

CITY OF WILDOMAR CITY COUNCIL
AND WILDOMAR CEMETERY DISTRICT AGENDA

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

DECEMBER 10, 2014
Council Chambers
23873 Clinton Keith Road



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

Gary Nordquist
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA DECEMBER 10, 2014

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

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

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

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

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

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

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

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(2) to confer with legal counsel with regard to one (1) matter of potential exposure to litigation.
2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matters of pending litigation:
 - A. Citizens for Quality Development v. City of Wildomar and Sunbelt Communities; RSC Case No. MCC 1300818
 - B. Alliance for Intelligent Planning v. City of Wildomar and CV Communities, LLC: RSC Lead Case No. MCC1400009 consolidated with RSC Case Numbers MCC1400546, RIC1400419 and MCC1400557
3. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:

Property: APN 366-070-012 (Jean Hayman Elementary School)

Agency negotiators: Gary Nordquist and Dan York

Negotiating parties: Lake Elsinore Unified School District

Under negotiation: Instruction regarding price and terms of payment.

RECONVENE INTO OPEN SESSION

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 4, 2014, General Municipal Election

RECOMMENDATION: That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014 - 60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 4, 2014, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

SPECIAL PRESENTATIONS

Swearing in of Council Members-Elect Marsha Swanson, Ben Benoit and Timothy Walker

REFRESHMENT BREAK

RECONVENE INTO OPEN SESSION

PRESENTATIONS

Recognition – Jim Heer

Eagle Scout Recognition - Adam Pereyra

Proclamation – Ashley Fox Freedom Swing

Proclamation – Fire Chief Steve Beach

Fire Department Update

PUBLIC COMMENTS

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

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

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

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

COUNCIL COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

1.0 CONSENT CALENDAR

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

1.1 Reading of Ordinances

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

1.2 Warrant & Payroll Registers

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

1. Warrant Register dated 11-06-2014 in the amount of \$176,261.85;
2. Warrant Register dated 11-06-2014 in the amount of \$3,600.00;
3. Warrant Register dated 11-13-2014 in the amount of \$74,849.67;
4. Warrant Register dated 11-17-2014 in the amount of \$5,244.00;
5. Warrant Register dated 11-20-2014 in the amount of \$612,630.42;
6. Warrant Register dated 11-25-2014 in the amount of \$474,457.80; &
7. Payroll Register dated 12-1-14 in the amount of \$65,842.08.

1.3 Treasurer's Report

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

1.4 Tracts 25122 & 32078 Annexation into CFD

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

RESOLUTION NO. 2014-____

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

1.5 Planning Commission Approval of Revised Tentative Parcel Map No. 36080 (PA No. 13-0060) – Wildomar Square

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

1.6 Consultant Services Agreement for Planning and Engineering Staff Augmentation Services

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to execute a Consultant Services Agreement with AEI-CASC Engineering for Planning and Engineering staff augmentation services.

1.7 CIP Budget Amendment

RECOMMENDATION: Staff recommends that the City Council:

1. Review and consider approval of the Fiscal Year 2014-15 CIP Budget Adjustment Report as listed; and
2. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING
AMENDMENTS TO THE FY 2014-15 CIP BUDGET

2.0 PUBLIC HEARINGS

2.1 Tentative Parcel Map No. 32257 & CUP No. 3403 – Minor Change and Amended Phasing Agreement (Canyon Plaza) - Planning Application No. 08-0179 (Continued from 11-12-14)

RECOMMENDATION: Staff recommends that the City Council take further public testimony and continue the hearing to the January 14, 2015 Council meeting.

2.2 Public Use Permit (PUP) No. 778, Amendment No. 5 - Planning Application No. 12-0194 – Cornerstone Community Church

RECOMMENDATION: The Planning Commission recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2014-_____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (SCH# 2013111005), INCLUDING ADOPTION OF FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM, FOR THE CORNERSTONE CHURCH PROJECT (PUBLIC USE PERMIT NO. 778/AMENDMENT NO. 5, PLANNING APPLICATION NO. 12-0194) CONSISTING OF A TWO-PHASE DEVELOPMENT PROJECT FOR THE CONSTRUCTION OF A 17,315 SQUARE-FOOT PRESCHOOL BUILDING, A 2,438 SQUARE-FOOT MAINTENANCE BUILDING, AND THREE (3) NEW PARKING LOT AREAS WITHIN PHASE 1, AND A 3-STORY, 23,024 SQUARE-FOOT ADMINISTRATION BUILDING WITHIN PHASE 2 LOCATED AT 34570 MONTE VISTA DRIVE (APN: 367-210-008, 018, 034, 035, 039, 041, 043, & 367-140-008)

2. Adopt a Resolution entitled:

RESOLUTION NO. 2014-_____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PUBLIC USE PERMIT NO. 778, AMENDMENT NO. 5, (PLANNING APPLICATION NO. 12-0194) FOR THE CORNERSTONE CHURCH PROJECT CONSISTING OF A TWO-PHASE DEVELOPMENT PROJECT FOR THE CONSTRUCTION OF A 17,315 SQUARE-FOOT PRESCHOOL BUILDING, A 2,438 SQUARE-FOOT MAINTENANCE BUILDING, AND THREE (3) NEW PARKING LOT AREAS WITHIN PHASE 1, AND A 3-STORY, 23,024 SQUARE-FOOT ADMINISTRATION BUILDING WITHIN PHASE 2, SUBJECT TO CONDITIONS, LOCATED AT 34570 MONTE VISTA DRIVE (APN: 367-210-008, 018, 034, 035, 039, 041, 043, & 367-140-008)

3.0 GENERAL BUSINESS

3.1 Parks Master Plan

RECOMMENDATION: Staff recommends that the City Council conduct a workshop to receive public input for the development of the City of Wildomar Parks Master Plan.

3.2 City Hall Facility Lease- Sixth Amendment

RECOMMENDATION: Staff recommends that the City Council:

1. Authorize the City Manager to Sign a Sixth Amendment to the City Hall Facility Lease consisting of Terms Approved by the Council and/or;
2. Authorize the City Manager to Negotiate Lease and/or Acquisition Terms with the Lake Elsinore Unified School District Management for the Jean Hayman School Facility.

3.3 Appointment of Mayor and Mayor Pro Tem for 2015

RECOMMENDATION: Staff recommends that the City Council appoint a Mayor and Mayor Pro Tem for 2015.

3.4 Committees, Commissions, and Boards Appointments for 2015

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

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE CITY COUNCIL

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

PUBLIC COMMENTS

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

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

4.0 CONSENT CALENDAR

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

4.1 Warrant Register

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

1. Warrant Register dated 11-06-2014, in the amount of \$404.65;
2. Warrant Register dated 11-13-2014, in the amount of \$1,079.37;
3. Warrant Register dated 11-20-2014, in the amount of \$1,624.87; &
4. Warrant Register dated 11-25-2014, in the amount of \$599.65.

4.2 Treasurer's Report

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

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There are no items scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

City Council/Wildomar Cemetery District Regular Meeting Schedule

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

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

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



Janet Morales, Deputy City Clerk

CITY OF WILDOMAR – COUNCIL
Agenda Item #A.1
SPECIAL ORDER OF BUSINESS
Meeting Date: December 10, 2014

TO: Mayor and City Council Members
FROM: Debbie A. Lee, City Clerk
SUBJECT: Certification of November 4, 2014 General Municipal Election

STAFF REPORT

RECOMMENDATION:

That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014 - 60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,
RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY,
NOVEMBER 4, 2014, DECLARING THE RESULT AND SUCH OTHER MATTERS AS
PROVIDED BY LAW

BACKGROUND:

The City of Wildomar consolidated the City's Third General Municipal Election with the County of Riverside. The election was held on Tuesday, November 4, 2014, for the purpose of electing three Council Members for a full term of four years.

The County of Riverside Registrar of Voters Office certified the election on November 21, 2014, and was received on December 1, 2014. The official results are:

Member of the City Council:

Marsha Swanson – 2885

Israel Leija - 1226

Ben Benoit – 3008

Gary Alan Andre - 1583

Timothy Walker - 3023

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.

ATTACHMENTS:

Resolution No. 2014 - _____

Certificate of Registrar of Voters (Official canvass)

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2014, 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 4, 2014, 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 2,182.

That the whole number of vote by mail voter ballots cast in the City was 3,406, making a total of 5,588 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:

Marsha Swanson
Israel Leija
Ben Benoit
Gary Alan Andre
Timothy Walker

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:

Marsha Swanson was elected as Member of the City Council for the full term of four years; and

Ben Benoit was elected as Member of the City Council for the full term of four years; and

Timothy Walker was elected as Member of the City Council for the full term of four years.

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 10th day of December, 2014.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk



REBECCA SPENCER
Registrar of Voters

2724 Gateway Drive
Riverside, CA 92507-0918
(951) 486-7200 • FAX (951) 486-7272
TTY (951) 697-8966
www.voteinfo.net

**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, **REBECCA SPENCER**, 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 4, 2014, as part of the Consolidated 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 at said election, in said City, and in each precinct therein, and that the totals as shown for each candidate are full, true, and correct.

Dated this 21st day of November 2014.





REBECCA SPENCER
Registrar of Voters

RIVERSIDE COUNTY Statement of Vote
CONSOLIDATED GENERAL ELECTION

100099	NO PARTY PREFERENCE MEMBER, CITY COUNCIL CITY OF WILDOMAR													
	Registration	Ballots Cast	Turnout (%)		MARSHA SWANSON	ISRAEL LEIJA	BEN BENOIT	GARY ALAN ANDRE	TIMOTHY WALKER					
14000 WILDOMAR	1860	297	15.97		151	69	153	69	152					
14000 - Vote by Mail Reporting	1860	360	19.35		191	94	198	103	198					
14007 WILDOMAR	1819	338	18.58		175	84	171	90	171					
14007 - Vote by Mail Reporting	1819	430	23.64		233	98	240	133	228					
14009 WILDOMAR	915	161	17.60		89	31	87	48	99					
14009 - Vote by Mail Reporting	915	243	26.56		138	38	121	61	138					
14012 WILDOMAR	1593	290	18.20		162	54	164	62	155					
14012 - Vote by Mail Reporting	1593	310	19.46		163	58	180	95	184					
14014 WILDOMAR	1990	348	17.49		161	92	179	109	176					
14014 - Vote by Mail Reporting	1990	500	25.13		266	108	266	154	283					
14016 WILDOMAR	62	0	0.00		0	0	0	0	0					
14016 - Vote by Mail Reporting	62	39	62.90		19	13	20	13	16					
14018 WILDOMAR	230	4	1.74											
14018 - Vote by Mail Reporting	230	72	31.30		32	29	33	20	31					
14019 WILDOMAR	423	8	1.89											
14019 - Vote by Mail Reporting	423	166	39.24		78	44	91	44	79					
14020 WILDOMAR	1930	251	13.01		124	41	142	61	141					
14020 - Vote by Mail Reporting	1930	442	22.90		226	103	258	131	247					
14026 WILDOMAR	1590	223	14.03		99	48	131	62	113					
14026 - Vote by Mail Reporting	1590	412	25.91		226	95	218	124	235					
14030 WILDOMAR	1977	282	13.25		116	45	126	74	124					
14030 - Vote by Mail Reporting	1977	432	21.85		233	81	229	107	249					
Precinct Totals	14389	2182	15.16		1080	465	1156	578	1137					
Vote by Mail Reporting Totals	14389	3406	23.67		1805	761	1852	985	1886					
Grand Totals	14389	5588	38.84		2885	1226	3008	1563	3023					
Riverside County	14389	5588	38.84		2885	1226	3008	1563	3023					
42nd Congressional District	14389	5588	38.84		2885	1226	3008	1563	3023					
28th Senatorial District	14389	5588	38.84		2885	1226	3008	1563	3023					
67th Assembly District	14389	5588	38.84		2885	1226	3008	1563	3023					
State Bd. of Equalization, Dist 4	14389	5588	38.84		2885	1226	3008	1563	3023					
1st Supervisorial District	14389	5588	38.84		2885	1226	3008	1563	3023					
City of Wildomar	14389	5588	38.84		2885	1226	3008	1563	3023					

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.2
CONSENT CALENDAR
Meeting Date: December 10, 2014

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

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated 11-06-2014 in the amount of \$176,261.85;
2. Warrant Register dated 11-06-2014 in the amount of \$3,600.00;
3. Warrant Register dated 11-13-2014 in the amount of \$74,849.67;
4. Warrant Register dated 11-17-2014 in the amount of \$5,244.00;
5. Warrant Register dated 11-20-2014 in the amount of \$612,630.42;
6. Warrant Register dated 11-25-2014 in the amount of \$474,457.80; &
7. Payroll Register dated 12-1-14 in the amount of \$65,842.08.

