$ 30,284	\$ 71,691	\$ 101,974
City of Murrieta	\$ 375	\$ 888	\$ 1,263
City of Perris	\$ 9,560	\$ 22,632	\$ 32,192
City of Riverside	\$ 1,710	\$ 4,047	\$ 5,757
City of San Jacinto	\$ 6,420	\$ 15,197	\$ 21,617
City of Menifee	\$ 11,796	\$ 27,925	\$ 39,721
City of Wildomar	\$ 2,225	\$ 5,267	\$ 7,492
Elsinore Valley Municipal Water District (EVMWD)	\$ 8,800	\$ 4,250	\$ 13,050
San Jacinto Agricultural Operators	\$ 8,800	\$ 19,478	\$ 28,278
San Jacinto Dairy & CAFO Operators	\$ 8,800	\$ 10,034	\$ 18,834
CALTRANS - freeway	\$ 8,800	\$ 4,250	\$ 13,050
CA DF&G - San Jacinto Wetlands	\$ 8,800	\$ 4,250	\$ 13,050
Eastern Municipal Water District	\$ 8,800	\$ 4,250	\$ 13,050
March Air Reserve Base Joint Powers Authority	\$ 8,800	\$ 4,250	\$ 13,050
US Air Force (March Air Reserve Base)	\$ 8,800	\$ 4,250	\$ 13,050
Total Funding Required	\$ 176,000	\$ 305,000	\$ 481,000

Notes:

Task Force Administration

- Organize and facilitate TMDL TASK FORCE and TAC meetings,
- Perform secretarial, clerical and administrative services, including providing meeting summaries to TMDL TASK FORCE members,
- Manage TMDL TASK FORCE funds and prepare annual reports of TMDL TASK FORCE assets and expenditures,
- Serve as the contracting party, for the benefit of the TMDL TASK FORCE, for contracts with all consultants, contractors, vendors and other entities,
- Seek funding grants to assist with achieving goals and objectives of the TMDL TASK FORCE.
- Coordinate with other agencies and organizations as necessary to facilitate TMDL TASK FORCE work.
- Administer the preparation of quarterly and annual reports, as required by the TMDL Implementation Plan, and submit them as required by the TMDL Implementation Plan on behalf of the TMDL TASK FORCE.
- Possible administrator of future pollutant trading (water quality trading) agreements.

TMDL Compliance Expert

- Support Task Force Agency as a Regulatory Strategist and Compliance Expert .
- Develop implementation strategy to address TMDL compliance with nutrient targets
- Plan and prepare Basin Plan Amendment for TMDL
- Sub-contract out pollutant trading agreement preparation by consultant

Task Force Agency Contributions Detailed Tables**Part A: Task Force Regulatory/Administrative Budget****Task Force Regulatory/Administrative Expenses**

	Allocation
MS4 Co-Permittees	\$ 105,600
Riverside County	\$ 18,981
City of Beaumont	\$ 2,249
City of Canyon Lake	\$ 1,958
City of Hemet	\$ 13,087
City of Lake Elsinore	\$ 6,955
City of Moreno Valley	\$ 30,284
City of Murrieta	\$ 375
City of Perris	\$ 9,560
City of Riverside	\$ 1,710
City of San Jacinto	\$ 6,420
City of Menifee	\$ 11,796
City of Wildomar	\$ 2,225
Elsinore Valley Municipal Water District (EVMWD)	\$ 8,800
San Jacinto Agricultural Operators	\$ 8,800
San Jacinto Dairy & CAFO Operators	\$ 8,800
CALTRANS - freeway	\$ 8,800
CA DF&G - San Jacinto Wetlands	\$ 8,800
Eastern Municipal Water District	\$ 8,800
March Air Reserve Base Joint Powers Authority	\$ 8,800
US Air Force (March Air Reserve Base)	\$ 8,800
Funding Required	\$ 176,000

Part B: TMDL Implementation Project Budget**TMDL Compliance Monitoring Expenses****Watershed-wide Nutrient Monitoring Program**

	Allocation
MS4 Co-Permittees	\$ 51,000
Riverside County	\$ 9,167
City of Beaumont	\$ 1,086
City of Canyon Lake	\$ 946
City of Hemet	\$ 6,320
City of Lake Elsinore	\$ 3,359
City of Moreno Valley	\$ 14,626
City of Murrieta	\$ 181
City of Perris	\$ 4,617
City of Riverside	\$ 826
City of San Jacinto	\$ 3,100
City of Menifee	\$ 5,697
City of Wildomar	\$ 1,075
Elsinore Valley Municipal Water District (EVMWD)	\$ 4,250
San Jacinto Agricultural Operators	\$ 4,250
San Jacinto Dairy & CAFO Operators	\$ 4,250
CALTRANS - freeway	\$ 4,250
CA DF&G - San Jacinto Wetlands	\$ 4,250
Eastern Municipal Water District	\$ 4,250
March Air Reserve Base Joint Powers Authority	\$ 4,250
US Air Force (March Air Reserve Base)	\$ 4,250
Funding Required	\$ 85,000

Lake Elsinore Nutrient Monitoring Program

Allocation

MS4 Co-Permittees	\$ -
Riverside County	\$ -
City of Beaumont	\$ -
City of Canyon Lake	\$ -
City of Hemet	\$ -
City of Lake Elsinore	\$ -
City of Moreno Valley	\$ -
City of Murrieta	\$ -
City of Perris	\$ -
City of Riverside	\$ -
City of San Jacinto	\$ -
City of Menifee	\$ -
City of Wildomar	\$ -
Elsinore Valley Municipal Water District (EVMWD)	\$ -
San Jacinto Agricultural Operators	\$ -
San Jacinto Dairy & CAFO Operators	\$ -
CALTRANS - freeway	\$ -
CA DF&G - San Jacinto Wetlands	\$ -
Eastern Municipal Water District	\$ -
March Air Reserve Base Joint Powers Authority	\$ -
US Air Force (March Air Reserve Base)	\$ -
Funding Required	\$ -

Canyon Lake Nutrient Monitoring Program

Allocation

MS4 Co-Permittees	\$ -
Riverside County	\$ -
City of Beaumont	\$ -
City of Canyon Lake	\$ -
City of Hemet	\$ -
City of Lake Elsinore	\$ -
City of Moreno Valley	\$ -
City of Murrieta	\$ -
City of Perris	\$ -
City of Riverside	\$ -
City of San Jacinto	\$ -
City of Menifee	\$ -
City of Wildomar	\$ -
Elsinore Valley Municipal Water District (EVMWD)	\$ -
San Jacinto Agricultural Operators	\$ -
San Jacinto Dairy & CAFO Operators	\$ -
CALTRANS - freeway	\$ -
CA DF&G - San Jacinto Wetlands	\$ -
Eastern Municipal Water District	\$ -
March Air Reserve Base Joint Powers Authority	\$ -
US Air Force (March Air Reserve Base)	\$ -
Funding Required	\$ -

Lake Elsinore Project Alternatives

Aeration & Destratification System O&M

	Allocation
MS4 Co-Permittees	\$ -
Riverside County	\$ -
City of Beaumont	\$ -
City of Canyon Lake	\$ -
City of Hemet	\$ -
City of Lake Elsinore	\$ -
City of Moreno Valley	\$ -
City of Murrieta	\$ -
City of Perris	\$ -
City of Riverside	\$ -
City of San Jacinto	\$ -
City of Menifee	\$ -
City of Wildomar	\$ -
Elsinore Valley Municipal Water District (EVMWD)	\$ -
San Jacinto Agricultural Operators	\$ -
San Jacinto Dairy & CAFO Operators	\$ -
CALTRANS - freeway	\$ -
CA DF&G - San Jacinto Wetlands	\$ -
Eastern Municipal Water District	\$ -
March Air Reserve Base Joint Powers Authority	\$ -
US Air Force (March Air Reserve Base)	\$ -
Funding Required	\$ -

Lake Elsinore Project Alternatives

Fishery Management O&M

	Allocation
MS4 Co-Permittees	\$ -
Riverside County	\$ -
City of Beaumont	\$ -
City of Canyon Lake	\$ -
City of Hemet	\$ -
City of Lake Elsinore	\$ -
City of Moreno Valley	\$ -
City of Murrieta	\$ -
City of Perris	\$ -
City of Riverside	\$ -
City of San Jacinto	\$ -
City of Menifee	\$ -
City of Wildomar	\$ -
Elsinore Valley Municipal Water District (EVMWD)	\$ -
San Jacinto Agricultural Operators	\$ -
San Jacinto Dairy & CAFO Operators	\$ -
CALTRANS - freeway	\$ -
CA DF&G - San Jacinto Wetlands	\$ -
Eastern Municipal Water District	\$ -
March Air Reserve Base Joint Powers Authority	\$ -
US Air Force (March Air Reserve Base)	\$ -
Funding Required	\$ -

Canyon Lake Project Alternatives

	Allocation
MS4 Co-Permittees	\$ 198,988
Riverside County	\$ 35,767
City of Beaumont	\$ 4,238
City of Canyon Lake	\$ 3,690
City of Hemet	\$ 24,660
City of Lake Elsinore	\$ 13,106
City of Moreno Valley	\$ 57,065
City of Murrieta	\$ 707
City of Perris	\$ 18,015
City of Riverside	\$ 3,221
City of San Jacinto	\$ 12,097
City of Menifee	\$ 22,228
City of Wildomar	\$ 4,193
Elsinore Valley Municipal Water District (EVMWD)	\$ -
San Jacinto Agricultural Operators	\$ 15,228
San Jacinto Dairy & CAFO Operators	\$ 5,784
CALTRANS - freeway	
CA DF&G - San Jacinto Wetlands	
Eastern Municipal Water District	\$ -
March Air Reserve Base Joint Powers Authority	
US Air Force (March Air Reserve Base)	
	\$ 220,000

Cost formula: based upon the 1:1 ratio of TP to TN contributions from urban and agricultural runoff as projected in the respective Riverside County Comprehensive Nutrient Reduction Plan and San Jacinto Agricultural Nutrient Reduction Plan

Task Force Agency Contributions Detailed Tables

	Allocation
MS4 Co-Permittees (Total)	\$ 355,588
Task Force Regulatory/Administrative Expenses	\$ 105,600
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 51,000
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 198,988
Riverside County	\$ 63,916
Task Force Regulatory/Administrative Expenses	\$ 18,981
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 9,167
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 35,767
	\$ -
City of Beaumont	\$ 7,574
Task Force Regulatory/Administrative Expenses	\$ 2,249
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 1,086
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 4,238
	\$ -
City of Canyon Lake	\$ 6,595
Task Force Regulatory/Administrative Expenses	\$ 1,958
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 946
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 3,690

City of Hemet	\$ 44,067
Task Force Regulatory/Administrative Expenses	\$ 13,087
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 6,320
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 24,660
City of Lake Elsinore	
Task Force Regulatory/Administrative Expenses	\$ 23,421
Task Force Regulatory/Administrative Expenses	\$ 6,955
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 3,359
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 13,106
City of Moreno Valley	
Task Force Regulatory/Administrative Expenses	\$ 101,974
Task Force Regulatory/Administrative Expenses	\$ 30,284
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 14,626
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 57,065
City of Murrieta	
Task Force Regulatory/Administrative Expenses	\$ 1,263
Task Force Regulatory/Administrative Expenses	\$ 375
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 181
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 707

City of Perris	\$ 32,192
Task Force Regulatory/Administrative Expenses	\$ 9,560
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 4,617
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 18,015
<hr/>	
City of Riverside	\$ 5,757
Task Force Regulatory/Administrative Expenses	\$ 1,710
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 826
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 3,221
<hr/>	
City of San Jacinto	\$ 21,617
Task Force Regulatory/Administrative Expenses	\$ 6,420
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 3,100
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 12,097
<hr/>	
City of Menifee	\$ 39,721
Task Force Regulatory/Administrative Expenses	\$ 11,796
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 5,697
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 22,228
<hr/>	

City of Wildomar	\$ 7,492
Task Force Regulatory/Administrative Expenses	\$ 2,225
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 1,075
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 4,193
Elsinore Valley Municipal Water District (EVMWD)	\$ 13,050
Task Force Regulatory/Administrative Expenses	\$ 8,800
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 4,250
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ -
San Jacinto Agricultural Operators	\$ 28,278
Task Force Regulatory/Administrative Expenses	\$ 8,800
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 4,250
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 15,228
San Jacinto Dairy & CAFO Operators	\$ 18,834
Task Force Regulatory/Administrative Expenses	\$ 8,800
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 4,250
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 5,784

PROJECTED - Task Force Agency Contributions through FY 2010-11Cummulative
Credit / (Debit)

MS4 Co-Permittees (Total)	\$ 359,205
Riverside County	\$ 72,513
City of Beaumont	\$ 5,009
City of Canyon Lake	\$ 5,384
City of Hemet	\$ 33,909
City of Lake Elsinore	\$ 106,017
City of Moreno Valley	\$ 77,550
City of Murrieta	\$ 2,247
City of Perris	\$ 23,561
City of Riverside	\$ 3,642
City of San Jacinto	\$ 15,348
City of Menifee	\$ 11,798
City of Wildomar	\$ 2,225
Elsinore Valley Municipal Water District (EVMWD)	\$ 91,830
San Jacinto Agricultural Operators	\$ 28,985
San Jacinto Dairy & CAFO Operators	\$ 16,452
CALTRANS - freeway	\$ -
CA DF&G - San Jacinto Wetlands	\$ -
US Forest Service (USFS)	\$ -
Eastern Municipal Water District	\$ -
March Air Reserve Base Joint Powers Authority	\$ -
US Air Force (March Air Reserve Base)	\$ -
Total Credits	\$ 855,677

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.6
GENERAL BUSINESS
Meeting Date: December 12, 2012

TO: Mayor and City Council Members

FROM: Tim D’Zmura, Public Works Director

PREPARED BY: Joe Semon, Traffic Investigator

SUBJECT: City-Wide Traffic Calming Speed Hump Policy

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council provide direction to staff whether or not to proceed with the development of a city wide speed hump policy.

BACKGROUND:

On July 10, 2012, the City of Wildomar received a petition from residents of Canyon Ranch requesting stop signs be placed on Canyon Ranch Road between Bundy Canyon and Gafford Road in order to slow speeding traffic in this area (Attachment 1).

Canyon Ranch Road is a 42 foot wide residential street with one lane in each direction and parking on both sides of the street. Currently, 25 MPH speed limit signs are posted south of Bundy Canyon and north of Gafford Road on Canyon Ranch Road.

In response to concerns raised by the residents, staff conducted speed surveys on Canyon Ranch Road to determine the speed of cars travelling on Canyon Ranch. The results of the speed surveys determined that the average speed of all cars surveyed was 34.5 MPH. The 85th percentile speed was 41 MPH with high speeds of 43 MPH. A 24-hour traffic count was conducted which showed that a total of 2,715 vehicles used the street.

Staff also conducted turning movements during the morning and afternoon peak hours to determine the amount of traffic using Canyon Ranch Road as a shortcut street from Gafford Road. The results of these surveys indicated that a total of 46 vehicles turned onto Canyon Ranch Road from Gafford Road.

In an effort to address concerns, staff also placed a radar board on Canyon Ranch Road, painted a center line and edge stripes to narrow the travel lanes,

and painted 25 MPH legends on the pavement. Residents reported that the radar board had an effect on speeds while it was being utilized; however, speeds increased after the board was removed.

Follow up speed surveys indicated an 85th percentile speed of 38 MPH and an average speed of 33 MPH with high speeds of 50 MPH.

Residents also expressed concerns about the speeds that the school buses were traveling. As part of the speed surveys, special attention was given to the bus speeds. Staff also contacted Gene Durham, Lake Elsinore School District Transportation Manager, who agreed to send out letters to all his drivers advising them of the issue. A follow up speed survey did indicate that the bus drivers, for the most part, were respecting the posted speed limit.

ANALYSIS:

On October 24, 2012, staff facilitated a neighborhood meeting with 27 residents in attendance. At the meeting, staff reviewed various traffic calming measures to address the resident's concerns of speeding along Canyon Ranch Road. As result of the discussions, residents identified appropriate measures and reached a consensus on which measure they felt would sufficiently meet the neighborhood's needs and concerns.

As a result, the residents are requesting that the City install speed humps on Canyon Ranch Road to address their speeding concerns; however, the City does not currently have a policy allowing for the installation of such traffic calming devices.

Speed humps serve to reduce vehicular speeds as well as to reduce cut-through traffic on local residential streets. The application of speed humps is limited to streets where geometric configuration or design fails to passively deter many drivers from exceeding the speed limit or from using streets as bypass routes. The proper application of speed humps enhances public safety.

In researching practices of other jurisdictions, staff found that there are a range of options relating to the implementation of speed hump programs. Jurisdictions first develop specific criteria that must be met and as well as procedures for considering speed hump installation. Examples of criteria include:

- Street Geometrics (based upon engineering principals);
- Resident Petition;
- Vehicle Volume Minimum Requirement;
- Vehicle Speed Requirement;
- Funding Requirement;
- Consideration of Police and Fire Department Response Times;

- Speed Humps should only be placed on two lane or collector streets;
- Speed humps should only be placed on streets with speed limits of 30 MPH or less;
- The adjacent land use should be greater than 75% residential, park or school frontage.

Procedures are also developed where staff would evaluate each request based on initial qualifying criteria.

Due to the cost, potential impact to emergency vehicle response, and potential for public controversy, many cities develop standards for placement and policy prior to citywide installation.

Typical policies regarding the installation of speed humps for speed control/neighborhood preservation purposes include standards and protocol regarding design, types of street and classifications of streets which qualify for the placement of speed humps, community request and approval process, and a methodology to prioritize the need for speed humps. To properly develop proposed standards and policies for the City of Wildomar will require the expenditure of staff time and resources. The estimated staff cost to develop proposed standards and policies is estimated to be approximately \$2,500.

FISCAL IMPACTS:

The estimated cost to develop proposed standards and policies for the installation of speed humps for the City of Wildomar is approximately \$2,500.

Submitted by:
Tim D'Zmura
Public Works Director

Approved by:
Frank Oviedo
City Manager

ATTACHMENTS:

1. Canyon Ranch Road Residents' Petition
2. Sample Speed Hump Policies (City of Eastvale, City of Murrieta, City of Elk Grove)

ATTACHMENT 1

ATTACHMENT 1

Petition for Stop Signs

RECEIVED

JUL 10 2012

CITY OF WILDOMAR

Attention: City Manager Frank Oviedo

We the concerned residents of Canyon Ranch Rd in Wildomar are writing this petition for the City of Wildomar to have two stop signs installed on our street. One stop sign to be installed at the intersection of Canyon Ranch Rd and Leaf Stock Trail, and the other installed at the intersection of Canyon Ranch Rd and Tent Rock Trail. This street has a very high traffic volume and we have a major speeding problem because there are many people using this street as a shortcut. We have been working with Joe Semon for over a year to get this resolved, there have been multiple speed checks documenting the speeding as well as the city painting lines in the road to deter the speeding which has not worked. We know that there are not enough police resources in the city to have someone patrolling our street. We need to take action before a child or anyone gets hit on this street. Thank you for taking the time to review this petition. We have also attached the names of a number of residents who are in favor of this petition including the residents who live at the corners of the proposed intersections.