DISCUSSION:

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

FISCAL IMPACT:

These Warrant and Payroll Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2014-15 Budgets.

ATTACHMENTS:

Voucher List 11/06/14(2)
Voucher List 11/13/14(1)
Voucher List 11/17/14(1)
Voucher List 11/20/14(1)
Voucher List 11/25/14(1)
Payroll Register 12/01/14

Voucher List
City of Wildomar

11/06/2014 3:47:47PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204004	11/6/2014	000044 A&A JANITORIAL SERVICES	2175		OCTOBER 2014 PARKS JANITORIAL SERVICE	1,350.00
Total :						1,350.00
204005	11/6/2014	000660 ACCOUNTEMPS	41555195		WE 10/24/14 ACCTING CONTRACTUAL SVCS	700.00
Total :						700.00
204006	11/6/2014	000312 ADAME LANDSCAPE, INC.	58582		OCT 2014 MONTHLY LANDSCAPE MAINT CSA103/	125.00
			58738		9/12/14 REPLACE BATTERY OPERATED CONTROL	150.00
			58924		10/17/14 REPLACE SOLENOID & RAINBIRD DIA	246.74
Total :						521.74
204007	11/6/2014	000210 ALBERT A. WEBB ASSOCIATES	144315		SVC THROUGH 9/27/14 FY 14/15 CSA 22, 103	5,750.00
			144316		SVC THROUGH 9/27/14 FY 14/15 LMD89-1C	8,750.00
			144317		SVC THROUGH 9/27/14 FY 14/15 PARK PARCEL	3,500.00
			144318		SVC THROUGH 9/27/14 FY 14/15 CFD 2013-1	2,000.00
Total :						20,000.00
204008	11/6/2014	000554 AT & T	10/28/2014		P/E 10/28/14 TELEPHONE LONG DISTANCE	37.27
Total :						37.27
204009	11/6/2014	000008 AT&T MOBILITY	X010282014		9/21/14-10/20/14 COUNCIL MOBILE PHONE	111.48
Total :						111.48
204010	11/6/2014	000043 CHENG, MISTY	10/31/2014		OCT 2014 ACCOUNTING CONTRACTUAL SERVICE	3,097.50
Total :						3,097.50
204011	11/6/2014	000054 DEPARTMENT OF TRANSPORTATION	SL150228		JULY 2014 - SEPT 2014 SIGNALS & LIGHTING	1,022.72

Voucher List
City of Wildomar

11/06/2014 3:47:47PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204011	11/6/2014	000054	000054 DEPARTMENT OF TRANSPORTATIO	(Continued)		Total : 1,022.72
204012	11/6/2014	000197	GOVERNMENT FINANCE OFFICERS, AS: 181698		12/1/14-11/30/15 MEMBERSHIP - CITY MGR &	250.00
						Total : 250.00
204013	11/6/2014	000304	JOE A. GONSALVES & SON	24838	NOV 2014 CONTRACTUAL LEGISLATIVE ADVOCAC	3,000.00
						Total : 3,000.00
204014	11/6/2014	000084	MUNISERVICES, LLC	35353	2ND QTR 2014 STARS SVC SALS & USE TAX RE	408.75
						Total : 408.75
204015	11/6/2014	000018	ONTRAC	8071065	SHIPPING COSTS	67.69
						Total : 67.69
204016	11/6/2014	000042	PV MAINTENANCE, INC.	005-162 005-162A 005-162B 005-162C	SEPT 2014 CONTRACTUAL SERVICES MEASURE A ROAD SAFETY - POWER OUTAGE 9/3 9/16/14STORM DAMAGE - CLEAN UP SEPT 2014 MEASURE A ACCESS SCHOOL CROSSW	20,146.40 3,200.70 92,117.31 22,105.76
						Total : 137,570.17
204017	11/6/2014	000115	QUIGLEY, CYNTHIA	101614 110414	PERIOD 9/18/14-10/15/14 CONTRACTUAL SVCS PERIOD 10/16/14-10/29/14 CONTRACTUAL SVC	1,600.00 575.00
						Total : 2,175.00
204018	11/6/2014	000186	RIGHTWAY	56672	10/23/14-11/19/14 WINDSONG PARK	281.00
						Total : 281.00
204019	11/6/2014	000217	SITE CREATORS	1636	3RD QTR 2014 WEBSITE SUPPORT	1,265.00
						Total : 1,265.00
204020	11/6/2014	000215	THE PRESS-ENTERPRISE	9981402 9984301	PUBLIC NOTICE EIR 12-0194 PUBLIC NOTICE MND 08-0179 & 13-0093	136.80 122.40
						Total : 259.20

Voucher List
City of Wildomar

11/06/2014 3:47:47PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204021	11/6/2014	000020 VERIZON	102214		10/22/13-11/21/14 FIOS INTERNET CHARGES	175.00
Total :						175.00
204022	11/6/2014	000437 VERIZON WIRELESS	9734201985		10/23/14-11/22/14 DATA INTERNET CHARGES	83.34
Total :						83.34
204023	11/6/2014	000006 WELLS FARGO PAYMENT REMITTANCE,	100214		FIRE STATION EXPENSES	68.55
			100214		PAYPAL FOR ONLINE PERMIT SYSTEM	59.95
			100314		FIRE STATION EXPENSES	35.94
			100614		POSTAGE	22.59
			104920478		9/27/14-9/27/15 PARKS WEBSITE RENEWAL	299.00
			106		FIRE STATION EXPENSES	442.00
			10714		FRUIT & MUFFINS FOR ORAL PANEL-ASSISTANT	36.43
			1072014		OCTOBER 2014 -DATA PLAN -BEN BENOIT	30.08
			1072014		COFFEE FOR ORAL PANEL -ASSISTANT PLANNER	14.95
			184541		9/30/14 PLANNING STAFF MEETING	19.50
			185252		10/7/14 LUNCH FOR INTERVIEW PANEL FOR AS	62.00
			185379		10/8/14 MEETING WITH CITY ATTORNEY	28.40
			23		CITY COUNCIL MEETING SUPPLIES	124.20
			2540		PARKS DEPARTMENTAL SUPPLIES	87.00
			31008		REPLACEMENT FLAGS	207.70
			323752		GIANT RIBBON CUTTING SCISSORS	283.90
			428920001334		10/16/14 PLANNING STAFF MEETING	30.17
			470007		10/15/14 MEETING FOR CEMETERY/PARK MAINT	39.70
			5138		GASOLINE - LAWN EQUIPMENT	71.00
			731774705		OFFICE SUPPLIES	388.31
			732660724		NON-DEPARTMENTAL OFFICE SUPPLIES	60.16
			732697588		NON-DEPARTMENTAL SUPPLIES	11.49
			7625		VOICE RECORDER FOR PLANNING MEETINGS	68.89

Voucher List
City of Wildomar

11/06/2014 3:47:47PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204023	11/6/2014	000006	WELLS FARGO PAYMENT REMITTANCE, (Continued)			
			81240-001		FILE POCKETS -CITY CLERKS DEPARTMENT	40.71
			81667-001		BREAK ROOM SUPPLIES ; CALENDAR	66.69
			909479		FIRE STATION EXPENSES	138.00
			92014		SPECIAL EVENTS - PARKS SUPPLIES	6.96
			92214		FIRE STATION EXPENSE	34.44
			92314		12/03-12/04/14 AIR FAIR FOR MARSHA SWAN	178.70
			924		POSTAGE	14.21
			92414		NON-DEPARTMENTAL SUPPLIES	41.19
			92414A		NON-DEPARTMENTAL SUPPLIES	5.93
			92914		2014 LAKE ELSINORE STATE OF THE CITY -	503.00
			93014		FIRE STATION EXPENSES	28.70
			96770		PARK SUPPLIES	287.55
					Total :	3,837.99
204024	11/6/2014	000139	WILDOMAR CHAMBER OF COMMERCE	315	OCT 2014 CHAMBER MONTHLY BREAKFAST	48.00
					Total :	48.00
21 Vouchers for bank code : wf						Bank total : 176,261.85
21 Vouchers in this report						Total vouchers : 176,261.85

11/06/2014 5:04:12PM

Voucher List
City of Wildomar

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204025	11/6/2014	000661 JOHNSON, ROCHELLE	11/6/14		OCT 27-NOV7, 2014 ACCOUNTING CONTRACTUAL	3,600.00

Total : 3,600.00

Bank total : 3,600.00

Total vouchers : 3,600.00

1 Vouchers for bank code : wf

1 Vouchers in this report

Voucher List
City of Wildomar

11/13/2014 3:24:39PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204027	11/13/2014	000660 ACCOUNTEMPS	41607417		WE 10/31/14 ACCTING CONTRACTUAL SERVICES	739.38
Total :						739.38
204028	11/13/2014	000007 ANIMAL FRIENDS OF THE VALLEY,, INC. SEPT'14			ANIMAL CONTROL SERVICE SEPT 2014	5,600.00
Total :						5,600.00
204029	11/13/2014	000600 APPLIED PLANNING INC	014-0140		WAL-MART EIR - OCT 2014	11,245.15
Total :						11,245.15
204030	11/13/2014	000655 BIDWELL, DAN	111314		8/20/14, 10/1/14 & 11/15/14 PLANNING COM	225.00
Total :						225.00
204031	11/13/2014	000389 BRIAN'S LIVE BEE REMOVAL, SERVICE	1114-317		11/4/14 BEE REMOVAL SVC & FOLLOW UP @ MA	325.00
Total :						325.00
204032	11/13/2014	000617 BROWN, GARY D	111314		8/20/14 & 11/15/14 PLANNING COMMISSION M	150.00
Total :						150.00
204033	11/13/2014	000011 CR&R INC.	275802		OCT 2014 DUMP 40 YD BOX & DISPOSAL FEE	1,511.88
			275845		NOV 2014 - 4 YD BOX - LITTLE LEAGUE FIEL	143.59
Total :						1,655.47
204034	11/13/2014	000036 DATAQUICK	B1-2348940		OCT 2014 CODE ENFORCEMENT SOFTWARE	150.00
Total :						150.00
204035	11/13/2014	000022 EDISON	102214		8/13/14-10/17/14 ZONE ELECTRICAL	974.06
			102914A		ELEC 9/26/14-10/28/14 LITTLE LEAGUE FIEL	42.87
			102914B		ELEC 9/26/14-10/28/14 21400 PALOMAR ST	122.16
			110414A		ELEC 9/1/14-10/1/14 CSA 103 PALOMAR	41.19
			110414B		ELEC 10/1/14-11/1/14 CITY LAMPS	95.24

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204035	11/13/2014	000022 EDISON	(Continued)			
			110614A		ELEC 10/1/14-11/1/14 WILDOMAR CITY LAMPS	203.97
			110614B		ELEC 10/1/14-11/1/14 WILDOMAR CITY LAMPS	75.34
			110614C		ELEC 10/1/14-11/1/14 CSA 22	3,112.48
			110614D		ELEC 9/12/14-11/1/14 CSA 103	13,746.47
					Total :	18,413.78
204036	11/13/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER	7006749		9/12/14-10/13/14 WATER ZONE 3 LOC 25 M2	333.59
			7006750		9/12/14-10/13/14 WATER ZONE 3 LOC 25 M1	642.65
			7006751		9/12/14-10/13/14 WATER ZONE 3 LOC 24 M1	945.95
			7013413		9/15/14-10/15/14 WATER ZONE 42 LOC 01 M1	287.69
			7013414		9/15/14-10/15/14 WATER ZONE 42 LOC 03 M3	116.33
			7013415		9/15/14-10/15/14 WATER ZONE 42 LOC 02 M2	183.65
			7016754		9/17/14-10/17/14 WATER ZONE 3 LOC 23 M1	225.56
			7016755		9/17/14-10/17/14 WATER ZONE 30 LOC 2	76.42
			7016756		9/17/14-10/17/14 WATER ZONE 3 LOC 49 M1	120.68
			7016757		9/17/14-10/17/14 WATER ZONE 51 LOC 1	90.34
			7016758		9/17/14-10/17/14 WATER LITTLE LEAGUE FIE	333.48
			7016759		9/17/14-10/17/14 WATER WINDSONG PARK	622.93
			7016760		9/17/14-10/17/14 WATER ZONE 3 LOC 29 M1	735.96
			7016761		9/17/14-10/17/14 WATER ZONE 3 LOC 29 M2	144.59
			7016762		9/17/14-10/17/14 WATER ZONE 30 LOC 1	152.31
			7016763		9/17/14-10/17/14 WATER ZONE 3 LOC 42 & 4	156.31
			7016764		9/17/14-10/17/14 WATER 22450 1/2 CERVERA	116.24

Voucher List
City of Wildomar

11/13/2014 3:24:39PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204036	11/13/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER	(Continued) 7016765		9/17/14-10/17/14 WATER 22450	330.46
			7023305		CERVERA 9/19/14-10/20/14 WATER ZONE 3 LOC 35 M1	118.56
					Total :	5,733.70
204037	11/13/2014	000642 ENVIRONMENTAL SCIENCE ASSOC	110778		PROFESSIONAL SVCS FOR WILDOMAR WESTPARK	8,127.50
					Total :	8,127.50
204038	11/13/2014	000499 INLAND EMPIRE LANDSCAPE INC	7650		OCT 2014 LANDSCAPE MAINTENANCE	8,971.63
					Total :	8,971.63
204039	11/13/2014	000744 KHARSA HOLDINGS INC DBA ITAN	92514		REFUND OF UNUSED DEPOSIT FUNDS	2,001.18
					Total :	2,001.18
204040	11/13/2014	000513 LAKE ELSINORE UNIFIED SCHOOL D	2015/232		REPLACEMENT LOCK FOR GATE AT RONALD REAG	6.10
					Total :	6.10
204041	11/13/2014	000222 LANGWORTHY, VERONICA	111314		8/20/14, 10/1/14 & 11/15/14 PLANNING COM	225.00
					Total :	225.00
204042	11/13/2014	000147 MARATHON REPROGRAPHICS	87434 87514 87873 88049		WILDOMAR MDP CIP023 PARK EXHIBITS WILDOMAR MDP CIP023 WILDOMAR MDP CIP023	254.55 340.20 3,588.62 107.48
					Total :	4,290.85
204043	11/13/2014	000641 MOORE FENCE COMPANY INC	14-0779		REMOVAL OF FENCE @ WINDSONG PARK (BALANC	2,582.70
					Total :	2,582.70
204044	11/13/2014	000510 OCHOA'S BACKFLOW SYSTEMS	9747		3-BACKFLOW CERTS-EVMWD JURISDICTION (GRA	120.00
					Total :	120.00
204045	11/13/2014	000677 OLDCASTLE PRECAST INC	500005339		ZONE 59 - CATCH BASN INSERT MAINTENANCE	235.00

Voucher List
City of Wildomar

11/13/2014 3:24:39PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204045	11/13/2014	000677 OLDCASTLE PRECAST INC	(Continued) 500005341		ZONE 62 - CATCH BASN INSERT MAINTENANCE	564.00
			500005460		ZONE 52 - CATCH BASN INSERT MAINTENANCE	1,222.00
					Total :	2,021.00
204046	11/13/2014	000018 ONTRAC	8077651		SHIPPING COSTS	25.13
					Total :	25.13
204047	11/13/2014	000026 PROTECTION RESCUE SECURITY, SER	14-305-T		10/1/14-10/31/14 PARKS SECURITY SERVICES	675.00
			14-305-T2		10/31/14 SECURITY SERVICE @ WINDSON PARK	93.75
					Total :	768.75
204048	11/13/2014	000745 RICKERL, MARK	100114		REFUND OF UNUSED DEPOSIT FUNDS	169.46
					Total :	169.46
204049	11/13/2014	000223 SMITH, STAN	111314		8/20/14, 10/1/14 & 11/15/14 PLANNING COM	225.00
					Total :	225.00
204050	11/13/2014	000539 SWANN, BOBBY	111314		8/20/14, 10/1/14 & 11/15/14 PLANNING COM	225.00
					Total :	225.00
204051	11/13/2014	000020 VERIZON	110114A		11/1/14-11/30/14 OFFICE TELEPHONE CHARGE	367.67
			110114B		11/1/14-11/30/14 TELEPHONE CHARGES	46.58
					Total :	414.25
204052	11/13/2014	000626 WHITAKER INVESTMENT CORP	111214		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	438.64
					Total :	438.64
26 Vouchers for bank code : wf						Bank total : 74,849.67
26 Vouchers in this report						Total vouchers : 74,849.67

Voucher List
City of Wildomar

11/13/2014 3:24:39PM

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>
----------------	-------------	---------------	----------------	-------------	----------------------------	---------------

Voucher List
City of Wildomar

11/17/2014 4:38:26PM

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>
204053	11/17/2014	000746 DASH CONSTRUCTION COMPANY INC	111314		PROG PYMT #1 GEORGE AVE SIDEWALK INFILL	5,244.00
					Total :	5,244.00
					Bank total :	5,244.00
					Total vouchers :	5,244.00

1 Vouchers for bank code : wf

1 Vouchers in this report

Voucher List
City of Wildomar

11/20/2014 6:08:17PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204059	11/20/2014	000660 ACCOUNTEMP	41698416		WE 11/07/14 ACCTING CONTRACTUAL SVCS	700.00
					Total :	700.00
204060	11/20/2014	000493 COAST RECREATION, INC.	10147		PARKS LANDSCAPE STRUCTURES	1,454.21
					Total :	1,454.21
204061	11/20/2014	000684 COMMON GROUND ELECTRICAL TECH	14-30	0000127	INSTALL (3) POLE LIGHTS AT WINDSONG	1,661.32
					Total :	1,661.32
204062	11/20/2014	000068 COUNTY OF RIVERSIDE, FIRE DEPARTM	232065		7/1/14-9/30/14 FIRE PROTECTION SERVICES	496,743.41
					Total :	496,743.41
204063	11/20/2014	000027 DIRECT TV	24467488031		11/12/14-12/11/14 CABLE SERVICES - CITY	105.98
					Total :	105.98
204064	11/20/2014	000022 EDISON	110714		10/1/14-11/1/14 ELECTRIC CSA 142	1,994.05
					Total :	1,994.05
204065	11/20/2014	000024 GUARDIAN	111314		DEC 2014 DENTAL & VISION BENEFITS	1,675.81
					Total :	1,675.81
204066	11/20/2014	000072 INTERWEST CONSULTING GROUP	19674		OCT 2014 PROFESSIONAL SERVICES	46,777.60
					Total :	46,777.60
204067	11/20/2014	000661 JOHNSON, ROCHELLE	11/20/2014		NOV 8-NOV 20, 2014 ACCOUNTING CONTRACTUA	3,600.00
					Total :	3,600.00
204068	11/20/2014	000070 LAKE ELSINORE AND SAN JACINTO, WA	8690		FY 14/15 TMDL TASK FORCE CONTRIBUTIONS	19,528.00
					Total :	19,528.00
204069	11/20/2014	000748 LSA ASSOCIATES, INC.	133461		PROF SVC FOR GROVE PARK MIXED USE EIR TH	11,151.25
					Total :	11,151.25
204070	11/20/2014	000147 MARATHON REPROGRAPHICS	88342		CITY HALL	21.71

Voucher List
City of Wildomar

11/20/2014 6:08:17PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
204070	11/20/2014	000147 MARATHON REPROGRAPHICS	(Continued) 88425		CITY HALL	80.03	
						Total :	101.74
204071	11/20/2014	000714 MCKAY, DALE	111314		REFUND OF CANCELLED PARK FACILITY LIGHTI	30.00	
						Total :	30.00
204072	11/20/2014	000185 PITNEY BOWES	100614		POSTAGE METER 10/06/14	500.00	
						Total :	500.00
204073	11/20/2014	000185 PITNEY BOWES	583143		POSTAGE METER RENTAL 12/16/14-3/15/15	97.20	
						Total :	97.20
204074	11/20/2014	000242 SWRCB	WD-0103557		7/1/14-6/30/15 ANNUAL PERMIT FEE	14,566.00	
						Total :	14,566.00
204075	11/20/2014	000749 VANTAGEPOINT TRANSFER AGENTS, 3C 112014			ICMA-RC REMITTANCE FOR DAN YORK & MATT B	11,900.06	
						Total :	11,900.06
204076	11/20/2014	000020 VERIZON	110714		11/7/14-12/6/14 TELEPHONE CHARGES	43.79	
						Total :	43.79
18 Vouchers for bank code : wf						Bank total :	612,630.42
18 Vouchers in this report						Total vouchers :	612,630.42