Sincerely,

Samantha Freeman and Residents of Canyon Ranch Rd
(760) 644-4633

	NAME	ADDRESS	PHONE #
1	WALTER WAYNE YOUNG	33710 Canyon Ranch Road	951.245.4453
2	DANNY REEVE SEXTON	33830 CANYON RANCH Rd	951-581-7096
3	Matthew O'Hara (Registered Voter)	33705 Canyon Knoll Rd.	951 532 4208
4	Scott Freeman	33650 Canyon Ranch Rd	766 533-6879
5	MARCEA BURGESSON	33640 Canyon Ranch Rd	760-975-9417
6	RON BORGESSON	33640 Canyon Ranch Rd	951-440-5724
7	Andrea Cadman	33695 Canyon Ranch Rd	951 304 3823
8	Shuck Calman	33695 Canyon Ranch Rd	951 304 3823
9	Debbie Foster	33685 Canyon Ranch Rd	951-285-1924
10	Bill VanLammer	33680 Canyon Ranch Rd	951-285-8240
11	LEARBY T CHACOL	33700 Canyon Ranch Rd	951-471-0710
12	APRIL N. O'Hara	33705 Canyon Ranch Rd	951 285-4425
13	Paula Shepherd	33715 Canyon Ranch Rd.	951 245-0610
14	Michael Shepherd	33715 Canyon Ranch Rd	951-245-0610
15	Michael Shepherd/Air	33730 Canyon Ranch Rd	951 674 8136
16	Edo Andrew Struel	33740 Canyon Ranch Rd	951-674-0897
17	Tabitha Meadows	33760 Canyon Ranch Rd	951 314-4792
18	Tina White	33720 Canyon Ranch Rd	909-623-9182
19	William Marguer	33810 Canyon Ranch Rd	(951) 674-2243
20	Todd Williams	33891 Canyon Ranch Rd	951 245 7724
21	Mike Garibay	33837 Canyon Ranch Rd	951-285-6110
22	Jose R. Madrigal	33837 Canyon Ranch Rd	951-674-84-25
23	Carl Vicnaire	33725 Canyon Ranch Rd	951 245-3895
24	LuAnne Monair	33725 Canyon Ranch Rd	951-245 3895
25	Maureen Deeper	33549 Canyon Ranch Rd.	951-785-4319
26	Sara Neepf	33549 Canyon Ranch Rd	951-285-4319
27	CHARLES PENEKA	33910 Canyon Ranch Rd	951 619-770-0945
28	Cusey Pillay	33660 Canyon Ranch Rd	949-257-6730

	NAME	ADDRESS	PHONE #
29	Gilbert Duvall	33450 Canyon Ranch Rd	951-285-3444
30	Fred Stone Addition	33620 Canyon Ranch Rd.	951-473-6381
31	Alice Baglin	33630 Canyon Ranch Rd	951-226-1256
32	Robert Vega	33625 Canyon Ranch Rd	619-929-5364
33	John Brown	33605 Canyon Ranch Rd	951-245-6309
34	Ray Brasen	33559 Canyon Ranch Rd	951-245-0776
35	Scotti Spruin	33510 Canyon Ranch Rd	909-721-3649
36	David Hayes	33910 Canyon Ranch Rd	951-600-0883
37	Bridget Fitch	33530 Canyon Ranch Rd	909-754-3426
38	Rob Forman	53790 Canyon Ranch Rd	451-281-9974
39	Lynna Andent	33817 Canyon Ranch Rd	909-238-1633
40	Randy Ward	33789 Canyon Ranch Rd.	951-219-6283

ATTACHMENT 2

**STANDARD PROCEDURE
FOR
MANAGING SPEED ON RESIDENTIAL STREETS**

In response to frequent complaints about speeding on residential streets, the Public Works Agency and the Environmental and Transportation Advisory Committee (ETAC), an advisory committee to the City Council, have developed a formal procedure so that such requests can be handled effectively. The primary purpose for adopting the standard procedure was to provide uniformity in processing such requests, to ensure continuous community involvement and support in implementing the various measures for dealing with speeding on residential streets.

The following is the standard procedure approved by ETAC for use in the City of Santa Ana to respond to citizen requests for reducing the speeds on residential streets. It should be noted that the procedure is only a guideline, not a regulation.

STEP 1. LESS RESTRICTIVE MEASURES TO REDUCE SPEEDING PROBLEM

Upon receiving the speed complaint(s), the City will verify the problem by conducting a speed survey. Depending on location and severity of the problem, any combination or all of the following measures will be undertaken:

- Police enforcement.
- Provide speed awareness letter.
- Provide mobile radar trailer.

If above efforts are not effective as determined by the City in reducing the speed, speed humps will be considered if requested.

STEP 2. SPEED HUMP FEASIBILITY

If speed humps are requested, Speed Hump Warrant is performed to determine if the location is feasible for speed hump installation (Attachment A).

STEP 3. RESIDENTS TO CIRCULATE PETITION FOR SPEED HUMP

If the location satisfies the warrant, the City will mail an information letter and a sample petition to all affected residents describing the nature of the petition to be circulated.

The petition, by residents of the proposed speed hump street segment, must be submitted to the City (Attachment B).

To demonstrate there is a widely held perception of a problem and adequate community support for further action, the petition should be returned with supporting signatures from typically 80% of the residences of the proposed speed hump segment (one signature per address).

All petitions must be submitted to the City by the assigned date on the information letter and petition (the fiscal year cut-off date is **May 1st**) for validation and prioritization for the following fiscal year.

Staff notifies the Neighborhood Association, if it exists, of the request for speed humps.

STEP 4. PRIORITIZATION

A. All locations that meet the Speed Hump Warrant and petition requirements are prioritized by a point system based on the following:

<i>Criteria</i>	<i>Basis For Assignment</i>	<i>Max. Points</i>
Severity of speeding	5 points for every one mph (85% tile) over 35mph	50
Total daily traffic volume	For streets with traffic volumes greater than or equal to 500 vehicles per day, 1 point for every 100 vehicles	35
Speed related accidents	5 points for speed related accidents	5
Proximity to School or Park	250 feet or less of a school or a park	10
	Between 251 and 500 feet of a school or a park	7
	Between 501 and 600 feet of a school or a park	3
Total		100 points

B. City determines the number of speed hump locations that can be funded for the following fiscal year.

C. Those locations not funded in this fiscal year cycle will remain on the priority list for one more cycle. After that, the locations will be removed from the priority list. Private funding (if available) can be considered.

STEP 5. AREA OF IMPACT FOR ADVISORY POLL

For those locations that are funded, the City will determine the surrounding area likely to be affected by the proposed speed humps. This Area of Impact is used for advisory polling purposes.

ETAC approves the Petition and Area of Impact for advisory polling.

STEP 6. CITY POLLS RESIDENTS FOR SPEED HUMPS

- The City presents the Area of Impact, speed hump plan and advisory polling process to residents in the Area of Impact.

- Those residents are then polled by mail. City staff will tally the advisory poll results. If ETAC does not recommend the speed humps, residents can request speed humps again after 24 months from the date of ETAC's recommendation.

STEP 7. ETAC REVIEWS POLL RESULTS, HEARS PUBLIC COMMENTS AND MAKES RECOMMENDATION TO THE CITY COUNCIL

ETAC reviews the poll results, staff recommendation, and hears public comments. ETAC makes appropriate recommendation to the City Council.

STEP 8. CITY COUNCIL APPROVES FUNDING AND INSTALLATION

If recommended by ETAC, City Council may approve funding and installation.

STEP 9. SPEED HUMP INSTALLATION

City implements speed hump installation at locations approved by the City Council.

Design is in accordance with current speed hump standard (Attachment C).

STEP 10 EVALUATE EFFECTIVENESS OF SPEED HUMPS

- Speeds and volumes are taken before installation and 6 months after installation of speed humps to determine the effectiveness.
- Study results are forwarded to ETAC and the neighborhood representative for information.

SPEED HUMP REMOVAL

- The City at anytime may undertake alteration or removal of speed humps if the speed humps are deemed to be a hazard to the public.

- If you wish to make a request or would like more information, please contact the Traffic Engineering section of the Public Works Agency at (714) 647-5619.

GLOSSARY

Advisory Poll Participants or Residents	<p>Those to whom poll forms are distributed, within a given area of impact, as a result of their being in one of the following groups:</p> <ol style="list-style-type: none">1. Residents of dwelling units with its own mailing address (one poll form per dwelling unit).2. Owners of vacant land (one poll form per parcel).3. Tenants of non-residential units, including those with business and commercial uses (one poll form per unit).4. Designated representatives of properties with institutional land uses, such as schools, government offices, and non-profit organizations (one poll form per parcel).
Area of Impact:	The street segment with the proposed speed hump and the adjacent streets that are likely to be affected due to significant increase in traffic and/or speed.
Daily Traffic:	A typical 24-hour traffic volume, including both directions of traffic.
Eighty-fifth Percentile (85%-tile) Speed:	The speed below which 85 percent of all traffic on a given street segment is traveling.
ETAC	Environmental and Transportation Advisory Committee (ETAC) is an advisory committee appointed by the City Council. The committee acts in an advisory capacity to the City Council in reviewing environmental and transportation issues.
Keep Kids Alive Drive 25 Campaign	A speed awareness program that uses lawn signs that read "Keep Kids Alive Drive 25."
Mobile Radar Trailer:	A portable trailer that is capable of detecting speed of oncoming traffic and displaying that speed for the driver.
Police Enforcement:	Police officer monitoring the speed by radar and issuing speeding tickets as applicable.
Residence:	One legal address or legal dwelling unit, i.e., a "four-plex" consisting of four legal addresses.
Speed Awareness Letter:	A letter containing speeding information to raise awareness of the residents in the neighborhood about the speeding problem in the area. Police enforcement has shown that it is usually residents living in the area who are doing the speeding.
Speed Hump Warrant:	A minimum set of criteria which, when satisfied, justifies the installation of speed humps.
Speed Hump:	A permanent section of raised pavement (asphalt) that is 12 feet wide, parabolic in shape, raising from street surfaces to an approximate height of 2 5/8 inches to 3 inches at the center.

ATTACHMENT A

CITY OF SANTA ANA PUBLIC WORKS AGENCY SPEED HUMP WARRANT

Street:

From:

To:

**ALL OF THE FOLLOWING CRITERIA MUST BE MET FOR CONSIDERATION OF
SPEED HUMP INSTALLATION.**

CRITERIA	SATISFIED	NOT SATISFIED	REMARKS
1. Street is a residential street with no more than one lane in each direction. Lanes per direction:			
2. Street is neither a primary fire access route nor a transit route.			
3. The street is a through street, at least 500 feet long and uninterrupted by stop sign or traffic signal. Length:			
4. The posted or prima facie speed limit is 25 mph.			
5. The 85th percentile speed is \geq 35 mph. 85th Percentile:			
6. Adequate visibility can be provided at all speed hump locations.			
7. Daily traffic on the street segment is less than or equal to 3500 vehicles per day. ADT:			
Speed Hump Warrant Met	<input type="checkbox"/> YES <input type="checkbox"/> NO		
Performed by:	Date:		

**ATTACHMENT B
PETITION TO THE CITY OF SANTA ANA
TO INSTALL SPEED HUMPS**

STREET: _____ **FROM:** _____ **TO:** _____
(cross street) (cross street)

WHEREAS a speeding problem has been identified and confirmed on the above subject street segment; and

WHEREAS actions to reduce the problem through less restrictive measures have not effectively reduced the problem,

We, the undersigned, request the installation of speed humps on the above street segment. We understand that in order for the City to consider installing speed humps; this petition should have signatures (one per address) in favor of the proposed speed humps from typically 80% of residences on this street segment.

We further understand that this street segment must meet all requirements outlined in the Standard Procedure for Managing Speed on Residential Streets for the installation of the speed humps.

Contact Person: _____ **Daytime Phone:** _____

Before you sign this petition, be sure you understand the Standard Procedure for Managing Speed on Residential Streets (attached). **NOTE: UPON PETITION SUBMITTAL TO THE CITY, MODIFICATIONS, ADDITIONS, DELETIONS TO PETITIONER'S RESPONSE WILL NOT BE ALLOWED.**

PETITIONS ARE DUE ON (DATE)

<input type="checkbox"/> YES , I favor speed humps on my street.	<input type="checkbox"/> NO , I do not favor speed humps on my street.
SIGNATURE: _____	DAY TIME PHONE NO.: _____
NAME (Please Print): _____	
ADDRESS (Please Print): _____	

<input type="checkbox"/> YES , I favor speed humps on my street.	<input type="checkbox"/> NO , I do not favor speed humps on my street.
SIGNATURE: _____	DAY TIME PHONE NO.: _____
NAME (Please Print): _____	
ADDRESS (Please Print): _____	

<input type="checkbox"/> YES , I favor speed humps on my street.	<input type="checkbox"/> NO , I do not favor speed humps on my street.
SIGNATURE: _____	DAY TIME PHONE NO.: _____
NAME (Please Print): _____	
ADDRESS (Please Print): _____	

Date Received by City: _____

ETAC approved 10/13/05

SPEED HUMP PETITION

(Continued)

STREET: _____ **FROM:** _____ **TO:** _____
(cross street) (cross street)

Contact Person: _____ **Daytime Phone:** _____

Before you sign this petition, be sure you understand the Standard Procedure for Managing Speed on Residential Streets (attached). **NOTE: UPON PETITION SUBMITTAL TO THE CITY, MODIFICATIONS, ADDITIONS, DELETIONS TO PETITIONER'S RESPONSE WILL NOT BE ALLOWED.**

PETITIONS ARE DUE ON (DATE).

YES, I favor speed humps on my street. **NO**, I do not favor speed humps on my street.

SIGNATURE: _____
NAME DAY TIME
(Please Print): _____ PHONE NO.: _____

ADDRESS _____
(Please Print): _____

YES, I favor speed humps on my street. **NO**, I do not favor speed humps on my street.

SIGNATURE: _____
NAME DAY TIME
(Please Print): _____ PHONE NO.: _____

ADDRESS _____
(Please Print): _____

YES, I favor speed humps on my street. **NO**, I do not favor speed humps on my street.

SIGNATURE: _____
NAME DAY TIME
(Please Print): _____ PHONE NO.: _____

ADDRESS _____
(Please Print): _____

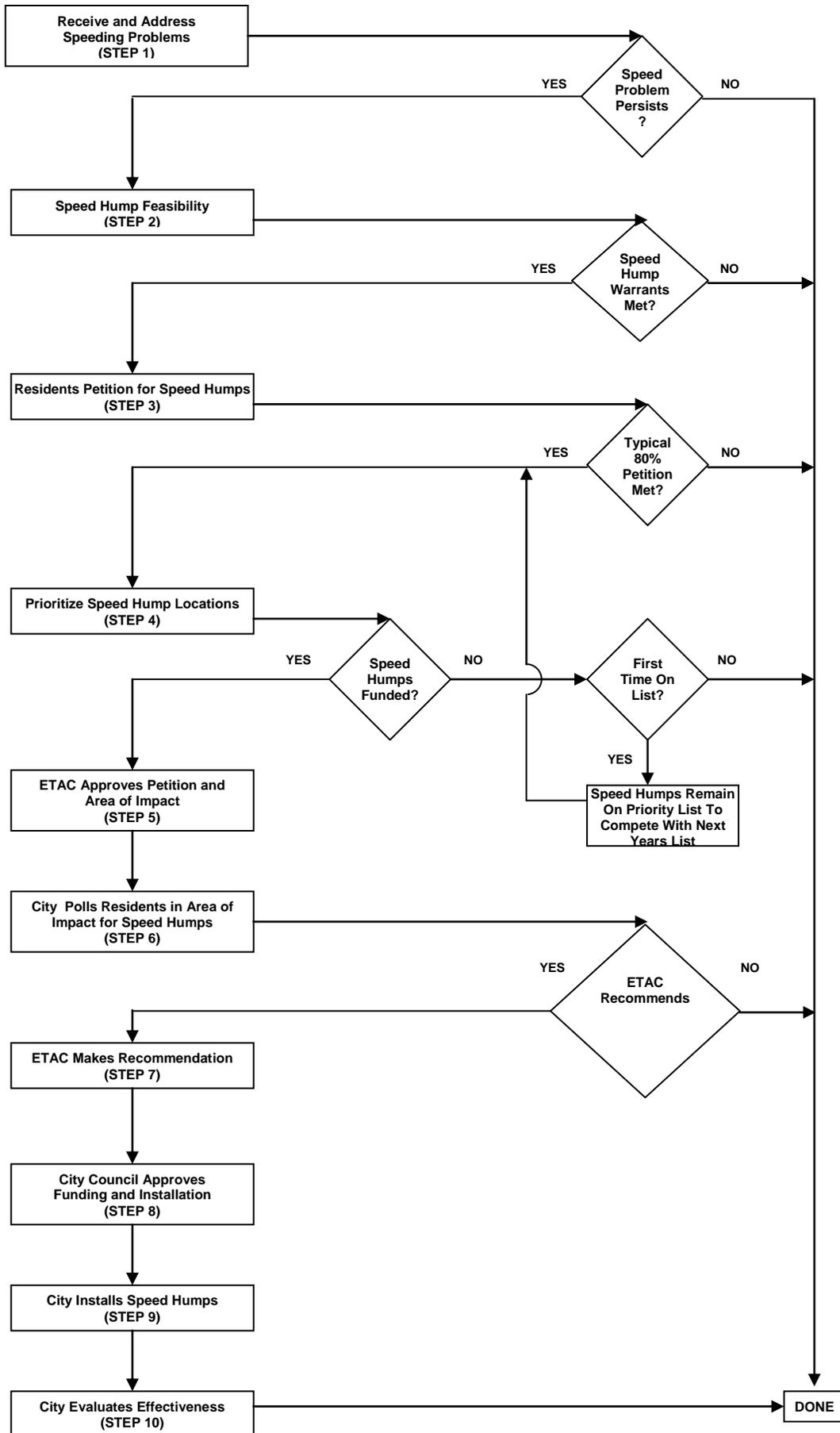
YES, I favor speed humps on my street. **NO**, I do not favor speed humps on my street.