Voucher List
City of Wildomar

11/25/2014 5:25:58PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204078	11/25/2014	000660 ACCOUNTEMPS	417257		WE 11/14/14 ACCTING CONTRACTUAL SVCS	700.00
Total :						700.00
204079	11/25/2014	000312 ADAME LANDSCAPE, INC.	59065		10/31/14 REPLACE RAINBIRD VALVE	115.36
			59128		NOV 2014 MTHLY LANDSCAPE MAINT CSA103/CE	125.00
			59297		11/7/14 REPLACE RAINBIRD VALVE & REPLACE	184.36
Total :						424.72
204080	11/25/2014	000031 AFLAC, REMITTANCE PROCESSING, CE	447877		DEC 2014 MEDICAL INSURANCE BENEFITS -	974.67
Total :						974.67
204081	11/25/2014	000008 AT&T MOBILITY	X11202014		11/13/14-12/12/14 COUNCIL MOBILE PHONE	79.65
Total :						79.65
204082	11/25/2014	000035 COUNTY OF RIVERSIDE, TLMA	TL0000011070		OCT 2014 SLF COSTS FY 15	568.38
Total :						568.38
204083	11/25/2014	000002 CRYSTAL CLEAN MAINTENANCE	1103C		NOV 2014 JANITORIAL SERVICES - CITY HALL	698.00
Total :						698.00
204084	11/25/2014	000746 DASH CONSTRUCTION COMPANY INC	112514		GEORGE AVE SIDEWALK INFILL PROJ CIP0029	37,378.80
Total :						37,378.80
204085	11/25/2014	000037 DATA TICKET, INC.	57671		OCT 2014 DAILY CITATION PROCESSING	150.00
			57728		OCT 2014 CODE ENF CITATION PROCESSING	314.00
Total :						464.00
204086	11/25/2014	000022 EDISON	111514		10/15/14-11/13/14 ELECTRIC	5,504.40
			111814		10/17/14-11/17/14 ELECTRIC WILDOMAR 3116	15.07
			112014		9/29/14-11/17/14 ZONE ELECTRICAL	954.13

Voucher List
City of Wildomar

11/25/2014 5:25:58PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204086	11/25/2014	000022	000022 EDISON		(Continued)	Total : 6,473.60
204087	11/25/2014	000012	ELSINORE VALLEY MUNICIPAL, WATER		10/08/14-11/07/14 WATER - ZONE 52 LOC 1	58.67
					10/08/14-11/07/14 WATER - ZONE 29 LOC 2	35.23
					10/08/14-11/07/14 WATER - ZONE 29 LOC 2	95.85
					10/08/14-11/07/14 WATER - MARNA O'BRIEN	3,899.04
					10/10/14-11/10/14 WATER - ZONE 3 LOC 7 M	117.24
					10/10/14-11/10/14 WATER - HERITAGE PARK	300.01
					10/13/14-11/12/14 WATER - ZONE 3 LOC 25	289.07
					10/13/14-11/12/14 WATER - ZONE 3 LOC 25	482.00
					10/13/14-11/12/14 WATER - ZONE 3 LOC 24	926.93
					Total :	6,204.04
204088	11/25/2014	000685	GREAT AMERICA FINANCIAL SERVIC	16148027	2- CANON COPIER SYSTEMS	405.01
					Total :	405.01
204089	11/25/2014	000016	INNOVATIVE DOCUMENT SOLUTIONS	148797	10/1/14-10/31/14 CONTRACT COPIER SVC MAI	510.92
					Total :	510.92
204090	11/25/2014	000072	INTERWEST CONSULTING GROUP	19623	OCT 2014 PROFESSIONAL SERVICES	156,006.28
					Total :	156,006.28
204091	11/25/2014	000072	INTERWEST CONSULTING GROUP	19039	AUG 2014 PROFESSIONAL SERVICES	129,782.39
					Total :	129,782.39
204092	11/25/2014	000113	LEAGUE OF CALIFORNIA CITIES	1668	9/5/14 RIV CNTY DIV MEETING - BENOIT/SWA	50.00
					Total :	50.00
204093	11/25/2014	000748	LSA ASSOCIATES, INC.	133641	PROF SVC FRO WILDOMAR BAXTER VILLAGE EIR	10,178.75

Voucher List
City of Wildomar

11/25/2014 5:25:58PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204093	11/25/2014	000748	000748 LSA ASSOCIATES, INC.		(Continued)	Total : 10,178.75
204094	11/25/2014	000048	MURRIETA LOCK AND SAFE, INC.	6749	REPLACE BROKEN LOCK - COUNCIL CHAMBERS	113.99
						Total : 113.99
204095	11/25/2014	000042	PV MAINTENANCE, INC.	005-163 005-163A 005-163B 005-163C 005-163D	OCT 2014 CONTRACTUAL SERVICES MEASURE A ROAD SAFETY - MOTORCYCLE COLLI SPECIAL PROJECT - HOSPITAL SIGNAGE OCT 2014 MEAS A ROAD SAFETY - SPEED HUMP 9/16/14 STORM RELATED TREE REMOVAL	60,573.70 1,383.28 2,150.24 6,325.58 3,260.25
						Total : 73,693.05
204096	11/25/2014	000650	RBF CONSULTING, A BAKER COMP	887130	FY 13/14 5/5/14-6/1/14 PROFESSIONAL SER	2,393.09
						Total : 2,393.09
204097	11/25/2014	000751	SANFORD, FAY G	111314	DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,291.11
						Total : 1,291.11
204098	11/25/2014	000529	SIEMENS INDUSTRY, INC	5610002204 5620002541	OCT 2014 TRAFFIC SIGNAL MAINTENANCE OCT 2014 TRAFFIC SIGNAL RESPONSE CALL OU	1,576.40 1,237.76
						Total : 2,814.16
204099	11/25/2014	000435	STRATA OAK, LLC C/O STRATA, EQUITY	120114	DEC 2014 CITY HALL MONTHLY LEASE	9,728.59
						Total : 9,728.59
204100	11/25/2014	000215	THE PRESS-ENTERPRISE	9987359 9987364	PUBLIC NOTICE - PLOT PLAN APP PUBLIC NOTICE - PLOT PLAN APP	112.80 110.40
						Total : 223.20
204101	11/25/2014	000064	TYLER TECHNOLOGIES	045-122337 045-122339 045-122838	REQUEST FOR SUPPORT WEB 1/1/15-12/31/15 ANNUAL SUPPORT REQUEST FOR SUPPORT WEB	300.00 16,806.05 1,800.00

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204101	11/25/2014	000064	000064 TYLER TECHNOLOGIES		(Continued)	Total : 18,906.05
204102	11/25/2014	000558	URS CORPORATION	6060184	10/04/14-10/31/14 PALOMAR STREET WIDENIN	11,719.56
				6060185	10/04/14-10/31/14 CLINTON KEITH RD PS &	2,675.79
					Total :	14,395.35
25 Vouchers for bank code : wf						Bank total : 474,457.80
25 Vouchers in this report						Total vouchers : 474,457.80

City of Wildomar
Payroll Warrant Register
12/1/2014

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
11/6/2014	Payroll People	10/18/2014-10/31/2014	23,256.61
11/6/2014	Payroll People	10/18/2014-10/31/2014	6,984.05
11/20/2014	Payroll People	11/01/2014-11/14/2014	26,604.85
11/20/2014	Payroll People	11/01/2014-11/14/2014	7,728.94
12/1/2012	Payroll People	11/01/2014-11/30/2014	1,267.63
		TOTAL	<u>65,842.08</u>

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.3
CONSENT CALENDAR
Meeting Date: December 10, 2014

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

STAFF REPORT

RECOMMENDATION:

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

DISCUSSION:

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

FISCAL IMPACT:

None.

ATTACHMENTS:

Treasurer's Report
Daily Cash Balance

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

CITY CASH

FUND	ACCOUNT	INSTITUTION	BALANCE	RATE
All	All	WELLS FARGO	\$ 5,665,195.87	0.00%
		TOTAL	\$ 5,665,195.87	

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	\$ 5,713,803.51	\$ 857,007.69	\$ (905,615.33)	\$ 5,665,195.87	0.000%
		TOTAL	\$ 5,713,803.51	\$ 857,007.69	\$ (905,615.33)	\$ 5,665,195.87	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	\$ 1,546,827.66	\$ 1,546,827.66	\$ 1,546,827.66	100.00%	0	0.261%
	TOTAL	\$ 1,546,827.66	\$ 1,546,827.66	\$ 1,546,827.66	100.00%		

CITY - TOTAL CASH AND INVESTMENT \$ 7,212,023.53

CITY INVESTMENT

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	\$ 1,545,885.74	\$ 941.92	\$ 0.00	\$ 1,546,827.66	0.261%
	TOTAL	\$ 1,545,885.74	\$ 941.92	\$ 0.00	\$ 1,546,827.66	

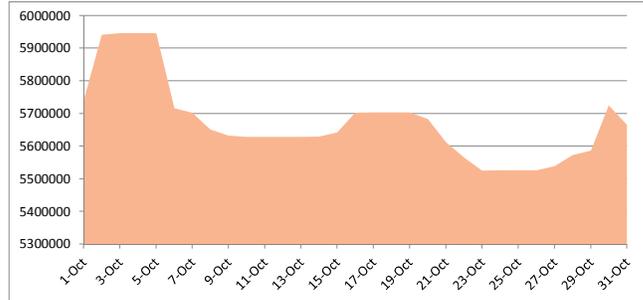
In compliance with the California Code Section 53646, as the Director of Finance/
City Treasurer of the City of Wildomar, I hereby certify that sufficient investment liquidity
and anticipated revenues are available to meet the City's expenditure
requirements for the next six months and that all investments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

12/1/2014

Terry Rhodes
Accounting Manager

Date

October 2014
Daily Cash Balance
All Funds Checking Only
Pool Report Balance



Fiscal Year	Ending Balance	Monthly Net Activity
Jan-12	\$ 3,459,306	\$ -
Feb-12	\$ 2,106,711	\$ (1,352,595)
Mar-12	\$ 2,102,433	\$ (4,278)
Apr-12	\$ 3,052,012	\$ 949,579
May-12	\$ 5,602,180	\$ 2,550,168
Jun-12	\$ 4,566,993	\$ (1,035,187)
Jul-12	\$ 4,200,028	\$ (366,965)
Aug-12	\$ 4,109,986	\$ (90,042)
Sep-12	\$ 4,225,751	\$ 115,765
Oct-12	\$ 3,856,256	\$ (369,495)
Nov-12	\$ 3,865,806	\$ 9,550
Dec-12	\$ 8,485,880	\$ 4,620,074
Jan-13	\$ 8,278,187	\$ (207,693)
Feb-13	\$ 6,821,316	\$ (1,456,871)
Mar-13	\$ 7,216,637	\$ 395,321
Apr-13	\$ 5,933,768	\$ (1,282,869)
May-13	\$ 5,673,657	\$ (260,111)
Jun-13	\$ 5,614,248	\$ (59,409)
Jul-13	\$ 5,493,587	\$ (120,661)
Aug-13	\$ 5,642,783	\$ 149,196
Sep-13	\$ 4,710,822	\$ (931,961)
Oct-13	\$ 4,692,739	\$ (18,083)
Nov-13	\$ 4,305,088	\$ (387,651)
Dec-13	\$ 5,067,625	\$ 762,537
Jan-14	\$ 5,588,299	\$ 520,674
Feb-14	\$ 5,271,391	\$ (316,908)
Mar-14	\$ 5,090,903	\$ (180,488)
Apr-14	\$ 6,601,410	\$ 1,510,507
May-14	\$ 7,037,032	\$ 435,622
Jun-14	\$ 6,751,858	\$ (285,174)
Jul-14	\$ 6,551,445	\$ (200,413)
Aug-14	\$ 5,771,075	\$ (780,370)
Sep-14	\$ 5,713,804	\$ (57,271)
Oct-14	\$ 5,665,196	\$ (48,608)