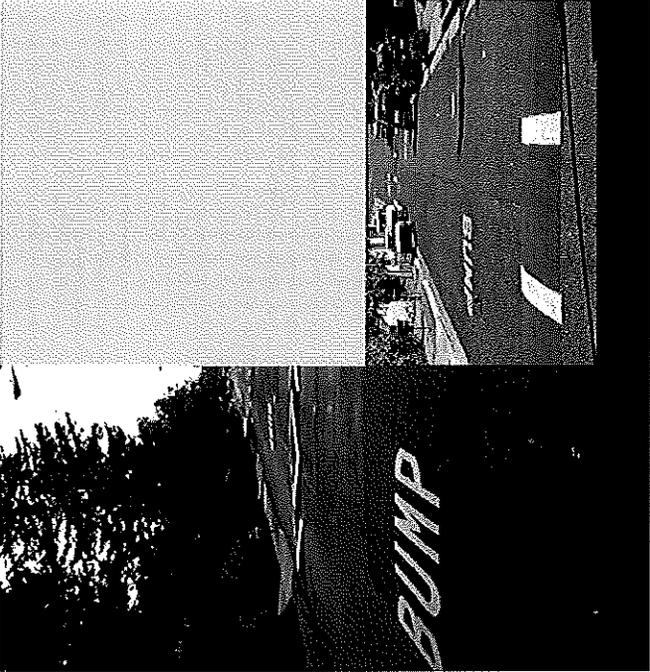
SIGNATURE: _____
NAME DAY TIME
(Please Print): _____ PHONE NO.: _____

ADDRESS _____
(Please Print): _____

Date Received by City: _____

SPEED HUMP FLOW CHART





Speed Humps

Speed humps are used as a form of traffic calming in residential areas where very low speeds are desired and reasonable. Speed humps are not a preferred speed control device where noise and exhaust are a major concern. The City discourages the use of speed humps because of the significant increase in emergency vehicle response time.



City of Murrieta
 Public Works and Engineering Department
 26442 Beckman Court
 Murrieta, CA 92562



If you have any questions, requests or suggestions concerning traffic issues, please contact the Public Works and Engineering Department at: (951) 304-CITY (2489) or through the "At Your Service" link at: www.murrieta.org.



Disadvantages

The City often receives requests for the installation of speed humps to reduce speeding in residential neighborhoods.

Though many residents may believe that speed humps are the solution to speeding, the City does not recognize them as an acceptable form of speed control.

Disadvantages associated with speed humps include misuse and increased emergency response time. As a consequence of misuse or overuse, traffic may be diverted to adjacent streets that do not have traffic calming measures. The overuse of speed humps may create higher speeds between devices. These disadvantages deter the City from encouraging the use of speed humps.

Available Alternatives

When addressing traffic calming measures, less restrictive measures should be implemented before engineering measures are considered. A more conservative approach to traffic calming includes education and enforcement.

Education

Education is a traffic calming measure being used in many neighborhood traffic management programs. Neighborhood traffic safety campaigns are a form of education. These safety campaigns usually consist of personalized letters or general flyers that are distributed to all residents of a neighborhood. The letters and flyers

may cite statistics on speeding within the neighborhood, reiterate speed limits on residential streets, and/or raise awareness on issues related to traffic safety.

Other education campaigns may be used to calm traffic in residential neighborhoods. "Keep Kids Alive Drive 25" is a safety campaign targeting observance of the residential speed limit. The objective of the campaign is to educate and actively engage residents in a commitment to create safer streets in neighborhoods.

Enforcement

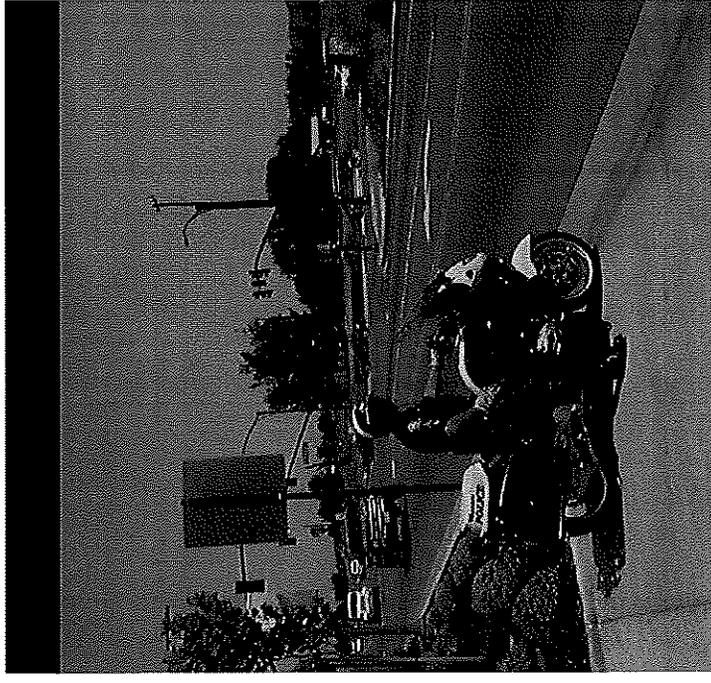
Enforcement may include targeted police enforcement, radar speed display units, and neighborhood speed watch. Targeted police enforcement involves a police officer conducting periodic daytime speed enforcement.

The conflict with police enforcement is that the City does not have the staff nor the budget to place a police officer on every corner. Radar speed display units, also referred to as radar trailers, are an alternative to targeted police enforcement. The purpose of radar trailers is to remind drivers that they are speeding, thus encouraging compliance with the speed limit. To request the deployment of the radar trailer in your area, please call the Murrieta Police Department at (951) 304-COPS (2677).

Neighborhood speed watch programs are another form of enforcement implemented by residents. These programs encourage residents to take an active roll in reducing speeding by reporting speeding vehicles. To report speeding vehicles, residents must record the make, model, and license plate number of the speeding vehicle and submit it to the police department. The police department then sends a warning letter to the owner of the offending vehicle, reminding them of the posted speed limit and the neighborhood's concern for safety. The Murrieta Police Department has a similar program that allows residents to report speeding motorists in their neighborhood.

Alternate Engineering Measures

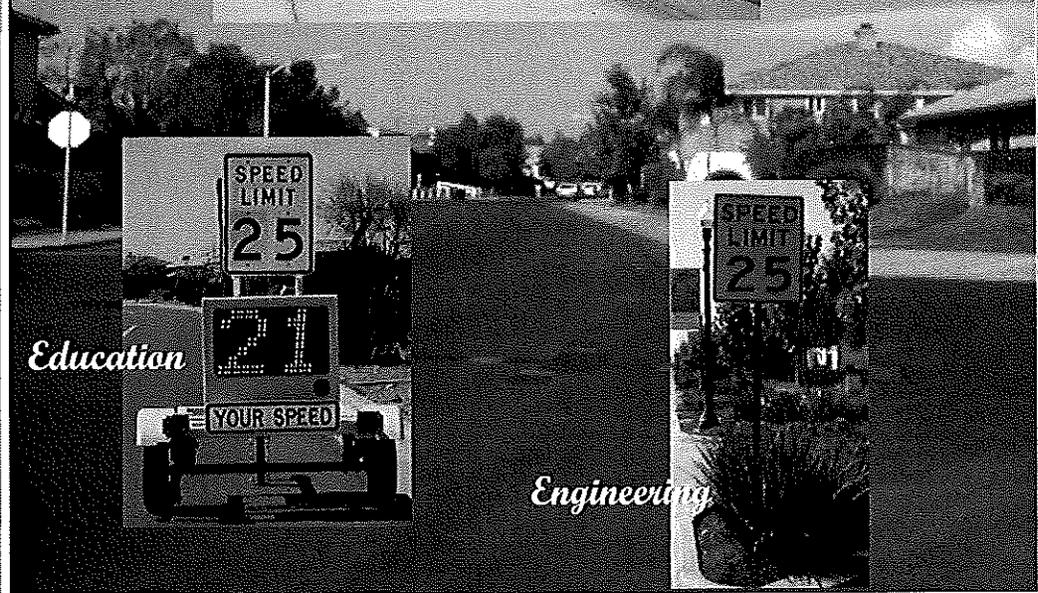
If education and enforcement efforts fail than alternate engineering measures should be considered. Some less controversial engineering measures include signing and striping. Signing may include placing additional regulatory signs cautioning the driver of children at play. Striping may also be used as an engineering measure to reinforce the right-of-way of the driver.



**SLOW
CHILDREN
AT PLAY**

NEIGHBORHOOD TRAFFIC

MANAGEMENT PROGRAM



Kimley-Horn and Associates, Inc.

Murrieta
a great place to grow

PUBLIC WORKS AND ENGINEERING DEPARTMENT

Approved by City Council Action

November 21, 2006

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Neighborhood Traffic Management Program

Introduction

Two of the most emotional concerns by residents is speeding and short cutting on residential streets.

Neighborhood Traffic Management is the combination of policy, education and implementation of measures that help mitigate the negative impact of motor vehicle on residential streets and neighborhoods.

Traffic Management measures were developed to reduce speeding and traffic volume caused by short-cutting on residential streets. These measures are used to make a neighborhood more “livable”. The following are some of the characteristics of a “livable” neighborhood:

- Residents feel safe and secure
- Residents of a neighborhood are able to walk or ride a bicycle in a safe environment
- Measure help foster an atmosphere for effective neighborhood interaction
- Community has a sense of identity

Neighborhood Traffic Management Program

There needs to be a comprehensive approach to Neighborhood Traffic Management.

The basis of Neighborhood Traffic Management is a comprehensive resident education and participation program. This program encourages the neighborhood to take responsibility for the solution. Experience has shown that, except for the rare cases of cut through traffic, a majority of the speeding violations in a residential area are from residents who live in the neighborhood itself.

Establishing Qualifying Criteria

Requests for the implementation of Neighborhood Traffic Management measures on public streets will be considered by the City for those streets that meet all of the following criteria:

- a. The street should be a residential street with fronting residences as defined by the California Vehicle Code

California Vehicle Code Section 40802 “ a local street is defined as a street or road that primarily provides access to abutting residential property and meets the following three conditions. 1) Roadway width of not more than 40 feet. 2) Not more than one-half mile of uninterrupted length. Interruptions shall include official traffic control signals as defined in Section 445 of the California Vehicle Code. 3) Not more than one traffic lane in each direction”

Neighborhood Traffic Management Program

- b. The City's Police and Fire Department must not have significant public safety concerns such as a decrease in emergency response times**
- c. The changes in traffic flow will not divert significant amounts of traffic to other residential streets**
- d. The requested action is authorized by legislative authority in State law, Manual of Uniform Traffic Control Devices (MUTCD), California Supplement to the MUTCD, California Vehicle Code and California Highway Design Manual.**

The City of Murrieta's Neighborhood Traffic Management Program (NTMP)

is a comprehensive process for reducing and managing traffic volumes, vehicle speeds and traffic noise on local residential streets where traffic issues have been identified. The primary purpose of the NTMP is to address neighborhood concerns and reduce the speed and volume of traffic on neighborhood streets. The NTMP is focused primarily on "local residential streets". These local streets provide direct access to adjacent properties only, while collector streets carry traffic from local streets to other collector streets or arterial streets.

GOALS

- **Improve the safety and convenience of motorist, pedestrians and bicyclists**
- **Discourage traffic intrusion and short cutting through residential neighborhoods**

Neighborhood Traffic Management Program

The program outlines a variety of traffic management measures to improve the quality of life in local residential neighborhoods. The program provides an opportunity for local residents to work closely with City staff and the Public Safety and Traffic Commission to identify traffic issues and concerns, and to determine appropriate solutions.

OBJECTIVES

- Increased awareness on the part of residents and drivers about their obligation to be good neighbors when driving through residential neighborhoods
- Improve pedestrian and bicycle safety by reducing traffic speeds, and cut-through traffic on residential streets by means of education, enforcement, and engineering measures
- Establish a well defined formal process to devise and implement traffic management measures in an efficient, fair, and timely manner in response to residents concerns
- Provide an annual budget for traffic management projects, staffing and consultants

Neighborhood Traffic Management Program

What is Neighborhood Traffic Management?

Traffic management calming is the balancing of the “3 E’s”

- ✓ **EDUCATION**
- ✓ **ENFORCEMENT**
- ✓ **ENGINEERING**

These are the commonly accepted elements needed for the successful implementation of a neighborhood traffic management program. Experience has shown that the use of only one of the “E’s” without the other two generally brings about less than satisfactory results.

- ✓ ***EDUCATION*** – Residents will be provided with information, through a variety of outlets to make informed decisions about neighborhood traffic concerns and influence driver behavior. These include such means as brochures on neighborhood traffic issues and the speed display trailer. Residents need to become involved and get neighborhood consensus before any program can evolve.
- ✓ ***ENFORCEMENT*** – Some strategies can be put into place through targeted police enforcement to increase community awareness of speed problems. Studies have shown that a large portion of speeding violators in residential neighborhoods are residents.

Neighborhood Traffic Management Program

- ✓ **ENGINEERING** – Traffic management strategies involving physical features can be developed using a combination of engineering principles, community input and established traffic management practices.

Implementation process

The City of Murrieta’s Neighborhood Traffic Management Program involves a three-step strategy or implementation process (figure 1). The first step is a series of preliminary actions, designed to determine the extent and severity of the traffic concern. The second step of the implementation process involves neighborhood input and the identification of the appropriate traffic management tools to address neighborhood concerns. The third step of the process involves the implementation and funding of the identified traffic management strategy.

Step One - Preliminary Actions

This part of the process involves understanding the specific neighborhood concerns, making field observations, data collection, and determine what actions are appropriate to address these concerns.

- Initial contact from resident: Most concerns are generally related to either safety or maintenance (sight distance problems related to tree trimming or

Neighborhood Traffic Management Program

the replacement of a sign, etc). If it is commuter speeding through a neighborhood street, then enforcement, the speed display trailer or additional signs, such as speed limit signs, might be needed. These concerns can usually be addressed immediately. If the resident feels that the issues still exists then the resident initiates the next stage of the NTMP process.

- **Submit a NTMP Application Request:** Refer to page 17 for the Application Form. This form should also be made available on the City's web site. This form will document the traffic concern, identify a potential neighborhood coordinator, and requires an indication of support from the neighborhood to participate in the NTMP process.
- **Data Collection and Analysis:** Upon receipt of the application, it will be validated as to the traffic issue and area or streets involved. Data will be collected from the neighborhood (volume, speed and accident information) to determine the traffic conditions. The traffic issue will also have to be clearly identified and confirmed that it is a real issue.

Step Two – Neighborhood Involvement and Implementation

This second step of the process allows the residents of the neighborhood to be involved in the process.

Neighborhood Traffic Management Program

- **Identifying the traffic problem:** This involves accurately identifying the cause of the neighborhood concerns. It is important to determine whether the concern is vehicle safety, pedestrian and bicycle safety, noise, speeding or shortcutting traffic through the neighborhood. The concern and issue needs to be correctly identified to allow the Public Works and Engineering Department to help select the appropriate traffic management measures.
- **Setting goals:** It is important that the neighborhood has reached consensus on the desired outcome of the traffic management strategy. A goal must be identified to measure against for success. The goals must be realistic during this development phase. It may not be practical to reduce or eliminate peak hour congestion adjacent to schools, or reduce the volume on a neighborhood street. However, peak hour school congestion could be better managed.
- **Selecting the traffic management tools:** There are a number of appropriate traffic management tools. These tools are shown in more detail starting on page 27.

Step Three – Approval and Funding

- Formal hearing of the traffic measure before the Public Safety and Transportation Commission for approval and its recommendation. A funding source is needed to implement this measure, such as a Capital Improvement Program.

STEPS FOR A SUCCESSFUL

NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM

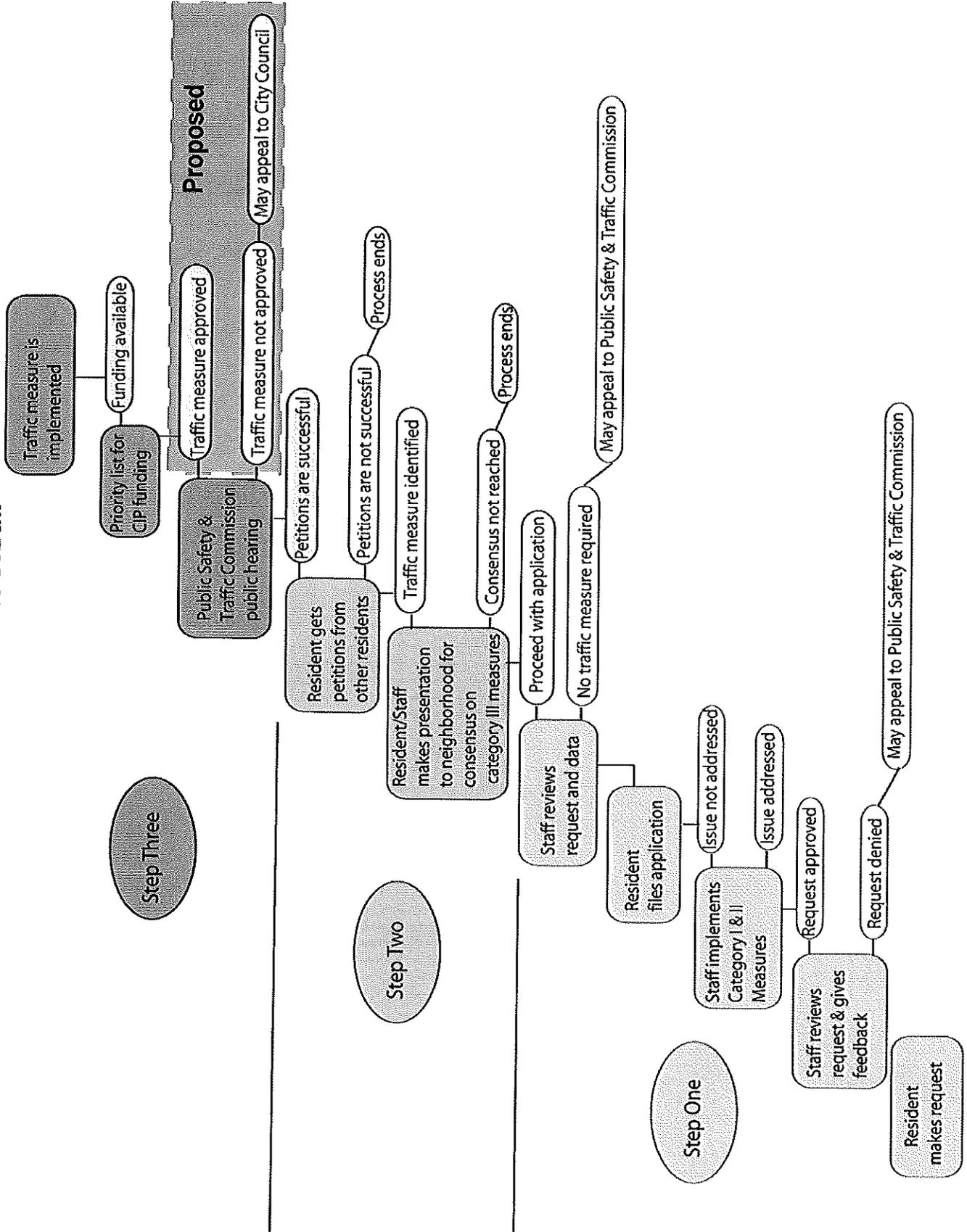


Figure 1

Neighborhood Traffic Management Program

CATEGORIES OF TRAFFIC MANAGEMENT TOOLS

CATEGORY ONE – EDUCATION, NEIGHBORHOOD AWARENESS, AND ENFORCEMENT.

These measures are the first steps to the success of any Neighborhood Traffic Management Program. To expedite the process, these measures are handled through City staff without a petition. These measures should include police enforcement of traffic laws, educating the residents with informational brochures, Speed Display Trailer, and neighborhood yard signs such as “Drive 25”. However these yard signs must be put within the resident’s yards outside of the public right-of-way. These measures allow residents to take immediate actions to address neighborhood concerns and educate themselves and their neighbors about driving behaviors and its impact on the neighborhood.

Neighborhood Traffic Management Program

CATEGORY TWO – SIGNING AND STRIPING

These measures are utilized to send a specific message to the motorist regarding traffic regulations or warning signs. This includes speed limit signs, pavement markings, pavement striping, and in some cases of warranted stop signs. The installation of tools within this category is subject to the review of the Public Works and Engineering Department to make sure that all applicable state and federal regulations and laws have been complied with. Certain tools such as stop signs, however, do require that they meet warrants.

CATEGORY THREE- TRAFFIC MANAGEMENT DEVICES

These measures involve the installation of physical features on the roadway that restrict or guide the movement of vehicles, bicyclists or pedestrians. These devices alter the configuration and character of the neighborhood street. As these features have a dramatic impact, they require detailed engineering, funding, and require substantial community input. This process involves the follow steps that must be followed:

Neighborhood Traffic Management Program

- a) **Education** – A neighborhood forum should be conducted by a consultant or additional staff to provide factual information necessary for residents to make informed decisions regarding traffic management in their neighborhood.
- b) **Public Notification** – Affected residents within the neighborhood will be notified of all neighborhood meetings.
- c) **Engineering** – Traffic management measures will be designed and located in a manner consistent with sound engineering principles. Some measures are not appropriate within certain neighborhoods.
- d) **Neighborhood Petition** – Any installation of a traffic management measure requires substantial support from the neighborhood. Therefore, a petition is required.
 - A neighborhood petition, which describes and identifies the location of the proposed traffic management measure must be circulated by the proponents to the affected neighborhood residents for signature.
 - The petition must be signed by seventy percent (70%) of residents along the primary street, and fifty percent (50%) of residents along adjacent streets or cul-de-sacs, within the neighborhood. Each residential address is entitled to one signature. The petition boundary will be identified by the Public

Neighborhood Traffic Management Program

Works and Engineering Department. The boundaries are determined based on a number of factors, including the physical layout of the neighborhood, travel patterns, and access points to the neighborhood.

- e) **Fire Department Review** – The Fire Department will be consulted through out this process to ensure that the traffic management measure does not restrict the response time of emergency vehicles.
- f) **Police Department Review** – The Police Department will be consulted through out this process to ensure that the traffic management measure does not restrict their response time.
- g) **Public Safety and Traffic Commission** - The Commission will review the traffic management measure and provide a public forum to discuss the issues. The Commission will make a recommendation to be forwarded to the City Council. *An alternative is to modify the City Ordinance to give authority to the Commission to approve or disapprove NTMP measures. If approved they may direct the City Manager to implement the measure with funding from the NTMP Capital Improvement Program (CIP). If the measure is disapproved, the residents may file a formal appeal to the City Council.*

Neighborhood Traffic Management Program

- h) City Council – All category three traffic management measures are subject to the review and approval of the City Council. *If additional authority is not granted to the Commission.*

Often, there are high demands for the Neighborhood Traffic Management Program. The projects often have to be prioritized because of funding constraints and or design issues.

Refer to page 19 thru 21 for the minimum criteria for traffic measures and page 22 for the funding priority.



APPLICATION

Neighborhood Traffic Management Program

Neighborhood Information

Name of Neighborhood or Area _____
Applicable Street(s) _____

Contact Information

Applicant Name _____
Applicant Address _____

Contact Phone _____ E-Mail _____

Reason for Request (Check all that apply)

- Cut through traffic
- Parking issues
- School related
- Speeding
- Pedestrian safety
- Other _____

To Initiate the Neighborhood Traffic Management Program –

Is there a Homeowners Association (HOA) in this neighborhood? Yes No

If **Yes**, then a letter of support is required from the HOA Board to be submitted with this application.

If **No**, then a letter of support is required to initiate the Neighborhood Traffic Management Program. A minimum of 25% of the affected neighborhood is required to sign the letter. The letter shall address the street(s) involved and identify the specific traffic or parking issue.

Applicant Signature _____ Date _____

**TRAFFIC RELATED ISSUES AND SOLUTIONS FOR
RESIDENTIAL NEIGHBORHOODS**

ISSUE	SOLUTIONS		
	INITIAL MEASURES	MODERATE MEASURES	RESTRICTIVE MEASURES
SPEEDING	<ul style="list-style-type: none"> • Signs • Striping • Enforcement • Education • Speed Display Trailer 	<ul style="list-style-type: none"> • Center Islands • Mid-block Choker 	<ul style="list-style-type: none"> • Traffic Circles* • Chicanes* • Bulb Outs* • Raised Intersection* • Raised Crosswalks*
CUT THROUGH TRAFFIC	<ul style="list-style-type: none"> • Turn Restrictions (With Signs) 	<ul style="list-style-type: none"> • Median Barriers (Temporary) • Half-Closure 	<ul style="list-style-type: none"> • Full Closure • Diagonal Diverters • Extended Medians
PARKING	<ul style="list-style-type: none"> • Education • Enforcement • Increased signage 	<ul style="list-style-type: none"> • Increased parking restrictions based on existing laws 	<ul style="list-style-type: none"> • Increased level of restriction by ordinance

*These traffic measures are more appropriate for new development due to design and construction constraints

MINIMUM CRITERIA FOR TRAFFIC MANAGEMENT MEASURES

SPEEDING

<p style="text-align: center;"><u>HORIZONTAL</u></p> <ul style="list-style-type: none"> • Center Islands • Mid-block Chokers • Traffic Circles 	<p style="text-align: center;"><u>ALL</u> Conditions Must Be Met</p> <ul style="list-style-type: none"> • Classified as a local street (Note 1) • 85th percentile greater than 34MPH • Volumes – traffic will not be diverted to another local street • Grade cannot exceed 5% • Must have a defined curb • Minimum sight/stopping distance required at the placement location for the traffic measure • Petition required <ul style="list-style-type: none"> ○ 70% signature approval from property owners on the subject street ○ 100% signature approval from property owners adjacent to the traffic measure ○ 50% signature approval from property owners from adjacent streets that may be impacted by the traffic measure. The impacted area will be determined by City staff. • School District approval • Fire Department approval • Police Department approval
--	--

Note 1 –California Vehicle Code Section 40802 “ a local street is defined as a street or road that primarily provides access to abutting residential property and meets the following three conditions. 1) Roadway width of not more than 40 feet. 2) Not more than one-half mile of uninterrupted length. Interruptions shall include official traffic control signals as defined in Section 445 of the California Vehicle Code. 3) Not more than one traffic lane in each direction”.

MINIMUM CRITERIA FOR TRAFFIC MANAGEMENT MEASURES

SHORT CUTTING

MEASURE	CRITERIA
Turn Restrictions Initial Measure With Signs and Not Physical Barriers	<p><u>ALL</u> Conditions Must Be Met</p> <ul style="list-style-type: none"> • Classified as a local street (Note 1) • 35% of the traffic on the street must be non-neighborhood or cut-through traffic as determined by the ITE Trip Generations Manual or a license plate origin and destination study • Volumes – traffic will not be diverted to another local street • Petition required <ul style="list-style-type: none"> ○ 70% signature approval from property owners on the subject street ○ 100% signature approval from property owners adjacent to the traffic measure ○ 50% signature approval from property owners from adjacent streets that may be impacted by the traffic measure. The impacted area will be determined by City staff. • School District approval • Fire Department approval • Police Department approval

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MINIMUM CRITERIA FOR TRAFFIC MANAGEMENT MEASURES

SHORT CUTTING

MEASURE	CRITERIA
<ul style="list-style-type: none"> • Median Barriers • Half-Closure • Full-Closure • Diagonal Diverter • Extended Median 	<p><u>ALL</u> Conditions Must Be Met</p> <ul style="list-style-type: none"> • Classified as a local street (Note 1) • 85th percentile greater than 34MPH • 35% of the traffic on the street must be non-neighborhood or cut-through traffic as determined by the ITE Trip Generations Manual or a license plate origin and destination study • Volumes – traffic will not be diverted to another local street • Must have a defined curb • Minimum sight/stopping distance required at the placement location for the traffic measure • Petition required <ul style="list-style-type: none"> ○ 70% signature approval from property owners on the subject street ○ 100% signature approval from property owners adjacent to the traffic measure ○ 50% signature approval from property owners from adjacent streets that may be impacted by the traffic measure. The impacted area will be determined by City staff. • School District approval • Fire Department approval • Police Department approval

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Neighborhood Traffic Management Program

Capital Improvement Program Prioritization Table

Maximum of 20 Points

SPEED -

85 th Percentile Speed	POINTS
35 mph	2
36 mph	4
37 mph	6
38 mph	8
39 mph or more	10 maximum

ACCIDENT HISTORY

One point per correctable accident over a three year period. The accidents must be correctable by a traffic calming device.	5 maximum
---	-----------

PEDESTRIAN GENERATORS (Parks, schools, public facilities, not including homes)*

Number of pedestrian generators within the neighborhood project boundary	POINTS
1	1
2	2
3	3
4	4
5 or more	5 maximum

* Elementary, middle school and high schools will be weighted double points in this category



Neighborhood Traffic Management



Police Enforcement

The presence of a police to monitor speeds and issue formal or courtesy citations. Used as an initial attempt to reduce speeds on street with documented speeding problems.

Advantages

- Available on short notice
- Targets motorist violators without affecting traffic
- Encourages compliance for speed regulations

Disadvantages

- Effective temporarily
- Enforcement may be limited by police availability
- Demand for enforcement is greater than available resources

Neighborhood Traffic Management



Education

The prime purpose of education is to raise awareness on issues related to traffic safety. The goal of education is to educate drivers, bicyclists and pedestrians on issues related to traffic survey.

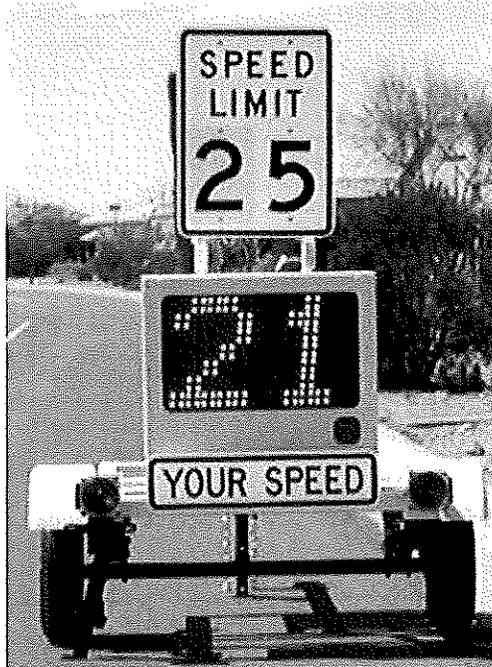
Advantages

- May reduce vehicle speeds
- May heighten driver, bicyclist, and pedestrian awareness

Disadvantages

- Not enforceable by citation
- Requires time to implement and distribute education materials
- Requires volunteers' willingness to participate

Neighborhood Traffic Management



Speed Display Trailers

A device that consists of a changeable speed display, a radar speed detector and a regulatory speed limit sign. The speed control device encourages speed limit compliance.

Advantages

- Reduces the speed of vehicles traveling through a work zone
- Increase safety in construction and maintenance work zones
- Easy to read and attract drivers attention
- Cost-Effective
- Mobile

Disadvantages

- Not intended as an enforcement tool
- Effectiveness decreases over time
- Speed reductions attained are usually less than desired
- Temporary calming measure
- May require temporary lane closure

Neighborhood Traffic Management



Signing and Striping

Signing and striping are used to help reduce speeds in residential areas. Striping creates narrow lanes that give the illusion of a narrow street. Signing enforces speed reduction with the use of speed limit signs and/or neighborhood signs.

Advantages

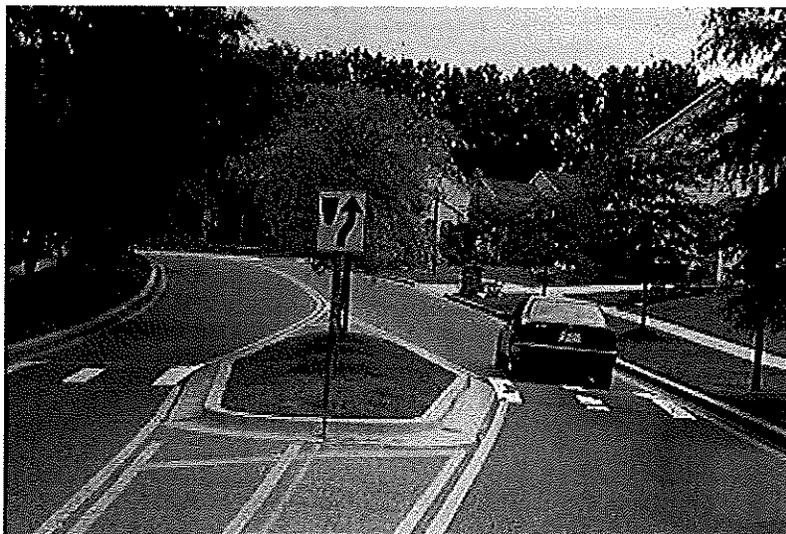
- Require little to no maintenance
- Alert drivers of environment
- Reduces speeds significantly

Disadvantages

- May increase air and noise pollution
- May not be self-enforcing
- Pedestrian safety compromised if motorists do not comply



Neighborhood Traffic Management



Center Island Narrowings/Crossing Islands

A raised island located along the centerline of a street that narrows the travel lanes and potentially provides a pedestrian refuge mid-block or at intersections. They are often landscaped to provide a visual amenity, and, at the entrance to a neighborhood, can function as a gateway feature.

Advantages

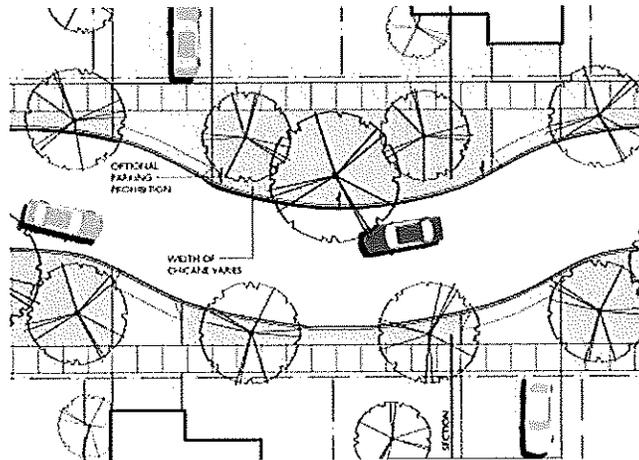
- Provides refuge for pedestrians crossing the street, allowing them to focus on only one direction of traffic at a time
- Increases motorist awareness of pedestrians
- Reduces vehicle speed due to narrowed roadway width
- Provides landscaping opportunity and can create neighborhood identity

Disadvantages

- Requires proper signage to alert motorists to pedestrian crossing
- Can restrict turning movements and access to driveways
- Could eliminate parking or reduce bikeway width
- Speed reduction effectiveness is limited without other traffic calming measures
- Landscaping requires maintenance



Neighborhood Traffic Management



Chicanes

A curved street alignment that requires driver maneuvering on an otherwise straight stretch of roadway. It is achieved through a series of narrowing or curb extensions that alternate from one side of the street to the other. Alternating on-street parking on each side of street can also be used to create chicane.

Advantages

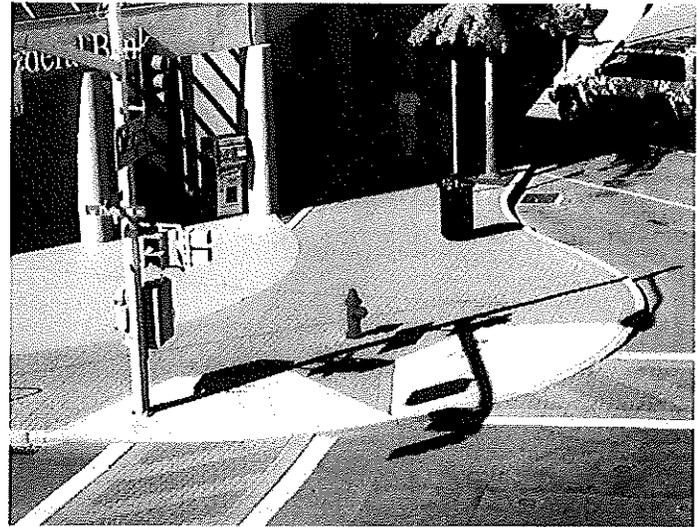
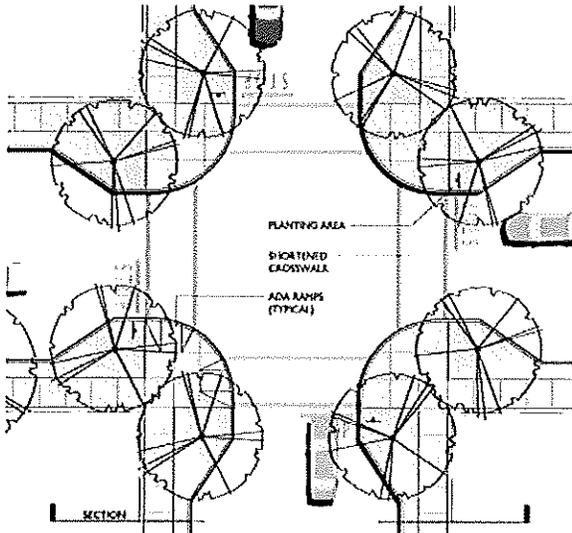
- Reduces vehicle speeds
- Makes street more aesthetically pleasing
- Minimal effect on emergency response
- Provides landscaping opportunity
- Good for locations where speed humps and related measures would cause noise impacts

Disadvantages

- Requires extensive design
- May eliminate some on-street parking
- May not affect cut-through traffic
- Drivers could still speed by cutting across center line if no raised island is constructed
- Landscaping requires maintenance
- Could be costly for curb realignment and to satisfy drainage issues



Neighborhood Traffic Management



Curb Extensions/Bulbouts

Extensions of the sidewalk or curb line into the parking lane near an intersection, which reduces the street width. They shorten pedestrian crossing distance, making them good measures at intersections with high pedestrian activity.