Date	Ending Balance In Whole \$	Net Change from Prior Day
1-Oct	\$ 5,740,223	\$ -
2-Oct	\$ 5,941,055	\$ 200,832
3-Oct	\$ 5,946,136	\$ 5,081
4-Oct	\$ 5,946,136	\$ -
5-Oct	\$ 5,946,136	\$ -
6-Oct	\$ 5,715,611	\$ (230,525)
7-Oct	\$ 5,702,741	\$ (12,870)
8-Oct	\$ 5,650,986	\$ (51,755)
9-Oct	\$ 5,631,881	\$ (19,105)
10-Oct	\$ 5,628,265	\$ (3,616)
11-Oct	\$ 5,628,265	\$ -
12-Oct	\$ 5,628,265	\$ -
13-Oct	\$ 5,628,265	\$ -
14-Oct	\$ 5,629,025	\$ 760
15-Oct	\$ 5,641,853	\$ 12,828
16-Oct	\$ 5,702,635	\$ 60,782
17-Oct	\$ 5,703,061	\$ 426
18-Oct	\$ 5,703,061	\$ -
19-Oct	\$ 5,703,061	\$ -
20-Oct	\$ 5,682,770	\$ (20,291)
21-Oct	\$ 5,611,463	\$ (71,307)
22-Oct	\$ 5,565,371	\$ (46,092)
23-Oct	\$ 5,525,262	\$ (40,109)
24-Oct	\$ 5,526,145	\$ 883
25-Oct	\$ 5,526,145	\$ -
26-Oct	\$ 5,526,145	\$ -
27-Oct	\$ 5,538,531	\$ 12,386
28-Oct	\$ 5,572,412	\$ 33,881
29-Oct	\$ 5,586,817	\$ 14,405
30-Oct	\$ 5,725,180	\$ 138,363
31-Oct	\$ 5,665,196	\$ (59,984)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item # 1.4
CONSENT CALENDAR
Meeting Date: December 10, 2014

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Annexation No. 1 into Community Facilities District No. 2013-1 (Services) for CV Communities (Tract 25122 and 32078)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014-_____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR DECLARING ITS INTENTION TO ANNEX
TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2013-1
(SERVICES), ADOPTING A MAP OF THE AREA PROPOSED TO
BE ANNEXED (ANNEXATION NO. 1) AND AUTHORIZING THE
LEVY OF SPECIAL TAXES THEREIN

BACKGROUND:

On December 11, 2013 the City Council approved Resolution No. 2013-48 establishing Community Facilities District No. 2013-1 (Services) of the City of Wildomar (the "CFD No. 2013-1" or "District") for the purpose of levying special taxes on parcels of taxable property for the purpose of providing certain services which are necessary to meet increased demands placed upon the City.

The developer, CV Communities LLC, property owner of two residential tracts within the City (TR 25122 and TR 32078) has requested that the City assist them in annexing territory into CFD 2013-1 (Services) to cover the costs associated with the maintenance of public improvements and for providing public safety services. The improvements proposed to be maintained include items such as landscaping and lighting, water quality improvements, graffiti, street sweeping, and trails and park maintenance.

In addition to maintaining public improvements the CFD will include a special tax to provide for financing of certain public services to meet increased demands of police and fire protection services as a result of the new developments.

The landowner has requested that the area described in Exhibit C of the Resolution of Intention annexed into CFD No. 2013-1 and that a rate and method of apportionment of the special taxes to be levied therein be established.

The original area proposed within Annexation No. 1 will encompass 154 residential units in two tracts, with a maximum annual tax of \$590.00 per unit, per year. Both tracts proposed to be annexed into CFD No. 2013-1 will be included in Tax Zone 3 consisting of Tract No. 25122 (99 lots) and Tract 32078 (55 lots). The proposed total maximum tax rate for Tax Zone 3 is \$590 per unit per year. This tax rate includes a Maximum Special Tax A of \$346 per unit per year for maintenance services of public facilities, and Maximum Special Tax B of \$244 per unit per year for safety services. Both of these tax rates are proposed to escalate each year at the greater of Consumer Price Index (CPI) or 2% for Special Tax A or 5% for Special Tax B. CV Communities have agreed to the annexation into the CFD and submitted an amended "Consent and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act in 1982, requesting the annexation of property to CFD No. 2013-1 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election.

The next step to annex the property to CFD No. 2013-1 is to publish a notification of the proposed district along with the "Resolution of Intention" and Boundary Maps of the proposed Annexation area. A public hearing on the matter will take place on January 14, 2015, and at that time the Council will formally consider approval of Annexation No. 1.

FISCAL IMPACT

On March 1 of each year, every residential building for which a building permit has been issued will be subject to the special taxes in the ensuing Fiscal Year. If the anticipated costs of maintaining the facilities in any given Fiscal Year, prior to buildout of the project, exceeds the special tax revenues available from parcels for which building permits have been issued, then the special tax may also be on property with recorded final subdivision maps, as well as other undeveloped property. The special tax levied to pay for safety services will only be applied to those properties for which a building permit has been issued as of March 1 preceding the Fiscal Year being levied.

ALTERNATIVES:

1. Not adopt the resolution or authorize the levy of special taxes.
2. Provide staff with further direction.

Attachments:

- 1) Resolution of Intention 2014-_____
- a) Description of Territory
- b) Description of Authorized Services
- c) Rate and Method of Apportionment
- d) Annexation Boundary Map
- e) Signed Petition, Waiver and Consent for Annexation
- f) Notice of Public Hearing
- g) Sample Ballot

Submitted by:

Approved by:

Dan York
Assistant City Manager

Gary Nordquist
City Manager

RESOLUTION NO. _____

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

WHEREAS, on December 11, 2013, the City Council (the "City Council") of the City of Wildomar (the "City") approved Resolution No. 2013-48 establishing Community Facilities District No. 2013-1 (Services) of the City of Wildomar, County of Riverside, State of California (the "CFD No. 2013-1") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City; and

WHEREAS, the City Council has received a written instrument from the landowner of Tentative Tract Maps 25122 and 32078 requesting the City initiate and conduct proceedings pursuant to the Act, to annex its property into CFD 2013-1 and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election; and

WHEREAS, the City Council has been advised that the landowner requested that the area described in Exhibit D be annexed territory to the boundaries of CFD No. 2013-1, that a rate and method of apportionment of the special tax to be levied therein be established.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING EX OFFICIO AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT 2013-1 (SERVICES) OF THE CITY OF WILDOMAR, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Intent to Annex. The City Council hereby declares that it proposes and intends to conduct proceedings pursuant to Article 3.5 of the Mello-Roos Community Facilities Act of 1982 (the "Act") for the annexation to CFD 2013-1 (Services) of the territory described in Exhibit A attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

Section 2. Name of the Community Facilities District. The name of the existing community facilities district is known as "Community Facilities District No. 2013-1 (Services)."

Section 3. Description of Territory Proposed to be Annexed, Annexation Map. The territory proposed to be annexed are included within the boundaries within which property may annex to CFD No. 2013-1 and are more particularly described and shown on that certain map entitled "Boundaries – Potential Annexation Area Community Facilities District No. 2013-1 (Services) of the City of Wildomar, County of Riverside, State of California," as recorded on February 18, 2014 in Book 76 of Maps of Assessment and Community Facilities District, Pages 65-67, and as Instrument No. 2014-0062325 in the official records of the County of Riverside. The territory proposed to be annexed to the CFD No. 2013-1 is described in Exhibit B attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Annexation Map No. 1, Community Facilities District No. 2013-1 (Services), City of Wildomar, County of Riverside, State of California," which is on file with the City Clerk (the "Annexation Map") and attached hereto as Exhibit D.

Section 4. Description of Authorized Services. The services proposed to be financed by CFD No. 2013-1 (the "Services") are described in Exhibit B attached hereto. The cost of providing the Services includes "incidental expenses," which include costs associated with the creation of CFD No. 2013-1, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2013-1. The Services authorized to be

financed by CFD No. 2013-1 are in addition to those currently provided in the territory of CFD No. 2013-1 and do not supplant services already available within that territory.

Section 5. Levy of Special Taxes. Except where funds are otherwise available, a special tax sufficient to pay the costs of the Services (including incidental expenses), secured by recordation of a continuing lien against all nonexempt real property in CFD No. 2013-1, will be levied annually within CFD No. 2013-1. The rate and method of apportionment, and manner of collection of the special tax are specified in Exhibit C.

Section 6. Adoption of Annexation Map. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map as the map of the area proposed to be annexed to the CFD No. 2013-1. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation map in his office and shall file a copy of the Annexation Map with the County Recorder of the County of Riverside no later than 15 days prior to the date of the hearing specified in Section 7 hereof.

Section 7. Public Hearing. The City Council hereby fixes 6:00 p.m., or as soon thereafter as practicable, on Wednesday, January 14, 2015, in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the proposed annexation of the said territory to the CFD No. 2013-1.

Section 8. Notice of Public Hearing. The City Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing, in substantially the form attached hereto as Exhibit F, one time in a newspaper of general circulation published in the area of CFD No. 2013-1. The publication of said notice shall be completed at least seven days prior to the date herein fixed for said hearing. Said notice shall contain the information prescribed by Section 53322 of the Act.

Section 9. Mailing Ballots In anticipation of its action on Wednesday, January 14, 2015, to call the election on the annexation for the same date, pursuant to waiver of election time limits from the landowners, the City Council hereby authorizes the City Clerk to mail to each landowner in the territory proposed to be annexed to the CFD No. 2013-1 a ballot in substantially the form set forth in Exhibit G hereto. A copy of the waiver and consent form signed by the property owner is attached hereto as Exhibit F and incorporated herein by this reference.

Dated: November 12, 2014

[SIGNATURES FOLLOW ON THE NEXT PAGE]

PASSED AND ADOPTED by the City Council of the Wildomar at a regular meeting held on this twelfth day of November, 2014 by the following vote:

AYES:

NAYS:

ABSENT:

ATTEST:

APPROVED:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED

The territory proposed to be annexed are included within the boundaries within which property may annex to CFD No. 2013-1 and are more particularly described and shown on that certain map entitled "Boundaries – Potential Annexation Area Community Facilities District No. 2013-1 (Services) of the City of Wildomar, County of Riverside, State of California," as recorded on February 18, 2014 in Book 76 of Maps of Assessment and Community Facilities District, Pages 65-67, and as Instrument No. 2014-0062325 in the official records of the County of Riverside. The territory proposed to be annexed to the CFD No. 2013-1 is described in Exhibit B attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Annexation Map No. 1, Community Facilities District No. 2013-1 (Services), City of Wildomar, County of Riverside, State of California," which is on file with the City Clerk (the "Annexation Map") and attached hereto as Exhibit D.

EXHIBIT B

DESCRIPTION OF AUTHORIZED SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2013-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance, servicing; or both of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2013-1; as well as local roads within residential subdivisions located within CFD No. 2013-1; and any portions adjacent to the properties within CFD No. 2013-1; and

(d) police protection services, including but not limited to criminal justice services, and fire protection and suppression services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services shall be limited to those provided within the boundaries of CFD No. 2013-1 or for the benefit of the properties within the boundaries of CFD No. 2013-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2013-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2013-1 before CFD No. 2013-1 was created.