Advantages

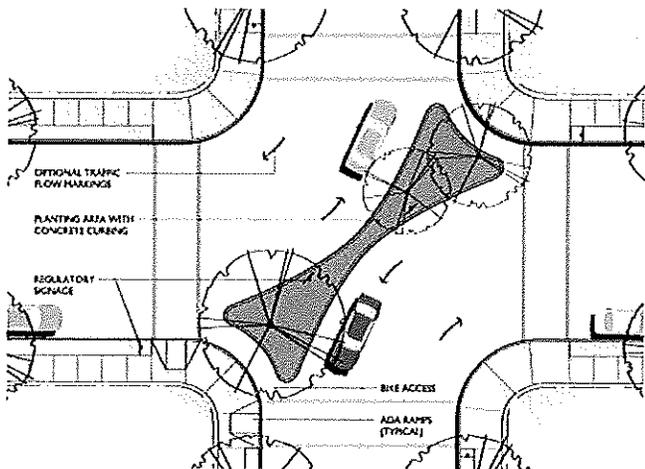
- Creates a safer pedestrian crossing by making the crossing distance shorter and pedestrians more visible
- Reduces vehicle speeds due to narrowed roadway section and reduced turning radii
- Provides visual breaks in the streetscape
- Provides landscaping opportunity
- Can improve sight distance if it eliminates on-street parking close to intersection and low vegetation is used

Disadvantages

- Can reduce on-street parking supply
- Can reduce visibility and lane widths for bicycles
- Can create turning difficulties for large trucks
- Can only be used where there is on-street parking
- Landscaping requires maintenance
- Little impact on mid-block speeding
- May affect drainage



Neighborhood Traffic Management



Diagonal Diverters

The placement of a raised barrier diagonally across an intersection of two residential streets, restricting certain movements at the intersection. This turns the intersection into two L-shaped intersections, restricting all through movements. Pedestrian and bike movements are usually maintained.

Advantages

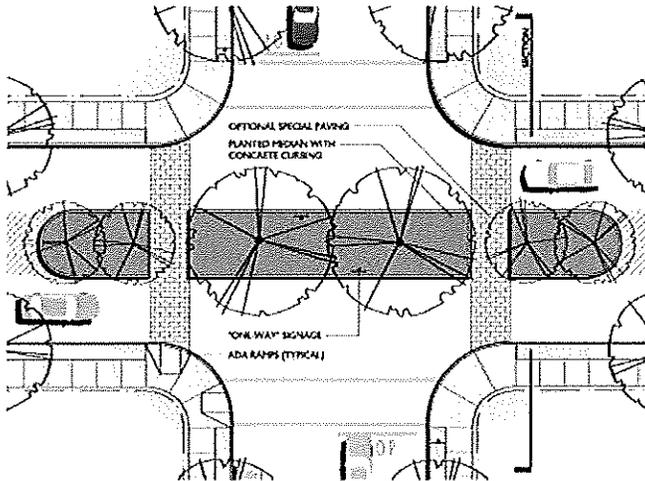
- Reduces cut-through traffic
- Eliminates most or all conflicts at the intersection
- Can be designed to maintain access for emergency vehicles
- Creates opportunity for landscaping
- Usually maintains bicycle and pedestrian movements

Disadvantages

- Will result in redirection of traffic to neighboring streets
- Increases trip length for local drivers
- No effect on vehicle speeds beyond eliminating higher-speed through movements
- Could increase emergency response time
- High installation costs



Neighborhood Traffic Management



Extended median

Raised barriers located in the center of a roadway that continue through an intersection, blocking movements across the main roadway. This is desirable at locations where vehicles from the main street cut through residential areas on local streets. Medians can also be used to narrow lanes and ease pedestrian crossings.

Advantages

- Reduces cut-through traffic by limiting access to the minor streets
- Narrow travel lanes reduces vehicle speeds
- Allows for safe refuge at pedestrian crossing locations
- Creates opportunity for landscaping

Disadvantages

- Can limit emergency vehicle access and increase response time
- Can redirect traffic to other local streets
- Increases trip length for local drivers
- Limits driveway access and results in u-turn movements at median breaks
- Requires available right-of-way width on main street

Neighborhood Traffic Management



Full Closure

The placement of a barrier across a street to completely close it to through traffic, creating a cul-de-sac. This limits vehicle access to local residents and is usually considered a last resort. With a moveable barrier, the street closure can be limited to certain hours.

Advantages

- Restricts all cut-through traffic
- Improves the aesthetic quality of the street and provides landscape opportunity
- Maintains bicycle and pedestrian movements
- Reduces conflicts at intersection

Disadvantages

- Will result in redirection of traffic to neighboring streets
- Increases trip length for local drivers
- Could eliminate some on-street parking
- Cannot be used on emergency vehicle response routes
- Causes turn-around difficulty at new cul-de-sac
- Can be very expensive

Neighborhood Traffic Management



Half Closure

The placement of a barrier across half of a street to close the inbound direction to through traffic. Two-way movement is maintained for the rest of the street and outbound movements are allowed. A less common scenario is to allow inbound but not outbound movements. This allows more movements than a full closure.

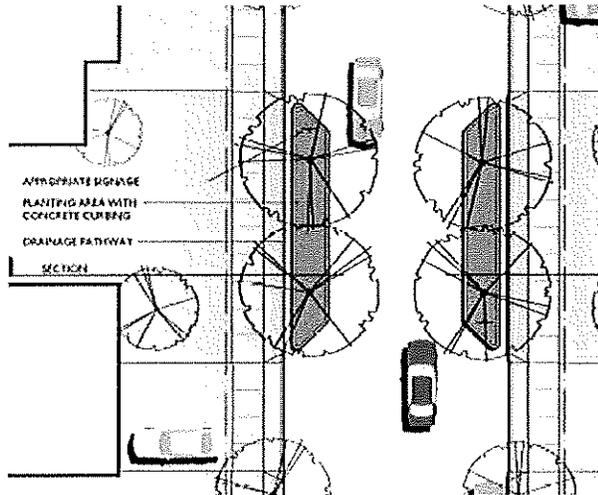
Advantages

- Restricts cut-through traffic while allowing some movement for local residents
- Improves the aesthetic quality of the street and provides landscape opportunity
- Maintains bicycle and pedestrian movements
- Reduces conflicts at intersection
- Closure island reduces pedestrian crossing distance at intersection
- Allows for emergency vehicle access

Disadvantages

- Will result in redirection of traffic to neighboring streets
- Increases trip length for local drivers
- Could eliminate some on-street parking
- Could increase emergency response time
- Creates potential for wrong-way travel from drivers circumventing barrier

Neighborhood Traffic Management



Mid-Block Chokers

A raised island next to the curb or a widened sidewalk or planting strip that reduces roadway width. It can be used on both sides of the street or on one side. In certain cases they can be used to reduce a two-lane road to one-lane, requiring motorists to yield.

Advantages

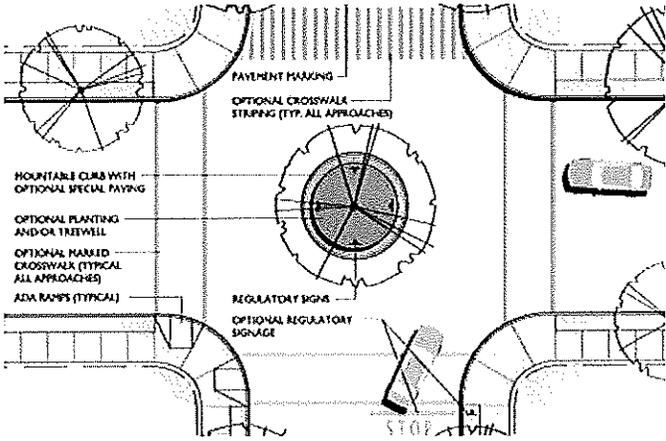
- Reduces vehicle speed due to narrowed roadway width
- Two-lane chokers have minimal impact on local traffic and emergency vehicles
- One-lane chokers can reduce cut-through traffic
- If at a crosswalk, reduces crossing distance
- Provides landscaping opportunity
- Works well with other traffic calming measures

Disadvantages

- Must resolve drainage issues
- Could impact bikeways and bike mobility
- Could eliminate on-street parking
- Speed reduction is not as significant as other traffic calming measures
- Landscaping requires maintenance
- One-lane chokers result in significant re-distribution of traffic



Neighborhood Traffic Management



Traffic Circles

Raised circular medians greater than 10 feet in diameter. They are placed in intersections of residential streets and circulate traffic in a counter-clockwise direction in order to address speeds, volumes, and safety concerns. Entry to the circle is controlled by "Yield on Entry" on all approaches. The circle may contain landscaping.

Advantages

- Reduces vehicle speeds by about 10% on intersecting streets
- Has been shown to cause a significant reduction in accidents
- Provides landscaping opportunities
- Improves the appearance of the street by breaking up sight-lines

Disadvantages

- Could result in removal of on-street parking
- Learning curve for drivers to adapt to new control
- Could intrude on bike and pedestrian paths
- May increase emergency response time
- May restrict access for large trucks and longer busses

Speed Zoning

The purpose of speed zoning is to protect and provide a safe environment for the public. Speed zoning should be reserved for roads with considerable volumes of traffic where such zoning proves to facilitate a smooth traffic flow. Police agencies rely on reasonable and well recognized speed laws to control motorist that drive at dangerous and destructive speeds.

Prima Facie Speed

With accordance to California Vehicle Code (CVC) 22352, "prima facie" limits are reasonable speeds set by local authorities under normal conditions. These limits are often set at less than the absolute limit based on the results of an engineering and traffic survey. Motorists may exceed any prima facie limit if it is safe to do so, however, if a driver is cited exceeding the speed limit, it is the drivers responsibility to prove the higher speed was reasonable and prudent under the existing conditions.

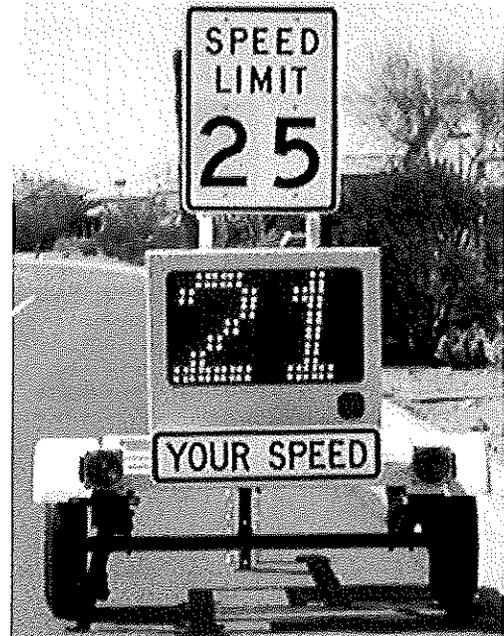
Certain blanket prima facie limits are established by law. Residential areas are limited to 25 miles per hour (mph). There is also a part-time 25 mph limit in school zones when children are traveling to or from school.

Speed Limits

Speed regulations are based on traffic conditions and natural driver behavior. Local agencies must follow the basic speed law when setting speed limits on public streets. The basic speed law states:

"No person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent."

These speed regulations take into consideration weather conditions, visibility, traffic flow, and the surface and width of the street. This law enforces that no person shall drive at a speed which endangers the safety of persons or property.



COMMONLY ASKED QUESTIONS

SPEED LIMITS

A question usually arises regarding speed limits. The most common is the lowering of speed limits. A common belief is that posting a speed limit will influence drivers to drive at that speed. The facts indicate otherwise.

Research conducted nationwide over a span of many years has shown that drivers are influenced more by the appearance of the roadway and the prevailing traffic conditions rather than the posted speed limit itself.

California's Basic Speed Law requires that:

No person shall drive a vehicle upon a highway at a speed greater than is responsible or prudent having due regard for weather, visibility, traffic, surface of the roadway, and the width of the roadway. In no event traveling at a speed which endangers the safety of persons or property.

Speed limits are called *prima facie* limits, which "on the face of it" are safe and prudent under normal conditions. Certain *prima facie* limits are established by law and include the 25 MPH limit in business districts and residential neighborhoods, the 15 MPH limit in alleys and at blind intersections. A part time 25 MPH limit is also used in school zones when children are going to and coming from school. These speed limits are not always posted, but all California motorists are required to know these basic speed laws.

Local authorities on the basis of traffic engineering surveys may establish speed limits. These surveys include an analysis of roadway conditions, accident records, and the prevailing speed of prudent drivers. If speed limit signs are posted for a lower limit than is needed to safely meet these conditions, many drivers will simply ignore the signs. At the same time, other drivers will stay within the posted limit. This creates a conflict between faster and slower drivers and reduces the gap between traffic. Studies have shown that where uniformity of speed is not maintained, accidents generally increase.

COMMONLY ASKED QUESTIONS

CHILDREN AT PLAY SIGNS

An often-heard neighborhood request concerns the posting of warning signs with “SLOW – CHILDREN AT PLAY”. These requests are based on a widespread belief in that traffic signs will provide protection for the safety of children in the street near their home.

There has been no factual evidence to document the success of these signs in reducing pedestrian accidents, travel speeds, or legal liability. Studies have shown that many types of signs attempting to warn of normal conditions in residential areas have failed to achieve the desired safety benefit.

Because of these serious considerations, California law does not recognize the use of “Children at Play” signs. Also, Federal standards and guidelines do not recognize these signs and discourage their use. Specific warnings for schools, playgrounds, parks, and other recreational facilities are available for use where clearly justified.

Children should not be encouraged to play within the street. This sign has been rejected since it is a direct and open suggestion that children should play in the street.

COMMONLY ASKED QUESTIONS

STOP SIGNS

A stop sign is one of the most valuable and effective traffic control devices when used at the right place and under the right conditions. It is intended to help drivers and pedestrians at an intersection decide who has the right-of-way.

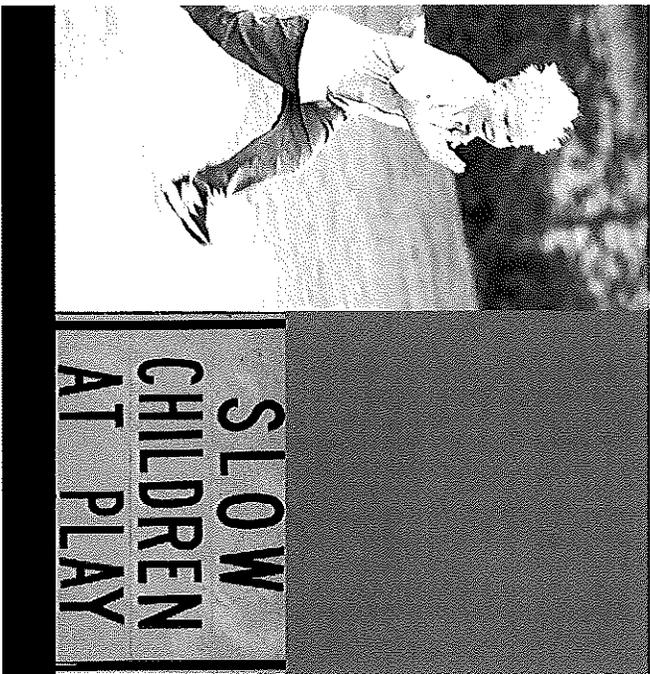
A common misuse of stop signs is to disrupt through traffic either by causing it to stop or by causing such an inconvenience as to force the traffic to use other routes. Where stop signs are installed as “speed breakers,” there is a high incidence of intentional violation. In those locations where vehicles do stop, the speed reduction is effective only in the immediate vicinity of the stop sign, and frequently speeds are actually higher between intersections. For these reasons, a stop sign should not be used as a speed control device.

Most drivers have no intention of intentionally violating traffic regulations. Most stop sign violations occur when an unreasonable restriction is imposed. In such cases, the stop sign can create a false sense of security in a pedestrian and an attitude of contempt in a motorist. These two attitudes can and often do conflict with tragic results.

Well-developed, nationally recognized guidelines or warrant help to indicate when such traffic controls become necessary. These guidelines consider the probability of vehicles arriving at an intersection at the same time, the length of time traffic must wait to enter, and the availability of safe crossing opportunities. Since stop signs address vehicle right-of-way, many motorists do not recognize pedestrians' rights at these installations. Therefore, stop signs should only be installed at intersections that meet the established criteria.

Glossary of Terms

<i>Term</i>	<i>Definition</i>
<i>ADT</i>	Average Daily Traffic
<i>CEQA</i>	California Environmental Quality Act
<i>Choker</i>	Narrowing of the street at intersections or at mid-blocks to reduce the width of the roadway
<i>Cul-de-sac</i>	Complete closure of the street, either at intersections or at mid-block, to completely block access from one end of a street while allowing adequate turnaround
<i>Curb extension</i>	Also called "choker." A form of narrowing a street
<i>Diagonal diverter</i>	Barrier placed diagonally across an intersection to convert the intersection into two unconnected streets to break up through routes
<i>Horizontal deflection device</i>	General term for any measure that alters the horizontal alignment of the roadway
<i>Channelization</i>	Used to limit directional traffic movements
<i>mph</i>	Miles per hour
<i>MUTCD</i>	Manual on Uniform Traffic Control Devices
<i>NTMP</i>	Neighborhood Traffic Management Program
<i>Pavement Undulation</i>	Raised pavement areas across a roadway that generally has a height of 3 to 4 inches with a travel length of 12 feet. There are a number of variations with common names, including "speed humps," "speed lumps," and "speed cushions"
<i>Raised Medians</i>	Also called "intersection channelizations." Used to limit directional traffic movements
<i>Roundabout</i>	Similar to traffic circles but have splitter islands that prevent vehicles from turning in front of the circle
<i>Rumble strip</i>	Patterned sections of raised or grooved pavement, used as a means of attracting the driver's attention
<i>Semi-Diversers</i>	Partial street closures which limit access to a street from one direction by blocking half the street
<i>Speed bump</i>	A raised pavement area across a roadway that generally has a height of 3 to 6 inches with a travel length of 1 to 3 feet
<i>Speed cushion</i>	A variation of a speed hump, constructed of rubber composite modules, and arranged to accommodate the wheel base of emergency response vehicles
<i>Speed hump</i>	Also called "pavement undulations." They are raised pavement areas across a roadway and generally has a height of 3 to 4 inches with a travel length of 12 feet
<i>Speed lump</i>	A variation of a speed hump, constructed of asphalt, which incorporates grooved channels to accommodate the wheel base of emergency response vehicles
<i>Traffic circle</i>	Typically round raised islands placed at the center of an intersection. They are typically effective tools as intersection calming devices
<i>Vertical deflection device</i>	General term for any measure that alters the vertical profile of the roadway over a short distance such as speed humps, speed lumps, speed cushions, raised crosswalks, etc.
<i>vpd</i>	Vehicles per day



Children at Play: Traffic Safety Factors

The City of Murrieta often receives requests to install signs warning drivers of the possible presence of children at play. These requests are based on a widespread belief that traffic signs will provide protection for the safety of children in the street near their home. However, these signs are not standard traffic control devices and have not been found to be effective in improving the safety of children nor changing the driving behavior within a neighborhood.