EXHIBIT C

**COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
RATE AND METHOD OF APPORTIONMENT**

**RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
OF THE CITY OF WILDOMAR**

A Special Tax (the "Special Tax") shall be levied on and collected from each Assessor's Parcel (defined below) in Community Facilities District No. 2013-1 (Services) (the "CFD No. 2013-1" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2014, in an amount determined by the City Council of the City of Wildomar, acting ex officio as the legislative body of CFD No. 2013-1, by applying the rates and method of apportionment set forth below. All of the real property in CFD No. 2013-1, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on any Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2013-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2013-1, or any designee thereof associated with fulfilling the CFD No. 2013-1 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2013-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2013-1 for any other administrative purposes of CFD No. 2013-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means the City Manager of the City of Wildomar, or his or her designee.

"Approved Property" means all Assessor's Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 of preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land that is identifiable by an Assessor's Parcel Number by the County Assessor of the County of Riverside.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

“Assessor’s Parcel Number” means that identification number assigned to a parcel by the County Assessor of the County.

“Building Square Footage” or **“BSF”** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Taxable Property after issuance of a building permit for expansion or renovation of such building.

“CFD” or **“CFD No. 2013-1”** means the City of Wildomar Community Facilities District No. 2013-1 (Services).

“City” has the meaning set forth in the preamble.

“County” means the County of Riverside.

“Developed Property” means all Assessor’s Parcels of Taxable Property for which a building permit for new construction has been issued on or prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Exempt Property” means all Assessors’ Parcels designated as being exempt from the Special Tax as provided for in Section G.

“Final Map” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period from and including July 1st of any year to and including the following June 30th.

“Land Use Category” means, any of the categories contained in Section B. hereof to which an Assessor’s Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor’s Parcel as of March 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Maximum Special Tax” means the Maximum Special Tax A and/or Maximum Special Tax B, as applicable.

“Maximum Special Tax A” means the Maximum Special Tax A, as determined in accordance with Section C., below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2013-1.

“Maximum Special Tax B” means the Maximum Special Tax B, as determined in accordance with Section C., below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2013-1.

“Multi-Family Residential Property” means any Assessor’s Parcel of residential property that consists of a building or buildings comprised of attached Residential Units available for rental, but not purchase, by the general public and under common management.

“Non-Residential Property” means, all Assessor's Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor’s Parcel is Non-Residential Property.

“Proportionately” means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

“Residential Unit” or **“RU”** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator.

“Residential Property” means all Assessor’s Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

“Service(s)” means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2013-1 as set forth in the documents adopted by the City Council at the time the CFD was formed.

“Single Family Residential Property” means any residential property that consists of a building comprised of attached or detached residential units available for purchase or rent by the general public.

“Special Tax(es)” means the Special Tax A and/or Special Tax B to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property.

“Special Tax A” means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax A Requirement.

“Special Tax B” means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property to fund the Special Tax B Requirement.

"Special Tax A Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2013-1 in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for (i) maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for Bonds.

"Special Tax B Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2013-1 in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) fire protection and suppression services, (iii) fund an operating reserve for the costs of Services as determined by the Administrator, and (iv) Administrative Expenses. Under no circumstances shall the Special Tax B Requirement include funds for Bonds.

"Taxable Property" means all Assessor's Parcels within CFD No. 2013-1, which are not Exempt Property.

"Tax Zone" means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax. Exhibit "C" identifies the Tax Zone in CFD No. 2013-1 at formation; additional Tax Zones may be created when property is annexed into the CFD.

"Tax Zone 1" means the geographic area the specific area identified on the CFD Boundary Map as Tax Zone 1.

"Tax Zone 2" means the geographic area the specific area identified on the CFD Boundary Map as Tax Zone 2.

"Tract(s)" means an area of land within a subdivision identified by a particular tract number on a Final Map approved for the subdivision.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2013-1 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property and Approved Property shall be classified as either Residential Property or Non-Residential Property.

C. MAXIMUM SPECIAL TAX RATES

1. Special Tax A

For purposes of determining the applicable Maximum Special Tax A for Assessor’s Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor’s Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. For Parcels of undeveloped property zoned for development of single family attached or multi-family units, the number of Residential Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan, or by assigning the maximum allowable units permitted based on the underlying zoning for the Parcel. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax levied against the Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax A per Residential Unit identified for the Tracts in Table 1 below.

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor’s Parcel of Taxable Property is shown in Table 1 is shall be specific to each Tract within the CFD. When additional property is annexed into CFD No. 2013-1, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2014-2015 for a Residential Unit within the Tracts are identified in Table 1 below:

**TABLE 1
Maximum Special Tax A Rates**

Tax Zone	Tracts	Maximum Special Tax A
1	32535	\$346.00 per Residential Unit
2	31479	\$346.00 per Residential Unit

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2015 the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Taxable Property is shown in Table 2 is shall be specific to each Tract within the CFD. When additional property is annexed into CFD No. 2013-1, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2014-2015 per Residential Unit within the Tracts is identified in Table 2 below:

TABLE 2
Maximum Special Tax A Rates

Tax Zone	Tracts	Maximum Special Tax A
1	32535	\$346.00 per Residential Unit
2	31479	\$346.00 per Residential Unit

On each July 1, commencing on July 1, 2015 the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Taxable Property is shown in Table 3 shall be specific to each Tract within the CFD. When additional property is annexed into CFD No. 2013-1, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2014-2015 per acre within the Tracts are identified in Table 3 below:

**TABLE 3
Maximum Special Tax A Rates**

Tax Zone	Tracts	Maximum Special Tax A
1	32535	\$1,762 per Acre
2	31479	\$1,541 per Acre

On each July 1, commencing on July 1, 2015 the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B

The Special Tax B is an annual Special Tax that shall be levied on Developed Property to fund the Special Tax Requirement B.

a. Developed Property

(i) Maximum Special Tax B

The Maximum Special Tax B for Fiscal Year 2014-2015 for each Land Use Class is shown in Table 4. When additional property is annexed into CFD No. 2013-1, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B for the Tract or Tracts annexed.

**TABLE 4
Maximum Special Tax B Rates**

Land Use Class	Description	Unit	Maximum Special Tax B
1	Single Family Residential	RU	\$244.00
2	Multi-Family Residential	RU	\$173.00

On each July 1, commencing on July 1, 2015 the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by five percent (5.0%), whichever is greater.

No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for CFD No. 2013-1, is an Exempt Property.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2014-2015 and for each following Fiscal Year, the Council shall determine the Special Tax A Requirement and shall levy the Special Tax A on all Assessor's Parcels of Taxable Property until the aggregate amount of Special Tax A equals the Special Tax A Requirement. The Special Tax A shall be levied for each Fiscal Year as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

2. Special Tax B

Commencing with Fiscal Year 2014-2015 and for each following Fiscal Year, the Council shall determine the Special Tax B Requirement and shall levy the Special Tax B until the aggregate amount of Special Tax B equals the Special Tax B Requirement.

The Special Tax B shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B to satisfy the Special Tax B Requirement.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2013-1 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed.

F. TERM OF SPECIAL TAX

For each Fiscal Year, the Special Taxes shall be levied as long as the Services are being provided.

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2013-1, any Assessor’s Parcel in any of the following categories; (i) Assessor’s Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor’s Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor’s Parcels which are privately owned but are encumbered by or restricted solely for public uses; or (iv) any Assessor’s Parcel which is in use in the performance of a public function as determined by the Administrator.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax(es) that is disputed. A representative(s) of CFD No. 2013-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative’s decision requires that the Special Tax for an Assessor’s Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor’s Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax(es) shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2013-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

EXHIBIT "A"

**CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)**

COST ESTIMATE

Maintenance Services - The estimate breaks down the costs of providing one year's maintenance services for FY 2015-2016. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2013-1.

**TAX ZONE 3
Tract Nos. 25122/32078**

Item	Description	Estimated Cost
1	Landscape and Lighting Maintenance	\$19,035
2	Graffiti, Street Sweeping, & Pavement Management	\$15,316
3	Parks and Trail Maintenance	\$16,643
4	Administration and Reserves Costs	\$2,310
Total		\$53,304

Safety Services - It is estimated that the cost of providing police and fire protection services being funded by Special Tax B for the Community Facilities District No. 2013-1 (Services) as outlined in Exhibit "B" hereto, will be as follows for the first year:

- \$244.00 per residential unit for single family residential property
- \$173.00 per residential unit for multi-family residential property

MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE

Tax Zone	Tract	Fiscal Year	Maximum Special Tax A Per Residential Unit	Maximum Special Tax B Per Residential Unit	Subdivider
1	32535	2014-15	\$346.00	\$244.00	CV Communities LLC
2	31479	2014-15	\$346.00	\$244.00	Rancon Equity Partners III
3	25122/ 32078	2015-16	\$346.00	\$244.00	CV Communities LLC

ESCALATION OF MAXIMUM SPECIAL TAXES

Maximum Special Tax A - On each July 1, commencing on July 1, 2015 the Maximum Special Tax A shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

Maximum Special Tax B - On each July 1, commencing on July 1, 2015 the Maximum Special Tax B shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by five percent (5.0%), whichever is greater.

EXHIBIT "B"

CITY OF WILDOMAR COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

DESCRIPTION OF AUTHORIZED SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2013-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance, servicing; or both of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2013-1; as well as local roads within residential subdivisions located within CFD No. 2013-1; and any portions adjacent to the properties within CFD No. 2013-1; and

(d) police protection services, including but not limited to criminal justice services, and fire protection and suppression services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services shall be limited to those provided within the boundaries of CFD No. 2013-1 or for the benefit of the properties within the boundaries of CFD No. 2013-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2013-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2013-1 before CFD No. 2013-1 was created.

EXHIBIT "C"

**CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
PROPOSED BOUNDARIES**

EXHIBIT D

PROPOSED ANNEXATION BOUNDARY MAP NO. 1

ANNEXATION MAP NO. 1

COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) CITY OF WILDOMAR

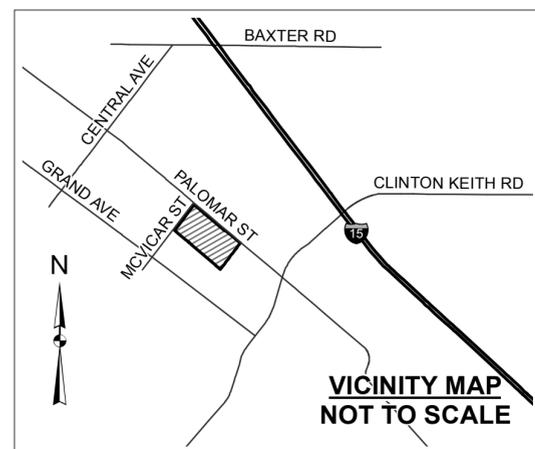
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON FEBRUARY 18, 2014, IN BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGES 65-67 AND AS INSTRUMENT NO. 2014-0062325 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP OR AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF WILDOMAR



FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS ____ DAY OF _____, 20__.