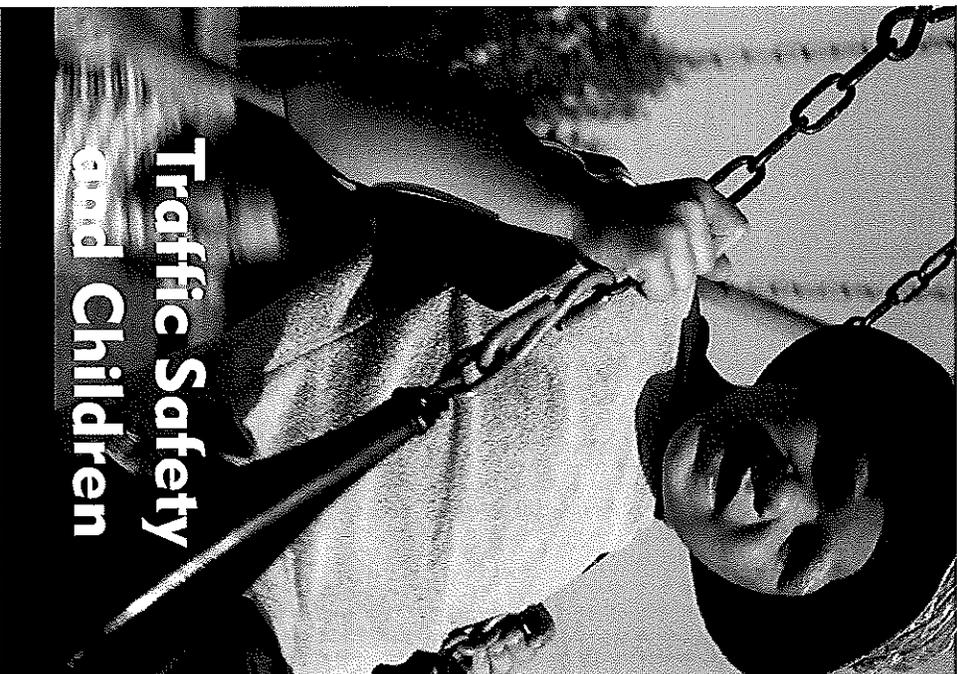


City of Murrieta
Public Works and Engineering Department
26442 Beckman Court
Murrieta, CA 92562



If you have questions, requests or suggestions concerning traffic issues, please contact the Public Works and Engineering Department: (951) 304-CITY (2489) or through the "At Your Service" link at:
www.murrieta.org

Neighborhood Traffic
Management Program

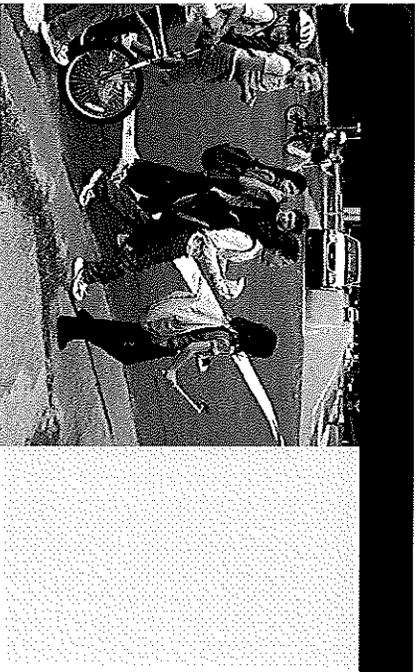


False Sense of Security

"Children at Play" signs tend to create a false sense of security for parents and children who believe the signs provide an added degree of protection when actually motorists, particularly locals, pay little attention to them. The use of "Children at Play" and similar signs such as "Slow" or "Slow—Entering Residential Area" have long been discouraged by traffic officials since these signs are a direct and open suggestion that children playing within the street travelways is acceptable.

There is a widespread belief that such signs may help reduce speeds within residential neighborhoods. However, there is no factual evidence documenting the success of these signs in reducing pedestrian accidents, operating speeds or legal liability. If speeding problems exist within a residential area, it should be brought to the attention of the Murrieta Police Department who are responsible for vehicle code enforcement in the City.

Unnecessary signs confuse and annoy drivers and foster disrespect for all signs, but signs in accordance with the State of California's Department of Transportation regulations can and should be posted for school zones and pedestrian crossings as well as playgrounds and other recreational areas where a need exists.



City Policy on Children at Play Signs

"Children at Play" and similar signs are not recognized by the State of California or the Federal Highway Administration as official traffic control devices and, therefore, are not installed by the City on public streets. More importantly, parents should discourage their children to play within the street travelways.

Neighborhood parks are located within the City and provide a place where children can play safely with proper supervision. Safe playgrounds are also provided at many elementary school sites.

The City takes its role in solving traffic problems very seriously, yet the ultimate burden of safety rests with you, the citizen of the City of Murrieta.

Request for Speed Limit Signs

Citizens frequently request 10 miles per hour (mph) speed limit signs on residential streets where children are playing. The speed limit on a residential street (whether posted or not) is 25 mph. A sign posted with a lower speed limit would be considered by the court to constitute a speed trap and any citations issued would become invalid.


Murrieta
a great place to grow

Public Works and Engineering Department





CITY OF ELK GROVE

SPEED CONTROL PROGRAM GUIDELINES

November 6, 2008

Prepared for:

City of Elk Grove
Public Works Department

1. INTRODUCTION

BACKGROUND

In 2002, the Public Works Department developed the Neighborhood Livability Program (NLP) in response to a multitude of citizen requests for neighborhood traffic calming. The NLP was modeled after successful programs in other cities that combine Education, Enforcement, and Engineering techniques, commonly referred to as the Three E's. The NLP conducted a series of pilot plans in three neighborhoods to educate residents on available traffic calming devices, assess policies and procedures set forth, and test the effectiveness of various traffic calming devices. The NLP is comprehensive in that it treats an entire neighborhood. This is beneficial in creating coordinated plans and minimizing the chances of pushing the problem from one street to another. However, treating an entire neighborhood takes substantial time and resources.

Since the adoption of the NLP program, Public Works staff has identified the need for a streamlined process that more quickly responds to resident's traffic calming requests. The Speed Control Program will reduce residents' wait time while efficiently using staff time to oversee the program. The program is anticipated to operate in lieu of the NLP.

GOAL

The Speed Control Program will provide City staff and residents with a streamlined program to address neighborhood speeding in established neighborhoods.

OBJECTIVES

The Speed Control Program utilizes the best practices in traffic calming and lessons learned from the NLP to efficiently address neighborhood speeding. To truly be effective, the program will:

- Determine eligibility based on clearly defined and easily measured parameters
- Use a priority ranking system to determine the order in which requests will be addressed
- Focus on localized traffic issues in the immediate rather than the larger neighborhood wide program
- Offer a limited number of traffic calming devices that require little design time and are effective at reducing speeds yet cost effective

Through these objectives, the program is anticipated to reduce the timeframe from a resident's request for traffic calming to actual construction. However, this timeframe is dependent on competing demand, priority ranking, available funding and timing of construction.

FUNDING

The City of Elk Grove will fund the planning, design, and construction of speed control measures through this program. Funding for the Speed Control Program is anticipated to come from Gas Tax and be reauthorized annually from the City approved Capital Improvement Program based on the amount of available funding city wide. The amount of annual funding will determine the number of speed control requests that can be responded to.

Residents or a group of residents whose street qualifies for speed control may elect to fund the devices. The resident or group of residents must enter into a memorandum of understanding (MOU) with the City of Elk Grove, wherein they agree to pay for all costs associated with the installation of speed control devices on their street (construction, inspection, administration, etc). Once a MOU is executed, the

location to receive speed control shall be included in the next City construction project rather than competing against other requests. Private payment for speed control does not relieve a location from the public survey requirement (see Chapter 4) or any other criterion set forth in these guidelines.

REVIEW OF OTHER JURISDICTIONS

Materials from the following agencies were reviewed to identify the range of options and common practices relating to the implementation of similar speed mitigation programs:

- City of Albuquerque, NM
- Montgomery County, MD
- City of Belmont, CA
- City of Sacramento, CA
- City of Bakersfield, CA
- City of Los Angeles, CA
- City of Riverside, CA
- Gwinnett County, GA
- City of Anaheim, CA
- County of Humboldt, CA
- City of Inglewood, CA
- City of Pittsburg, CA

The City of Elk Grove's program shares many similarities with the other surveyed programs including:

- Eligible Devices – The surveyed programs vary in terms of eligible device, but primarily rely on vertical devices (i.e., speed humps). Qualifying Criteria – All surveyed programs rely on a set of qualifying criteria. Speed and volume are the most common requirements. The City of Anaheim's Speed Hump Program used street width, street length, and classification as a truck or transit route as additional qualifiers.
- Request Selection Process – The surveyed programs tend to rely on either a “first come, first served” basis or priority ranking for implementation.
- Determining Neighborhood Support – All surveyed programs relied on some level of neighborhood support. The City of Belmont requires the petition to initially be signed by 75% of the residents on the street with a final support of 66% for the speed hump plan.

A summary table of other jurisdictions' programs is provided in the Appendix.

HOW TO USE THIS DOCUMENT

The remainder of this manual is presented in the following chapters:

- Chapter 2 – Initial Qualifying Criteria
- Chapter 3 – Toolbox of Available Program Speed Control Measures
- Chapter 4 – Implementation Procedures
- Chapter 5 – Procedures for Device Removal

While the document is primarily intended for City staff, residents interested in learning about the City's Speed Control Program may also find this document useful.

2. INITIAL QUALIFYING CRITERIA

The Speed Control Program begins when a resident submits a petition requesting treatment. The petition shall include the following:

- Street name
- Locations of concern (e.g., from A Street to C Street)
- Time of day when issue occurs (e.g., 4:00-6:00 PM)
- Signatures from 10 households (signatories must be legal residents 18 years and older)

Public Works staff will review the petition and initiates a traffic investigation to determine whether the street in question satisfies a series of requirements. The program petition is contained in Chapter 4. The series of requirements are necessary to rule out more appropriate traffic engineering and maintenance solutions (e.g., signage changes or trimming vegetation to improve sight distance). In addition, vertical traffic calming measures are not appropriate on every street even when basic qualifying criteria are met. Signing, striping and traffic control options will be evaluated prior to the recommendation of vertical speed control devices. Staff reserves the right to approve or reject speed hump requests on a case by case basis.

The initial qualifying criteria are shown in Table 1.

TABLE 1: SPEED CONTROL PROGRAM INITIAL QUALIFYING CRITERIA	
Criteria	Requirement
1. Street Classification	2-lane Local or Collector Street
2. Minimum Street Length	750 feet between traffic controls
3. Average Daily Traffic Volume ¹	500 – 4,000 Vehicles per Day
4. Posted Speed Limit	30 mph or less
5. 85 th Percentile Speed	≥ 5 mph over the posted speed limit
6. Adjacent Land Use	≥ 75% Residential, Park or School
7. Fire Department Review	Review primary emergency response route map to determine device eligibility; Eligible streets will be forwarded to the Fire Department for review, emergency response time impact analysis and comment.
Notes:	
1) Alternative traffic calming measures may be available for streets which exceed the average daily traffic threshold of 4,000 but serve less than 7,500 vehicles per day and meet all other criteria.	

Public Works staff will evaluate each request based on the initial qualifying criteria shown in Table 1 and in accordance with procedures set forth in Chapter 4. If a street satisfies the minimum requirements and is a candidate for the program, Public Works staff will notify the individual who submitted the request in writing. Staff will also notify applicants of non-qualifying streets and provide an explanation in writing as to why. If the street fails to meet the necessary requirements, the street may not be considered for the program for another two years. Based on the needs of the City and continued improvements to the program, qualifying criteria and the priority ranking system are subject to change at any time. Streets, which may have qualified for the program previously, shall be reevaluated in accordance with the most current set of qualifying criteria and ranking system established in subsequent revisions to this document. Public Works envisions maintaining the list in an Excel or similar database format.

3. TOOLBOX

This chapter presents the “toolbox” of traffic calming devices available for use in City of Elk Grove’s Speed Control Program. Speed control requests typically begin as a traffic investigation in response to a perceived traffic issue. Public Works staff will perform routine investigations to assess if non-physical (i.e., signing, striping, sight distance improvements) will address the concern before recommending the Speed Control Program.

Traffic calming devices applicable to the City of Elk Grove are categorized as one of the following:

- Non-Physical Measures - Any measure that does not require physical changes to the roadway. Non-physical devices are intended to increase drivers’ awareness of surroundings and influence driver behavior without physical obstructions.
- Vertical Deflection measures – Physical devices designed to create vertical deflection in order to slow vehicles. Vertical deflection devices such as speed humps or speed tables are the most effective at reducing vehicle speeds. These types of devices also pose the greatest potential to slow emergency response vehicles, buses, and delivery trucks.

For the purposes of this Speed Control Program, the “toolbox” consists of the following three vertical devices to address neighborhood speeding:

- Speed Humps
- Speed Lumps
- Speed Tables

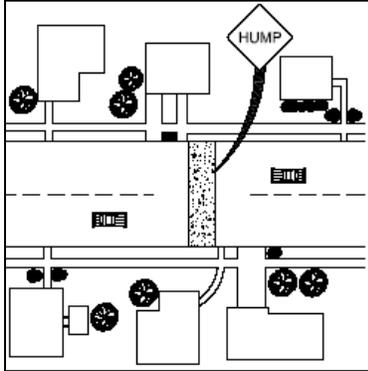
The devices listed above have been selected because they are effective at reducing vehicles speeds, are relatively easy to design, and are cost effective when compared to other devices. The Neighborhood Livability Program contained a wider range of devices to address neighborhood traffic concerns.

The remainder of this chapter presents the following information for each device in the “toolbox”:

- Description of the device
- Photograph and schematic
- List of advantages and disadvantages
- Estimated construction costs. Actual costs depend on a number of factors including street width and construction material
- Data sheet indicating measured reduction in speed, volume, and collision potential

Speed Hump

Speed humps are rounded raised areas placed across the road. They are generally 12 feet long (in the direction of travel), 3 to 3 ½ inches high, parabolic in shape, and have a crossing speed of 15 to 20 mph. Speed humps on roadways with bike lanes should have a sinusoidal profile. When placed on a street with rolled curbs or no curbs, bollards are placed at the ends of the speed hump to discourage vehicles from veering outside of the travel lane to avoid the device.



The magnitude of reduction in speed is dependent on the spacing of speed humps between points that require drivers to slow. Streets with higher 85th percentile speeds (e.g., 35mph) prior to application tend to experience the greatest speed reduction. In other words, it is unreasonable to expect significant speed reduction on streets with an initial 85th percentile speed less than 30mph.

Approximate Cost: \$2,000 - \$3,000 per location

Measured Effectiveness	
Reduction in 85 th Percentile Speeds	-22% (7 - 8mph reduction)
Note: Reported values represent the average of 179 sample locations (12' speed humps). Source: Traffic Calming State of the Practice, 1999.	

Advantages

- Very effective at reducing speeds
- Relatively inexpensive
- Relatively easy for bicyclists to cross

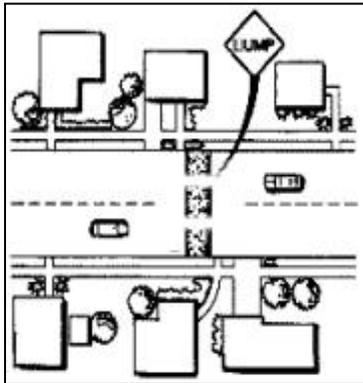
Disadvantages

- Can create a “rough ride” for drivers with certain physical disabilities
- Slows emergency vehicles and buses
- Aesthetics
- Signs and bollards may be unwelcome by adjacent residents
- Increased noise for nearby residents



Speed Lump

Speed lumps are similar in design to speed humps with at least two wheel cut-outs that allow large vehicles such as fire response and buses to pass with minimal slowing. The design limits passenger cars and mid-size SUVs from fully passing through the cut-outs, but allows one set of wheels to pass through the cut-out while the other set is required to travel over the lump.



Speed lumps can be constructed out of asphalt or pre-manufactured rubber cushions. The magnitude of reduction in speed is dependent of the spacing of speed lumps between points that require drivers to slow. Streets with higher 85th percentile speeds (e.g., 35mph) prior to application

tend to experience the greatest speed reduction. In other words, it is unreasonable to expect significant speed reduction on streets with an initial 85th percentile speed less than 30mph.

In 2007, the City of Sacramento conducted before and after speed studies on 29 streets where speed lumps were installed. Recorded speed reductions varied from 15 to 34 percent with an average of 22 percent, which is consistent with speed hump speed reduction.

Approximate Cost: \$2,000 - \$3,000 for Asphalt Speed Lump

Measured Effectiveness	
Reduction in 85 th Percentile Speeds	-22% (7 - 8mph reduction) Similar to speed humps.
Note: Reported values represent the average of 179 sample locations (12' speed humps). Source: Traffic Calming State of the Practice, 1999.	

Advantages

- Very effective in reducing speeds
- Minimizes delays to fire and transit vehicles
- Relatively easy for bicyclists to cross

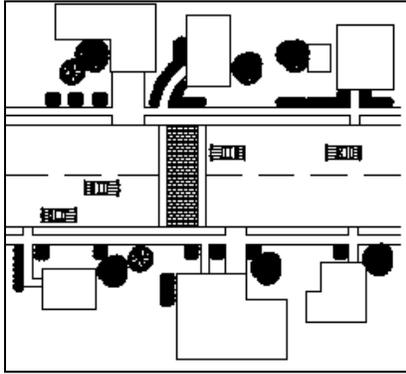
Disadvantages

- Vehicles with wide wheel base can pass through the lump using the wheel cut-outs
- Aesthetics
- Signs and bollards may be unwelcome by adjacent residents
- Increased noise for nearby residents



Speed Table

Speed tables are flat-topped speed humps approximately 22 feet long, which is typically long enough for the entire wheelbase of a passenger car to rest on top. Their long flat platforms, plus ramps that are more gently sloped than speed lumps, yield a higher design speeds than humps or lumps and thus may be more appropriate for streets with higher ambient speeds. The



shape and design provides a gentler ride and requires less slowing of fire response vehicles and buses when compared to speed humps. Brick or other textured materials improve the appearance of speed tables, draw attention to them, and may enhance safety and speed reduction.

The magnitude of reduction in speed is dependent on the spacing of speed tables between points that require drivers to slow. Streets with higher 85th

percentile speeds (e.g., 35mph) prior to application tend to experience the greatest speed reduction. In other words, it is unreasonable to expect significant speed reduction on streets with an initial 85th percentile speed less than 30mph.

Advantages

- Effective in reducing speeds, though not to the extent of speed humps or lumps
- Higher design speed creates a smoother ride for fire and transit vehicles than speed humps or lumps

Disadvantages

- Aesthetics
- Textured materials, if used, can be expensive
- Signs may be unwelcome by adjacent residents
- Increased noise for nearby residents

Measured Effectiveness	
Reduction in 85 th Percentile Speeds	-18% (6-7mph reduction)
Note: Reported values represent the average of 58 sample locations (22' speed tables). Source: Traffic Calming State of the Practice, 1999.	

Approximate Cost: \$ 5,000 for Asphalt Speed Table



4. IMPLEMENTATION PROCEDURES

This section describes the implementation procedures of the City's Speed Control Program. The process is separated into four key components focusing on specific tasks for executing an annual speed hump project. The three components of the process are:

- Project Initiation
- Project Support
- Project Implementation

Each step of these components is discussed in greater detail below.

PROJECT INITIATION

Speed Control Program Petition

The process is initiated when a resident or group of residents express interest in addressing speeding on their street and obtain a petition from City staff or the City website. The applicant completes the petition which requires the signatures from 10 households on the subject street, indicating they perceive a significant problem. If the minimum number of signatures cannot be obtained, then the process does not continue due to a lack support for action. The petition form is provided on the following two pages. Public Works will consider a speed control request without supporting signatures from only a school, church, park or other City Department.