CITY CLERK
CITY OF WILDOMAR

RECORDED THIS ____ DAY OF _____, 20__ AT THE HOUR OF ____ O'CLOCK __M IN BOOK ____ PAGE ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____ NO.: _____
LARRY W. WARD, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY

LEGEND

- CFD BOUNDARY
- PARCEL LINE
- TAX ZONE
- ASSESSOR PARCEL NUMBER

EXHIBIT E

**WAIVER AND CONSENT RESPECTING CONDUCT OF
MAILED-BALLOT, LANDOWNER ELECTION**

**AMENDED PETITION TO THE CITY COUNCIL OF THE CITY OF WILDOMAR
REQUESTING ANNEXATION OF PROPERTY TO MAINTENANCE COMMUNITY
FACILITIES DISTRICT NO. 2013-1 (SERVICES) WITHIN THE CITY OF WILDOMAR
AND A WAIVER WITH RESPECTS TO CERTAIN PROCEDURAL MATTERS UNDER
THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982 AND CONSENTING
TO THE LEVY OF SPECIAL TAXES THEREON TO PAY THE COSTS OF SERVICES
TO BE PROVIDED BY THE COMMUNITY FACILITIES DISTRICT**

1. The undersigned requests that the City Council of the City of Wildomar, initiate and conduct proceedings pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act") (Government Code Section 53311 et seq.), for the creation of a community facilities district of the property described below and consents to the annual levy of special taxes on such property to pay the costs of services to be provided by the community facilities district.

2. The undersigned requests that the community facilities district provide any services that are permitted under the Act including, but not limited to, all necessary service, operations, administration and maintenance required to keep the landscape lighting, street lighting, flood control facilities, ground cover, shrubs, plants and trees, irrigation systems, graffiti removal, sidewalks and masonry walls, fencing entry monuments, tot lot equipment and associated appurtenant facilities within the district in a healthy, vigorous and satisfactory working condition.

3. The undersigned hereby certifies that as of the date indicated opposite its signature, it is the owner of all the property within the proposed boundaries of the community facilities district described in Exhibit A hereto and as shown on the map.

4. The undersigned requests that a special election be held under the Act to authorize the special taxes for the proposed community facilities district. The undersigned waives any requirement for the mailing of the ballot for the special election and expressly agrees that said election may be conducted by mailed or hand-delivered ballot to be returned as quickly as possible to the designated election official, being the office of the City Clerk and the undersigned request that the results of said election be canvassed and reported to the City Council at the same meeting of the City Council as the public hearing on the creation of the community facilities district or at the next available meeting.

5. Pursuant to Sections 53326(a) and 53327(b) of the Act, the undersigned expressly waives all applicable waiting periods for the election and waives the requirement for analysis and arguments relating to the special election, and consents to not having such materials provided to the landowner in the ballot packet, and expressly waives any requirements as to the form of the ballot. The undersigned expressly waives all notice requirements relating to hearings and special elections (except for published notices required by the Act), and whether such requirements are found in the California Elections Code, the California Government Code or other laws or procedures, including but not limited to any

notice provided for by compliance with the provisions of Section 4101 of the California Elections Code.

6. The undersigned hereby consents to and expressly waives any and all claims based on any irregularity, error, mistake or departure from the provisions of the Act or other laws of the State and any and all laws and requirements incorporated therein, and no step or action in any proceeding relative to the creation of the community facilities district of the portion of the incorporated area of the City of Wildomar or the special election therein shall be invalidated or affected by any such irregularity, error mistake or departure.

IN WITNESS WHEREOF, I hereunto set my hand this ____ day of _____, 20__.

CV Communities, LLC

By: Adam Smith
Name: Adam Smith
Title: Vice President

OWNER'S PROPERTY:

TRACT MAP OR PARCEL MAP NO.
or PROJECT NO. TR 25122 and TR 32078

OWNER'S MAILING ADDRESS:

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

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY COUNCIL OF THE CITY OF WILDOMAR THIS ____ DAY OF _____, 20__.

City Clerk of the City Council of the
City of Wildomar

EXHIBIT F

NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX
TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT**

NOTICE IS HEREBY GIVEN that the City Council of the City of Wildomar on November 12, 2014, adopted its Resolution No. 2014-____, in which it declared its intention to annex territory to existing Community Facilities District No. 2013-1 (Services) (the "CFD No. 2013-1"), and to levy a special tax to pay for certain maintenance services, all pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD No. 2013-1 is proposed.

NOTICE IS HEREBY FURTHER GIVEN that the City Council has fixed 6:00 p.m., or as soon thereafter as practicable, Wednesday, January 14, 2015 in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the establishment of CFD No. 2013-1. At the hearing, the testimony of all interest persons for or against the annexation of the territory or the levying of the special taxes will be heard.

DATED: _____, 20__

City Clerk of the City of Wildomar

EXHIBIT A: TRACT/PARCEL/SUBDIVISION MAP

EXHIBIT G

SPECIAL ELECTION BALLOT

EXHIBIT G

CITY OF WILDOMAR
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 1

IMPORTANT OFFICIAL PROPERTY OWNER SPECIAL ELECTION BALLOT

(Mailed-Ballot Election)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 1 of the City of Wildomar Community Facilities District No. 2013-1 (Services) ("CFD No. 2013-1"):

<u>Name of Landowner</u>	<u>Number of Acres Owned</u>	<u>Total Votes</u>
CV Inland Investments 1, LP	30.25	31

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the "Council") of the City of Wildomar (the "City"), the above-named landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by said landowner. The City has sent the enclosed ballot to you so that you may vote on whether or not to approve the special tax.

This special tax ballot is for the use of the property owner of the parcels identified below, which parcels are located within the territory proposed to be annexed to the CFD No. 2013-1, City of Wildomar, County of Riverside, State of California. Please advise the City Clerk, at (951) 677-7751 x 215 if the landowner name set forth above or below is incorrect or if you are no longer one of the owners of these parcels. This special tax ballot may be used to express either support for or opposition to the proposed special tax. To be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

Mail

Delivery: If by mail, place ballot in the return envelope provided, and mail no later than January 1, 2015. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

Personal

Delivery: If in person, deliver to the City Clerk at any time up to 6:00 p.m. on January 14, 2015, at the Clerk's office at 23873 Clinton Keith Road, City of Wildomar, CA. 92595.

However delivered, this ballot must be received by the Clerk prior to the close of the public hearing on January 14, 2015.

Very truly yours,

Debbie A. Lee, CMC
City Clerk
City of Wildomar

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT

Name & Address of Property Owner:	Assessor's Parcel Number(s):
CV Inland Investments 1, LP Attn: Scott Homan 1900 Quail Street Newport Beach, CA 92660	380-800-004, 380-800-008, 380-800-009, 380-800-012, 380-800-014, 380-800-015 and 380-400-001

CITY OF WILDOMAR
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 1

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

<u>SPECIAL TAX BALLOT MEASURE</u>	<u>MARK "YES" OR "NO" WITH AN "X":</u>
Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates and apportioned as described in Exhibit C to the Resolution Declaring its Intention to Annex territory to Community Facilities District No. 2013-1 (Services) adopted by the City Council on November 12, 2014 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Map No. 1 Community Facilities District No. 2013-1 (Services) City of Wildomar" to finance certain services as set forth in Section 4 to the Resolution (including incidental expenses), and shall an appropriation limit be established for the Community Facilities District No. 2013-1 (Services) in the amount of special taxes collected?	YES _____ NO _____

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20____.

CV Inland Investments 1, LP
a Delaware limited partnership

Signature

Scott Homan

Print Name

Chief Financial Officer

Title

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: December 10, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Planning Commission Approval of Revised Tentative Parcel Map No. 36080 (PA No. 13-0060) – Wildomar Square

STAFF REPORT

RECOMMENDATION

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

DISCUSSION

The Planning Commission reviewed Revised Tentative Parcel Map No. 36080 at its December 3, 2014 meeting. The proposed parcel map revision includes changing the number of approved parcels six to eleven to accommodate the proposed Wildomar Square Retail project.

After receiving staffs' presentation, public hearing discussion from the public and Commission discussion, the Planning Commission voted 5 – 0 adopting PC Resolution Nos. 14-22 approving Revised Tentative Parcel Map No. 36080 (subject to conditions).

In accordance with the Section 16.12.160 of the Subdivision Ordinance, the actions by the Planning Commission must be reported to the City Council. Once the Council accepts this receive and file report, a 10 day appeal period begins whereby an appeal may be filed. The deadline to file an appeal is December 22, 2014. If no appeal is submitted, the Planning Commission's decision becomes effective on December 23, 2014.

The project site encompasses approximately 4.81 acres and is located at the southeast corner of Hidden Springs Road and Clinton Keith Road. The site is currently vacant, but preliminary grading by the Applicant has begun. The aerial photo on the following page shows the project site and surrounding area.

Vicinity/Location Map



ATTACHMENTS

- A. Revised Parcel Map No. 36080
- B. Original Parcel Map No. 36080

ATTACHMENT A

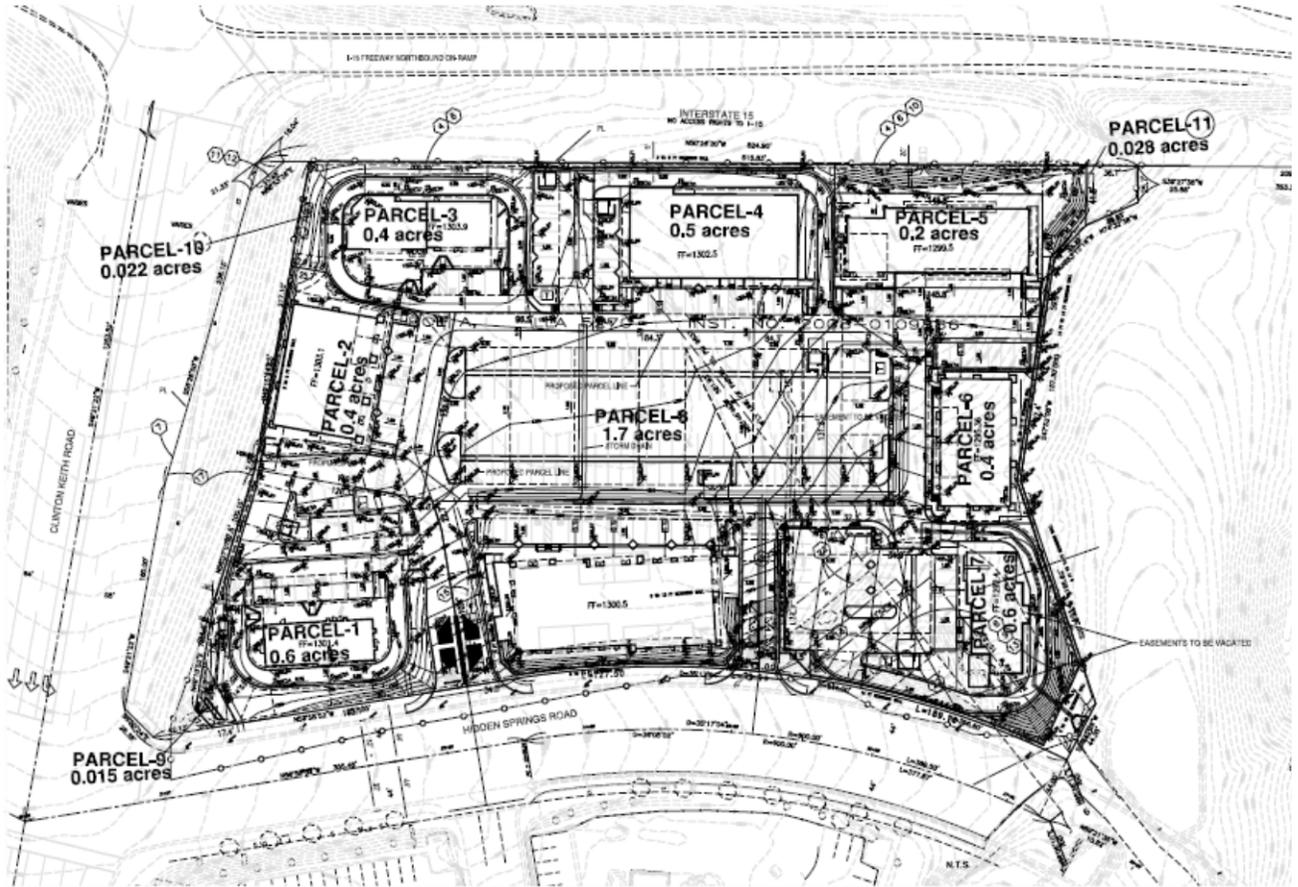
Revised Parcel Map No. 36080

Revised Parcel Map Layout

FOR CONDOMINIUM PURPOSES

TENTATIVE PARCEL MAP NO.36080

A PROPOSED 11 PARCEL, COMMERCIAL PARCEL MAP



ATTACHMENT B

Original Parcel Map No. 36080

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.6
CONSENT CALENDAR
Meeting Date: December 10, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director
Dan York, Assistant City Manger