After a completed petition is submitted to the Public Works Department, staff reviews the petition and defines the appropriate limits for the street segment. A speed control project should consider the full length of the street and whether or not the treatment should extend beyond the block(s) specified in the petition.

SPEED CONTROL PROGRAM PETITION FORM

CITY OF ELK GROVE

This form enables residents of the City of Elk Grove to formally request the Public Works Department to initiate a traffic study to determine if speed humps or related traffic calming measures are suitable speed mitigation for a specific neighborhood street. To be considered, this three-part form must be filled out in its entirety and returned to:

City of Elk Grove
Attn: Dorothy Kam, Speed Control Program Manager
Elk Grove City Hall
8401 Laguna Palms Way
Elk Grove, CA 95758

For more information on the City's Speed Control Program, please visit: Public Work's Web site or call (916) 478-3604.

Please clearly and concisely provide the following information. All three parts must be complete for the petition to be valid.

1. Street Representative Information

Name: _____

Address: _____

Telephone: _____

Date of submission: _____

2. Describe the existing traffic-related issues on your street that you believe require speed humps or similar devices to mitigate. Provide detail regarding specific locations where and the time of day when your concern is most prevalent. If necessary, provide a sketch or other supporting documentation.

SPEED CONTROL PROGRAM PETITION FORM

CITY OF ELK GROVE

3. Resident Support

Signatures from 10 different households in support of the Speed Control Program are required. Signatories must be legal residents 18 years and older living on the requested street.

We, the undersigned residents of _____(street) between _____(street) and _____(street),

do hereby request the City of Elk Grove, to install speed humps on our street to attempt to slow speeding drivers. By signing below, we understand that a speed hump with related signing and pavement markings may be installed in front of our property. We also understand that installing speed humps may produce some noise and increase emergency vehicle response time to our home.

	Signature	Printed Name	Address	Phone Number
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Define Study Area

During the investigation, Public Works staff will define the limits of the study area. The study area may be limited to the segment(s) identified in the petition or enlarged to encompass the full length of the street. Public Works staff may find it reasonable to extend the study area on roadways that serve a higher number of vehicles or to combine two or more separate requests for the same street. Logical study areas are commonly defined by physical features such as an arterial roadway, creek, traffic control device (e.g., stop sign) or transition in land use. By defining an appropriate study area, the program will employ a more comprehensive approach than addressing requests on a limited segment by segment basis. It is important to look at the cumulative impact of installing a series of vertical deflection measures and the unintended consequence they may have on trip diversion and emergency response time.

Qualifying Criteria

Following the review of the petition, staff will initiate a traffic investigation to determine whether the street in question satisfies a series of requirements. These qualifying criteria are necessary to rule out more appropriate traffic engineering and maintenance solutions (e.g., signage changes or trimming vegetation to improve sight distance). In addition, vertical traffic calming measures are not appropriate on every street even when basic qualifying criteria are met. Staff reserves the right to approve or reject speed control requests on a case by case basis.

The initial qualifying criteria listed in Table 1 (Chapter 1) are described in greater detail below.

1. Street Classification

The Speed Control Program is applicable only on two-lane residential streets designated as local or collector streets. The terms local and collector refer to the functional classification that denotes a specific level in the transportation network hierarchy and specifies the design of the facility according to City of Elk Grove standards. While the streets may have been designed for a particular purpose, they may in reality function differently than intended. Therefore, it may be difficult to differentiate between the two. Local streets provide direct access to residential properties and facilitate short neighborhood trips. Collector streets are secondary roads that connect motorists from surrounding local streets to arterial roadways and freeways and facilitate intermediate trip lengths. Each roadway has its own unique set of characteristics; therefore, eligibility of a specific roadway is determined by Public Works staff in coordination with other departments.

2. Minimum Street Length

The street segment in question must be at least 750 feet long between traffic controls. This requirement typically ensures that streets have at least two speed humps to slow traffic. The distance requirement also prevents over use of speed control measures in a relatively short distance.

3. Average Daily Traffic Volume

The street segment in question must serve at least 500 vehicles per day. This requirement ensures that speed humps are used discriminately on residential streets with a moderate level of traffic. Average daily traffic volume must be less than 4,000 vehicles per day. Higher volumes typically suggest roadway functionality greater than that of a local residential or collector.

Speed tables may be considered on higher volume facilities with up to 7,500 vehicles per day on a case-by-case basis. Placing devices on any street with volumes greater than 4,000 should be evaluated for traffic diversion potential to other roadways (including low-volume residential streets) which may offer unimpeded traffic flow or the perception of a shorter travel time.

4. Posted Speed Limit

The posted or prima-facie speed limit on the street segment in question must be 30 mph or less. Streets with posted speed limits higher than 30 mph are not eligible for this program due to the difference in prevailing vehicle speeds and the design speed of traffic calming devices.

5. 85th Percentile Speed

The 85th percentile speed must be at least 5 mph higher than the posted speed limit. The 85th percentile speed is the speed at which 85 percent of vehicles are traveling at or below. The 85th percentile speed shall be determined from a 24-hour speed survey. If the bi-directional 85th percentile speed is equal to or more than 5 mph over the posted speed limit, this criteria is satisfied.

6. Adjacent Land Use

The street segment frontage must consist of a minimum of 75 percent residential, parks or school uses. If the adjacent properties are not built out and functioning as intended, these streets will be evaluated on a case by case basis.

7. Fire Department Review

The presence of a primary fire response route presents another factor in selecting the most appropriate, if any, traffic calming device. Fire apparatus are more sensitive to vertical and horizontal shifts than passenger vehicles. A reduction in travel speed equates to a slower response time.

The Fire Department has a response goal of 6 minutes or less, 90% of the time, as measured by the first arriving unit to the scene of the emergency. The longer it takes the Fire Department to respond to an incident, the higher the probability of the severity of a situation. Depending on the design, vertical deflection measures may slow vehicles, including fire trucks.

The following measures will be taken before installing traffic calming measures on a street as part of this program:

- Public Works staff will review primary emergency response routes identified by the Fire Department.
 - If the street is a primary response route but meet qualifying criteria 1, 2, 4 and 6, Public Works staff will flag the location and initiate discussion with the Fire Department on a case-by-case basis prior to collecting speed and volume data to satisfy qualifying criteria 3 and 5. Only speed lumps or speed tables will be considered on primary response routes.
 - If the street is not a primary response route and meets qualifying criteria 1 through 6, Public Works will qualify the street for the program. Public Works will prepare a list of streets for Fire Department to review quarterly. Speed humps, lumps, tables will be considered on non-primary response routes.
- Public Works will supply the Fire Department with an initial map that identifies proposed placement and frequency of the devices under consideration.
 - At the Fire Department's discretion, they may choose to conduct analysis and document response time impacts in relation to response time goals.
 - In the event where response time goals are anticipated to be exceeded as a direct result of device placement, Public Works will disclose the Fire Department's findings in the annual staff report presented to City Council for construction project approval.

8. Additional Considerations

Trip Diversion

Public Works staff will estimate the potential for a specific traffic calming proposal to create trip diversion. In some instances placing vertical deflection measures on one street may cause vehicles to change routes for convenience or a perceived travel time advantage. Staff will consider the cumulative impact of installing a series of vertical deflection measures and the unintended consequence they may have on trip diversion to adjacent residential streets. Public Works may deny a speed hump request on the basis of probable trip diversion.

Site Review

Public Works staff will review the street for other installation constraints and challenges. Engineering judgment will determine the suitability of traffic calming within horizontal curves or where sight distance may be compromised.

Priority Ranking System

A priority ranking system allows City staff to quantitatively assign a numerical value to every candidate street. This process will prioritize the requests based on the amount of traffic, speed of traffic, and adjacent land use. The following point allocation method will be used in order to rank streets qualifying for the program:

TABLE 2: PRIORITY RANKING SYSTEM	
Criteria	Point
Vehicle Traffic (Daily)	1 point for every 50 vehicles
Vehicle Speed (Daily 85 th percentile)	5 points for every mile per hour over the posted limit
Land use	1 point for every residential unit adjacent to the Street
	1 point for every 25 feet of apartment frontage
	1 point for every 25 feet of school frontage
	1 point for every 25 feet of park or playground frontage

Public Works staff will collect, investigate, and rank requests throughout the year. Staff will publish the score and rank of qualifying street segments annually. Public Works will advertise a deadline by which requests need to be submitted for consideration in the next construction project. Staff will determine the number of areas that can be treated in the upcoming year based upon budget and staff resources. Staff will publish a draft implementation list annually based primarily on the priority rating system.

Response to Applicant

If a street satisfies the minimum requirements and is a candidate for the program, Public Works staff will notify the individual who submitted the request in writing. Staff will also notify applicants of non-qualifying streets and provide an explanation as to why the street was declined. If the street fails to meet any of the necessary requirements, the street may not be considered for the program for another 2 years.

Based on the needs of the City and continued improvements to the program, qualifying criteria and the priority ranking system are subject to change at any time. Streets, which may have qualified for the program previously, shall be reevaluated in accordance with the most current set of qualifying criteria and ranking system established in subsequent revisions to this document. Public Works staff will keep applicants abreast of changes to the program which may impact the viability of program applicability for their street.

PROJECT SUPPORT

After the draft implementation list is developed, Public Works staff will identify local support through a survey sent via regular mail or hand-delivered. Only properties with land adjacent to the subject street(s) will receive a survey. Current residents will receive the survey regardless if they are owners or tenants. Surveys will be sent far enough in advance to reach recipients two and one half (2 ½) weeks prior to the response deadline. The survey will include a description of the proposed project indicating the type and approximate location of device(s) being proposed.

A minimum response rate and support rate must be met for the project to move forward. For implementation to be considered, a minimum of 50 percent of all surveys must be returned, with two-thirds (67 percent) of respondents in favor. For example, if 100 surveys are mailed out, at least 50 must be returned with 34 of those in favor of the proposed project. If a street fails to receive the necessary two-thirds majority approval, the street may not be considered again for the program for five years at which time a new petition must be submitted. Apartments present a unique situation because residents may be less likely to respond. For this reason, surveys from apartment units are not counted toward the minimum response rate, but will be counted in favor or against the proposed plan.

Public Works will present City Council with a final implementation list consisting of surveyed, community-supported (two-thirds majority) streets for approval. Residents will be informed of the survey results, Council approval and construction schedule, if applicable, by mail.

PROJECT IMPLEMENTATION

Public Works will prepare final construction documents for the approved implementation list and solicit bids for the annual project. Specific device location will be finalized in accordance with location selection guidelines presented below. Devices shall be constructed in accordance with device design standards and specifications set forth in the construction documents.

Location Selection Guidelines

To finalize the precise location for device installation, the following guidelines are recommended:

- Devices shall not be located over manholes, water valves and survey monuments.
- A minimum distance of 250 feet from a traffic signal or stop control should be maintained.
- Devices should be located a minimum distance of 100 feet from uncontrolled street intersections.
- Devices should be located at least ten feet away from driveways and 25 feet away from fire hydrants.
- Devices should be located near street lights to enhance night visibility.
- Installation near property lines is desirable to minimize impacts on a single parcel.
- Parking restrictions are not required at devices locations; however, drivers may prefer not to park on the raised device.

- Care should be taken when placing devices within horizontal or vertical curves and on roadways with grades greater than 5 percent. Adequate sight distance to device or advanced warning shall be maintained.
- Speed humps and lumps should be placed at a minimum interval of 200 feet and a maximum interval of 600 feet to maintain effective mid-block speed control. Speed tables should be used discriminately at a minimum interval of 500 feet. The number of devices placed on a street is determined by the street length and interval spacing.

Device Design Features

A few key design features control vertical device effectiveness and driver comfort. The final construction standards selected for the City will specify these and other design details.

Vertical device profiles describe the angle or approach of the vertical measure that a vehicle would traverse. The following three profiles types are commonly used as illustrated in Exhibit A:

- Sinusoidal profiles have slightly less reduction effects on speed than circular and parabolic profiles but higher comfort levels for vehicles and bicyclists and are typically more difficult and expensive to construct due to the slope of the profile.
- Circular profiles have moderate reduction effects on speeds (compared to the two other profiles) and comfort levels for vehicles and bicyclists.
- Parabolic profiles has the greatest reduction effects on speeds but have the lowest comfort levels for vehicles and bicyclists to the greater rise in the slope of the profile.

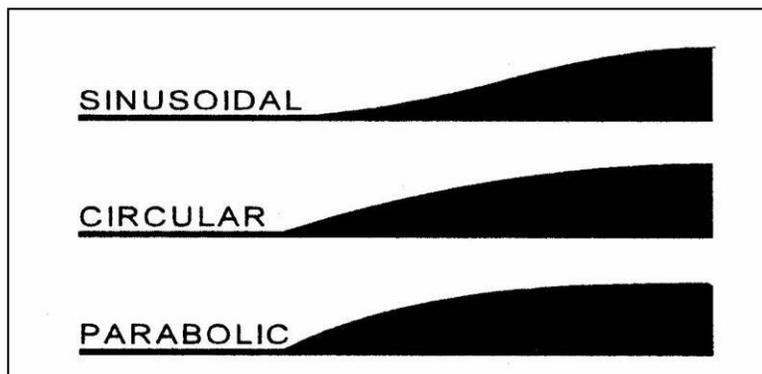


Exhibit A: Ramp Profiles of Vertical Deflection Measures

The edge taper refers to the transition area between a vertical measure at its full height and the edge of the device. Edge tapers on vertical deflection measures should extend to the edge of the pavement (i.e. not into the gutter) to prevent blocking the gutter drainage. Vertical devices should extend across any parking or bike lane to prevent drivers from veering into the bike lane or otherwise attempting to avoid the device.

To deter drivers from avoiding the vertical measures where no vertical curb exists, Public Works may require a bollard be placed adjacent to the travel way centered on the device.

Draft Device Specifications

The following draft device specifications are recommended based on designs published in Traffic Calming State-of-the Practice¹, the Canadian Guide to Traffic Calming² and successful practices of other jurisdictions. The exact specifications and design standards will be provided by Public Works with the release of the annual construction bid package.

Speed Hump

An asphalt concrete speed hump should be 12 feet in the direction of travel and a height between 3 ¼ inches to 3 ¾ inches. The speed hump should extend from lip of gutter to lip of gutter. There will be an edge taper of 1 foot to 2 feet originating at the crest of the speed hump and converging at the lip of gutter. Asphalt concrete shall be mixed and placed in accordance with City of Elk Grove Standard Specifications.

Speed Lump

An asphalt concrete speed lump will be 12 feet in the direction of travel and a height between 3 ¼ inches to 3 ¾ inches. The center lump (or lumps if the design requires one lump in each travel lane) will be approximately 5 ½ feet across. There will be a gap between lumps to accommodate the wheelbase of fire trucks and buses. The exact spacing will be evaluated and determined by Public Works in consultation with the Fire Department. The speed lump will extend to the lip of gutter. There will be an edge taper of 1 foot to 2 feet originating at the crest of the speed lump and converging at the lip of gutter. Asphalt concrete shall be mixed and placed in accordance with City of Elk Grove Standard Specifications.

Speed Table

An asphalt concrete speed table will be 22 feet in the direction of travel, consisting of two 6-foot long ramps on each end of a 10-foot long platform. The platform should be a minimum height of 3 ¼ inches and a maximum height of 3 ¾ inches. The speed table will extend from lip of gutter to lip of gutter. There will be an edge taper of 1 foot to 2 feet originating at the crest of the speed lump and converging at the lip of gutter. Asphalt concrete shall be mixed and placed in accordance with City of Elk Grove Standard Specifications.

Traffic Signs and Markings

All required traffic signs and markings will be part of the contract bid package, unless these items are to be installed by City Crews. Upon installation, all signs and markings should comply with the most current adopted version of the California Manual of Uniform Transportation Devices (MUTCD).

Pavement markings should include "chevron" pavement markings centered on the travel lane for all devices. For speed lumps, a double yellow centerline pavement markings on both approaches of the lump may be installed for the length of 50 feet measured from the edge of the lump or to the nearest driveway, whichever is less.

Advanced warning signs should be placed in advance of the first vertical measure from each approach and significant side street. Additional signs and pavement markings should be installed at the discretion of the City Traffic Engineer and as specified in the contract bid package and City of Elk Grove standard plans.

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1. ¹ Ewing, R. (1999). *Traffic Calming: State of the Practice*. Washington, DC: Institute of Transportation Engineers/Federal Highway Administration.
 2. ² *Canadian Guide to Neighborhood Traffic Calming*, (1998) Ottawa, Canada: Transportation Association of Canada.

5. PROCEDURES FOR DEVICE REMOVAL

In the event that residents desire removal of existing devices, a process similar to the installation process will be required. The following section provides guidance for the removal of devices once installed. The process for removal requires demonstrated resident support and may require funding by resident(s) if the devices have been in place for less than two years.

Device removal may be considered when all of the criteria listed below are met:

- A petition must be submitted identifying the location of speed humps (or similar device) to be removed and the motivation for removing them. The petition requires signatures from 10 households on the subject street. If the minimum number of signatures cannot be obtained, then the process does not continue due to a lack support for action.
- Vertical measures are found to be ineffective at reducing speed based on a speed survey conducted over a 24-hour period. The mid-block speed must be less than 2mph lower than the speed demonstrated prior to installation in order to be considered ineffective. In addition, the mid-block 85th percentile speed should be within 5mph of the posted or prima-fascia speed.
- Devices were placed in a location conflicting with the adopted guidelines, and another location exists which does not conflict with the adopted guidelines.
- A community meeting is held to discuss device removal.
- A survey of residents on the affected street. A 75 percent response rate with 75 percent of respondents in support is required for removal.

Device removal is subject to City Council approval. Removals may be addressed simultaneously when Public Works staff presents the final implementation list for the annual construction project to City Council.

**APPENDIX:
REVIEW OF OTHER JURISDICTIONS**

**TABLE A.1
COMPARISON OF SPEED CONTROL PROGRAMS**

Jurisdiction, State	Eligible Devices	Qualifying Criteria	Priority Ranking System	Device Selection Guidelines	Location Selection Guidelines	Notes
Albuquerque, NM (Local Street Improvement Program)	<ul style="list-style-type: none"> • Speed Humps 	<ul style="list-style-type: none"> • >500 ADT • >5 mph over posted limit 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Cut through traffic = >30% non-local • Source: City of Albuquerque Neighborhood Traffic Management program, 2008. http://www.cabq.gov/streets/ntmp
Montgomery County, MD	<ul style="list-style-type: none"> • Speed Humps • Separate program includes traffic circles, curb extensions, median islands, and edgeline treatments 	<ul style="list-style-type: none"> • >7 mph over posted limit on secondary residential street • >9 mph over posted limit on primary residential street • 1,000-4,000 ADT (100 peak hour trips) • >1,000 feet 	<ul style="list-style-type: none"> • Yes, but unclear of priority system 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Source: Residential Speed Hump Program and Guidelines, 2008 • Plan cannot include more than 15 speed humps or equal more than 3% of capital budget
City of Belmont, CA	<ul style="list-style-type: none"> • Speed Humps 	<ul style="list-style-type: none"> • 500-4,000 ADT • >15% of vehicles in excess of 32 mph • Street length >750 feet (uninterrupted) 	<ul style="list-style-type: none"> • Yes, based on: • Speed • ADT • Schools/parks • Percent of holds in support • Collision history 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • ≥250 feet from traffic signal • ≥1,000 feet from nearest street • ≥10 feet from nearest driveway 	<ul style="list-style-type: none"> • Source: City of Belmont, Amendment to the Neighborhood Traffic Calming Program – Speed Hump Installation Policy, 2007

**TABLE A.1
COMPARISON OF SPEED CONTROL PROGRAMS**

Jurisdiction, State	Eligible Devices	Qualifying Criteria	Priority Ranking System	Device Selection Guidelines	Location Selection Guidelines	Notes
					<ul style="list-style-type: none"> • ≥25 feet from nearest fire hydrant • Preferably near existing street lighting • At least two humps per block • ≥200 feet sight distance 	
City of Sacramento, CA	<ul style="list-style-type: none"> • Speed Humps • Speed Lumps • Speed Tables 	<ul style="list-style-type: none"> • Street length • Adjacent land use 	<ul style="list-style-type: none"> • Scored and ranked list by City Council district 	<ul style="list-style-type: none"> • Depends on speed, volume, speed limit, and emergency and bus routes 	<ul style="list-style-type: none"> • Minimum distance from controls and driveways • Other requirements 	<ul style="list-style-type: none"> • Source: City of Sacramento Speed Hump Program Guidelines, January 27, 2004
City of Bakersfield, CA	<ul style="list-style-type: none"> • Undulations 	<ul style="list-style-type: none"> • >500 ADT but <2500 ADT • 25mph speed limit • Street <40 feet wide • 67% of vehicles must exceed posted speed or 85th percentile must exceed posted speed by 10mph 	<ul style="list-style-type: none"> • City Engineer recommendation to City Council 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Minimum distance from controls and driveways • Other requirements • Grades <10% 	<ul style="list-style-type: none"> • Source: City of Bakersfield "Official" Policy Relative to the Use of Road Undulations on Public Streets
City of Los Angeles, CA	<ul style="list-style-type: none"> • Speed Humps 	<ul style="list-style-type: none"> • >5 mph over posted limit 	<ul style="list-style-type: none"> • First come, first served 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Source: LADOT Speed Hump

**TABLE A.1
COMPARISON OF SPEED CONTROL PROGRAMS**

Jurisdiction, State	Eligible Devices	Qualifying Criteria	Priority Ranking System	Device Selection Guidelines	Location Selection Guidelines	Notes
	<ul style="list-style-type: none"> • Speed Tables 					Program General Information Package, 2008
City of Riverside, CA	<ul style="list-style-type: none"> • Speed Humps • Enforcement • Speed display boards 	<ul style="list-style-type: none"> • >500 ADT • >30% vehicles >6 mph over posted limit 	<ul style="list-style-type: none"> • Not apparent whether first come first serve or a priority based approach. Requires the following: qualifying criteria, neighborhood support, match resident funding, and Council approval 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • 25% match by residents • Source: The City of Riverside's NTMP – Speed Humps, 2008
Gwinnett County, GA	<ul style="list-style-type: none"> • Speed Tables • Traffic Circles 	<ul style="list-style-type: none"> • Posted speed of 25 mph • >10 mph over posted limit requires 70% neighborhood support • <10 mph over posted limit requires 90% support • Not established truck, transit, preferred emergency vehicle route 	<ul style="list-style-type: none"> • First come first served 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • 100-200 feet from curve or intersection • 300-500 foot spacing 	<ul style="list-style-type: none"> • Source: Gwinnett County Speed Hump Program Manual, June 2007

**TABLE A.1
COMPARISON OF SPEED CONTROL PROGRAMS**

Jurisdiction, State	Eligible Devices	Qualifying Criteria	Priority Ranking System	Device Selection Guidelines	Location Selection Guidelines	Notes
City of Anaheim, CA	<ul style="list-style-type: none"> • Speed Humps • Program being replaced by comprehensive area-wide NTMP 	<ul style="list-style-type: none"> • 1,340 feet long • ≤40 feet wide • >30 feet curb-to-curb • >2,000 ADT • 25 mph posted speed with 66% vehicles ≥ 30 mph • Not established truck or transit route 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Placed at property lines • Not placed over manholes, water valves, etc. • Placed adjacent to street lights 	<ul style="list-style-type: none"> • Source: City of Anaheim Council Policy 205: Speed Humps, 1990
County of Humboldt, CA	<ul style="list-style-type: none"> • Speed Humps 	<ul style="list-style-type: none"> • Road classification and width • Street length • 85th percentile speed > 32mph • ADT > 13,000 	<ul style="list-style-type: none"> • Department recommendation to Board of Supervisors 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Spacing requirements 	<ul style="list-style-type: none"> • Source: County of Humboldt Speed Hump Policy, July 24, 2007
City of Inglewood, CA	<ul style="list-style-type: none"> • Speed Humps 	<ul style="list-style-type: none"> • <3,000 ADT • Not a transit or emergency response route • 25mph speed limit • Adjacent land use 	<ul style="list-style-type: none"> • Prioritized based on volume, speed accidents, land use 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Placement criteria include spacing and distance from nearest controls 	<ul style="list-style-type: none"> • Source: City of Inglewood Traffic Calming Policy: Speed Humps
City of Pittsburg, CA	<ul style="list-style-type: none"> • Speed Humps (14' and 22') 	<ul style="list-style-type: none"> • 85th percentile speed >5mph over posted 	<ul style="list-style-type: none"> • Staff recommendation to Community 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Placement criteria include spacing and 	<ul style="list-style-type: none"> • Source: City of Pittsburg Traffic Calming Policy,

**TABLE A.1
COMPARISON OF SPEED CONTROL PROGRAMS**

Jurisdiction, State	Eligible Devices	Qualifying Criteria	Priority Ranking System	Device Selection Guidelines	Location Selection Guidelines	Notes
		speed <ul style="list-style-type: none"> • 750 feet long • Not a transit route • > 500 ADT and < 3,000 ADT 	Advisory Commission for concurrence; final City Council approval <ul style="list-style-type: none"> • Equation for determining priority 		distance from nearest controls	Revised May 17, 2004

Source: Fehr & Peers, 2008.

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.7
GENERAL BUSINESS
Meeting Date: December 12, 2012

TO: Mayor and City Council Members
FROM: Frank Oviedo, City Manager
SUBJECT: Council Communications Placement on the Agenda

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council consider revising the agenda to move council communications from the end of the agenda to the beginning.

BACKGROUND:

At the last regularly scheduled Council meeting the Mayor asked that an item be brought back to the entire City Council to discuss moving the council communication portion of the meeting to the beginning rather than the end where it has traditionally been placed.

The idea behind moving the communications is that most residents have left the meeting by the time the City Council comments about their many regional boards, commissions, and committees they attend during the month. This would allow the Council to inform the public on what is taking place in surrounding cities and the County.

By moving it on the agenda it also encourages further transparency since it maximizes the chance that the most possible number of residents attending City Council meetings have a chance to hear from the Council what they have been working on in their role as members of agencies such as the Riverside Transit Agency, Riverside County Transportation Commission, Western Riverside Council of Governments, and the many other boards, commissions, and committees.

FISCAL IMPACT:

There is no fiscal impact as a result of this report or actions taken by the City Council.

Submitted & Approved by:
Frank Oviedo
City Manager

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.8
GENERAL BUSINESS
Meeting Date: December 12, 2012

TO: Mayor and City Council Members
FROM: Debbie A. Lee, City Clerk
SUBJECT: Mayor and Mayor Pro Tem Appointments for 2013

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council appoint a Mayor and Mayor Pro Tem for 2013.

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 2013.

FISCAL IMPACTS:

Minimal financial impact for letterhead and business cards.

Submitted by:
Debbie A. Lee, CMC
City Clerk

Approved by:
Frank Oviedo
City Manager

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)

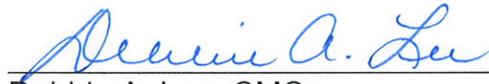
I, Debbie A. Lee, CMC, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 09-72 was duly adopted at a regular meeting held on October 28, 2009, by the City Council of the City of Wildomar, California, by the following vote:

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 #3.9
GENERAL BUSINESS
Meeting Date: December 12, 2012

TO: Mayor and City Council Members
FROM: Debbie A. Lee, City Clerk
SUBJECT: Committees, Commissions, and Boards Appointments for 2013

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council review the list of committees, commissions, and board appointments and make appointments 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.

At this time the City Council can either make changes to the list, or if the Council is satisfied with the current appointments, no changes need to be made.

Submitted by:
Debbie A. Lee, CMC
City Clerk

Approved by:
Frank Oviedo
City Manager

ATTACHMENTS:

List of committees, commissions, and boards

CITY COUNCIL COMMITTEES, COMMISSIONS, BOARDS
(As of 12-14-11)

STANDING:

Park and Recreation Committee

Bridgette Moore
Marsha Swanson

AD HOC SUBCOMMITTEES:

City Attorney Budget

(Appointed 04-11-12)

Ben Benoit
Marsha Swanson

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

Higher Education

(Appointed 05-27-09)

Bob Cashman
Bridgette Moore

Intergovernmental Relations Committee

Bob Cashman
Marsha Swanson

Lake Elsinore Unified School District

(Appointed 10-14-09)

Bob Cashman
Bridgette Moore

Lake Elsinore-Wildomar

(Appointed 08-08-12)

Ben Benoit
Tim Walker

Southwest Coalition

Ben Benoit
Bridgette Moore

Trails

(Appointed 03-24-10)

Bob Cashman
Tim Walker

REGIONAL COMMITTEES, COMMISSIONS, BOARDS
Reviewed and Re-appointed/Re-designated December 14, 2011

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, General Business Meeting.

PARSAC

Bob Cashman
Gary Nordquist, Alt.

Meets in May and December in Sacramento.

RCA

Western Riverside County Regional Conservation Authority

Ben Benoit
Bob Cashman, Alternate

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).

RCHCA

Riverside County Habitat Conservation Agency

Ben Benoit
Bob Cashman, Alternate

RCTC

Riverside County Transportation Commission

Ben Benoit
Tim Walker, Alternate

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.

RTA

Riverside Transit Agency

Bridgette Moore
Marsha Swanson, Alt.

Meets the fourth Thursday of each month at 2:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

SCAG

Southern California Association of Governments

Ben Benoit
Tim Walker, Alternate

Meets annually in June of each year.

**Southwest Community Financing Authority
(Animal Shelter)**
Meets as needed.

**Bridgette Moore
Bob Cashman, 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
Bob Cashman, Alternate**

**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
NOVEMBER 14, 2012**

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

The regular meeting of November 14, 2012, of the Wildomar Cemetery District was called to order by Chairman Benoit at 8:13 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

Trustee Roll Call showed the following Members in attendance: Chairman Benoit, Vice Chairman Walker, Trustees Cashman, Moore and Swanson. Members absent: None.

Staff in attendance: General Manager Oviedo, District Counsel Jex and Clerk of the Board Lee.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Trustee Moore, seconded by Vice Chairman Walker, to approve the agenda as presented.

MOTION carried, 5-0.

4.0 CONSENT CALENDAR

A MOTION was made by Trustee Moore, seconded by Vice Chairman Walker, to approve the Consent Calendar as presented.

MOTION carried, 5-0.

4.1 Minutes – September 12, 2012 Regular Meeting

Approved the Minutes as presented.

4.2 Minutes – October 10, 2012 Regular Meeting

Approved the Minutes as presented.

4.3 Warrant Register

Approved the following:

1. Warrant Register dated 10-04-12, in the amount of \$1,781.63;
2. Warrant Register dated 10-11-12, in the amount of \$416.30;
3. Warrant Register dated 10-08-12, in the amount of \$414.60;
4. Warrant Register dated 10-25-12, in the amount of \$104.38; &
5. Warrant Register dated 11-01-12, in the amount of \$110.66.

4.4 Treasurer's Report

Approved the Treasurer's Report for September, 2012.

5.0 PUBLIC HEARINGS

There were no items scheduled.

6.0 GENERAL BUSINESS

There were no items scheduled.

GENERAL MANAGER REPORT

There was no report.

CEMETERY DISTRICT COUNSEL REPORT

There was no report.

BOARD COMMUNICATIONS

There were no communications.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business, Chairman Benoit declared the meeting adjourned at 8:14 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
Clerk of the Board

Ben J. Benoit
Chairman

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.2
CONSENT CALENDAR
Meeting Date: December 12, 2012

TO: Chairman and Board of Trustees
FROM: Gary Nordquist, Assistant General Manager
SUBJECT: Warrant Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 11-08-12, in the amount of \$1,485.96;
2. Warrant Register dated 11-15-12, in the amount of \$557.92;
3. Warrant Register dated 11-21-12, in the amount of \$152.35; &
4. Warrant Register dated 11-29-12, in the amount of \$3,208.05;

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 2012-13 Budgets.

Submitted by:
Gary Nordquist
Assistant General Manager

Approved by:
Frank Oviedo
General Manager

ATTACHMENTS:

Warrant Register dated November 8, 2012
Warrant Register dated November 15 2012
Warrant Register dated November 21, 2012
Warrant Register dated November 29, 2012

vchlist
11/08/2012 6:20:25PM

Voucher List
City of Wildomar

Page: 1

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>
201715	11/8/2012	000022 EDISON	102712		CEM ELECTRICAL SRVCS 9/25/12-1	108.96
					Total :	108.96
201716	11/8/2012	000012 ELSINORE VALLEY MUNICIPAL, WATER	5745263		CEM WATER SERVICES 9/20/12-10/	1,196.34
					Total :	1,196.34
201717	11/8/2012	000020 VERIZON	101912		CEM VOICE/INTERNET 10/19/12-11/	180.66
					Total :	180.66
3 Vouchers for bank code : wf						Bank total : 1,485.96
3 Vouchers in this report						Total vouchers : 1,485.96

Page: 1

vchlist
11/15/2012 3:22:24PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201718	11/15/2012	000442 ARCO GASPRO PLUS	NP36261556		CEMETARY VEHICLE FUEL	161.48
					Total :	161.48
201719	11/15/2012	000367 CINTAS CORPORATION	055527673		STAFF UNIFORM MAINTENANCE	28.23
					Total :	28.23
201720	11/15/2012	000379 HOME DEPOT CREDIT SERVICES	101012		CEMETERY MAINTENANCE SUPPL	223.56
					Total :	223.56
201721	11/15/2012	000186 RIGHTWAY	716289		CEM RESTROOM MAINT 11/1/12-11/	76.15
					Total :	76.15
201722	11/15/2012	000390 TRIANGLE TERMITE & PEST, CONTROL, 4818			TERMITE/PEST CONTROL 11/6/12	50.00
					Total :	50.00
201723	11/15/2012	000368 WHITNEY'S DRINKING WATER	11712		CEMETERY DRINKING WATER	18.50
					Total :	18.50
6 Vouchers for bank code : wf						Bank total : 557.92
6 Vouchers in this report						Total vouchers : 557.92

Page: 1

vchlist
11/21/2012 1:22:58PM

Voucher List
City of Wildomar

Page: 1

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>	
201742	11/21/2012	000367 CINTAS CORPORATION	55530364		STAFF UNIFORM MAINTENANCE	28.23	
					Total :	28.23	
201743	11/21/2012	000011 CR&R INC.	261440		WASTE SERVICES 3YD COMM BIN	124.12	
					Total :	124.12	
2 Vouchers for bank code : wf						Bank total :	152.35
2 Vouchers in this report						Total vouchers :	152.35

Page: 1

vchllst
11/29/2012 1:23:31PM

Voucher List
City of Wildomar

Page: 1

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>
201754	11/29/2012	000477 CALIFORNIA ASSOC. OF PUBLIC, CEME	11356		CEM CORPORATE MEMBERSHIP D	60.00
					Total :	60.00
201755	11/29/2012	000028 CALPERS	837		CEM RETIREE PREM DEC 2012	278.57
					Total :	278.57
201756	11/29/2012	000367 CINTAS CORPORATION	55532982		STAFF UNIFORM MAINTENANCE	28.23
					Total :	28.23
201757	11/29/2012	000083 LSL CPAS	5686		2012 WILDOMAR CEM AUDIT- YEAF	2,835.00
					Total :	2,835.00
201758	11/29/2012	000368 WHITNEY'S DRINKING WATER	112012		CEMETERY DRINKING WATER	6.25
					Total :	6.25
5 Vouchers for bank code : wf						Bank total : 3,208.05
5 Vouchers in this report						Total vouchers : 3,208.05

Page: 1

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: December 12, 2012

TO: Chairman and the Board of Trustees
FROM: Gary Nordquist, Assistant General Manager
SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Treasurer's Report.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of October 2012.

FISCAL IMPACT:

None at this time.

Submitted by:
Gary Nordquist
Assistant General Manager

Approved by:
Frank Oviedo
General Manager

ATTACHMENTS:

Treasurer's Report

**CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
October 2012**

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	\$ 127,981.68	\$ 127,981.68	\$ 127,981.68	100.00%	0	0.000%
TOTAL	\$ 127,981.68	\$ 127,981.68	\$ 127,981.68	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	\$ 128,724.09	\$ 231.25	\$ (973.66)	\$ 127,981.68	0.000%
TOTAL	\$ 128,724.09	\$ 231.25	\$ (973.66)	\$ 127,981.68	

TOTAL INVESTMENT \$ 127,981.68

CASH HELD BY RIVERSIDE COUNTY

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
CEMETERY	RIVERSIDE COUNTY	\$ (39.97)	0.00%
DEF COMP	RIVERSIDE COUNTY	0.00	0.00%
ENDOWMENT	RIVERSIDE COUNTY	0.02	0.00%
TOTAL		\$ (39.95)	

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>RATE</u>
CEMETERY	RIVERSIDE COUNTY	\$ 603.70	\$ 0.00	\$ (643.67)	\$ (39.97)	0.000%
DEF COMP	RIVERSIDE COUNTY	0.00	0.00	0.00	0.00	
ENDOWMENT	RIVERSIDE COUNTY	65.62	0.00	(65.60)	0.02	0.000%
TOTAL		\$ 669.32	\$ 0.00	\$ (709.27)	\$ (39.95)	

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.

Misty V. Cheng
Controller

Date

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #6.1
GENERAL BUSINESS
Meeting Date: December 12, 2012

TO: Chairman and Board of Trustees
FROM: Debbie A. Lee, City Clerk
SUBJECT: Chairman and Vice Chairman Appointments for 2013

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees appoint a Chairman and Vice Chairman for 2013.

BACKGROUND:

Every December the City Council appoints a Mayor and Mayor Pro Tem for the following year. At the appointments last year it was directed by the Board of Trustees to appoint the Chairman and Vice Chairman at the same meeting that the City Council makes appointments. Therefore it would appropriate at this time to appoint the Chairman and Vice Chairman for the ensuing year. The term of the appointments will run the same as the City Council which is the calendar year, from January 1 through December 31 of 2013.

FISCAL IMPACTS:

None

Submitted by:
Debbie A. Lee, CMC
Clerk of the Board

Approved by:
Frank Oviedo
General Manager