SUBJECT: Consultant Services Agreement for Planning and Engineering Staff Augmentation Services

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a Consultant Services Agreement with AEI-CASC Engineering for Planning and Engineering staff augmentation services.

BACKGROUND

Over the past year or so the City has experienced a significant increase in development applications from developers and property owners. The Planning and Engineering Departments see this trend continuing into the future. While the current team of PMC and Interwest are doing a great job providing these services, staff believes it is prudent to augment the current planning and engineering consultant services to meet this increased demand and keep development projects moving forward.

DISCUSSION

In accordance with the City's requirements for professional contract services, the Planning and Engineering Department's released a Request for Proposal (RFP) for on-call planning and engineering services. The RFP was posted on the City's website, and it required that the planning and engineering firms team up so there would be just one contract to manage. The RFP period lasted approximately 30 days which ended on July 31, 2014 and staff received five proposals from various planning and engineering firms as follows:

- AEI-CASC Engineering
- Civic Solutions Inc./HR Green Engineering
- RBF Consulting
- Hogle Ireland/HR Green Engineering
- TKE Engineering/RPG, Inc.

The scope of services being sought by staff was solely intended for on-call planning and engineering services on an as-needed basis. The firm(s) would augment our current planning and engineering work as deemed necessary by the Planning and Public Works Director. The cost to provide planning and engineering services

Staff interviewed three firms last month (AEI-CASC Engineering, RBF Consulting and Civic Solutions/HR Green Engineering). Based on the proposals and interviews, staff believes that AEI-CASC Engineering is best suited to meet our needs, as they provide planning and engineering services under one roof and have extensive work experience in Riverside County. Further, the current billing rates established by Council will be used for this contract. The contract period is initially set for three years with annual renewals for an additional three years for excellent performance.

FISCAL IMPACTS:

Payment for work associated with the performance of this contract will be reimbursed as per the City Standard Hourly Billing Rate Schedule for Planning and Engineering Services.

ATTACHMENTS:

- A. Agreement for Consultant Services
 - Exhibit A – Scope of Services
 - Exhibit B – City Hourly Billing Rate Schedule
 - Exhibit C – Insurance Provisions
- B. Request for Proposal for Planning and Engineering Services

ATTACHMENT A

Consultant Services Agreement

ATTACHMENT B

RFP for Planning and Engineering Services

**AGREEMENT FOR PLANNING AND ENGINEERING
SERVICES**

By and Between

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

and

AEI-CASC ENGINEERING, INC.

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
AEI-CASC ENGINEERING, INC.**

This Agreement for Services (“Agreement”) is entered into as of this ____ day of _____, 2014 by and between the City of Wildomar, a municipal corporation (“City”) and AEI-CASC Engineering, Inc. (“Service Provider”). City and Service Provider are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by a Request for Proposal (RFP) for on-call planning and engineering services, the performance of the services defined and described particularly in Section 2 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for three (3) years commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the billing rate amounts specified in Exhibit “B” “Compensation/Billing Rate Schedule” and made a part of this Agreement by this reference.

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of

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

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

(b) City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is unaware of any stated

position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or

threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

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

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

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

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

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

same manner as set forth in Section 4 “Compensation and Method of Payment” of this Agreement.

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

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

SECTION 23. COOPERATION BY CITY.

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

SECTION 24. NOTICES.

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

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

To Service Provider: AEI-CASC Engineering, Inc.
Attn: Adam Rush, Director of Planning
1470 Cooley Drive
Colton, CA 92324

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

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

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

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

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

Gary Nordquist
City Manager

ATTEST:

Debbie A. Lee
City Clerk

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

SERVICE PROVIDER:

By: Rick Sidor, P.E.
President

By: Michelle Furlong,
Director of Operations

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

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

 SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, ____ before me, _____, personally appeared _____,

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

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

	TITLE(S)	
<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)	DATE OF DOCUMENT
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES
(From the RFP)

A. Planning Services

Discretionary Case processing and Project Management as “dedicated planners” for preparation of planning documents, CEQA review and staff reports necessary for project review. Examples of typical tasks include:

1. Taking ownership in the project when representing the City in coordinating and managing the full spectrum of tasks and responsibilities to process discretionary development applications.
2. Review and apply applicable sections of the City’s general plan, zoning ordinance, subdivision ordinance, city policies, and state planning, zoning and development laws.
3. Possess excellent design review and architectural skills related to land use planning and development review.
4. Demonstrate excellent written and oral communication skills.
5. Confer with and advise contractors, developers, community groups, and the general public.
6. Understanding of CEQA and its implementation related to discretionary case processing. The staff persons will be required to coordinate environmental reviews and documentation with the City’s CEQA consultants.
7. Coordinate comments among staff, consultants and the public as part of the City’s development review process, and convey written comments to the applicant in a concise and organized manner.
8. Facilitate input from staff, consultants and the public on development applications and resolve competing and/or conflicting interests so that the City speaks with one voice.
9. Maintain on-going and open communication with the Planning Director.
10. Ensure overall project schedules are maintained.
11. Prepare staff reports, resolutions, ordinances and public notices related to discretionary development applications for review by the Planning Director, City Attorney, Planning Commission, and City Council as required.

B. Engineering Services

Discretionary Case processing and Project Management as “dedicated engineers” supporting planning and engineering during planning application submittal, CEQA technical study review, preparation of conditions of approval, review of engineering plans and studies as necessary for project review. Examples of typical tasks include:

1. Taking ownership in the project when representing the City in coordinating and managing the full spectrum of tasks and responsibilities to process discretionary development applications.
2. Review and apply applicable sections of the City’s general plan, zoning ordinance, subdivision ordinance, city policies, and state planning, zoning and development laws.
3. Possess excellent design review related to land use planning, municipal engineering and development review.
4. Demonstrate excellent written and oral communication skills.
5. Confer with and advise contractors, developers, community groups, and the general public.
6. Understanding of the Subdivision Map Act and industry standard municipal engineering design.
7. Coordinate comments among staff, consultants and the public as part of the City’s development review process, and convey written comments to the applicant in a concise and organized manner.
8. Facilitate input from staff, consultants and the public on development applications and resolve competing and/or conflicting interests so that the City speaks with one voice.
9. Maintain on-going and open communication with the Public Works Director.
10. Ensure overall project schedules are maintained.
11. Prepare staff reports, technical review comment letters and conditions of approval, related to discretionary development applications for review by the Planning Director, Public Works Director, City Attorney, Planning Commission, and City Council as required.

**EXHIBIT "B"
COMPENSATION**

AEI-CASC ENGINEERING ON-CALL/STAFF AUGMENTATION BILLING RATES

The positions and rates on the following page are approved for all work on private development related work activities/applications related to this contract.

Public Works		Hourly Billing Rates
Manager Engineering and Building	\$	140.00
City Engineer	\$	135.00
City Traffic Engineer	\$	130.00
Supervising Engineer	\$	130.00
Senior Engineer/Senior Proj. Manager	\$	125.00
Engineering Associate III/Project Manager	\$	110.00
Engineering Associate II/Project Engineer	\$	105.00
Engineering Associate I	\$	100.00
Engineering Technician III	\$	90.00
Engineering Technician II	\$	80.00
Engineering Technician I	\$	70.00
Transportation Services Manager	\$	125.00
Supervising Transportation Planner	\$	120.00
Senior Transportation Planner	\$	115.00
Associate Transportation Planner III	\$	110.00
Associate Transportation Planner II	\$	105.00
Associate Transportation Planner I	\$	100.00
Construction Services Manager	\$	125.00
Senior Construction Manager	\$	115.00
Construction Manager	\$	110.00
Assistant Construction Manager	\$	100.00
Supervising Public Works Observer	\$	100.00
Senior PW Observer III	\$	97.00
Senior PW Observer II	\$	92.00
Senior PW Observer I	\$	87.00
Public Works Observer III	\$	85.00
Public Works Observer II	\$	80.00
Public Works Observer I	\$	75.00
Building & Safety		
City Building Official	\$	135.00
Deputy Building Official	\$	130.00
Supervising Plan Review Engineer	\$	125.00
Senior Plan Review Engineer	\$	120.00

Supervising Building Inspector	\$	115.00
Plan Review Engineer	\$	110.00
Senior Plans Examiner	\$	105.00
Senior Building Inspector	\$	105.00
Plans Examiner III	\$	100.00
Plans Examiner II	\$	90.00
Plans Examiner I	\$	80.00
Building Inspector II	\$	85.00
Building Inspector I	\$	75.00
Permit Technician II	\$	70.00
Permit Technician I	\$	60.00

Real Estate

Real Estate Property Manager	\$	125.00
Senior Real Property Agent	\$	120.00
Real Property Agent III	\$	110.00
Real Property Agent II	\$	100.00
Real Property Agent I	\$	90.00
Real Property Assistant	\$	80.00

GIS

GIS Manager	\$	125.00
Senior GIS Analyst	\$	120.00
GIS Analyst III	\$	115.00
GIS Analyst II	\$	110.00
GIS Analyst I	\$	95.00
GIS Assistant	\$	85.00

Information Technology

IT Manager	\$	125.00
Senior IT Specialist	\$	105.00
IT Specialist	\$	85.00
Assistant IT Specialist	\$	75.00
IT Technician	\$	60.00

Architectural

Senior Architect	\$	125.00
Architect	\$	120.00
Landscape Architect	\$	115.00
Associate Architect	\$	110.00
Architect Assistant	\$	100.00

Accounting

Senior Accountant	\$	100.00
Accountant	\$	80.00
Accounting Assistant	\$	60.00
Accounting Technician	\$	40.00

Administrative		
Principal Analyst	\$	110.00
Administrative Manager	\$	80.00
Senior Administrative	\$	60.00
Administrative III	\$	55.00
Administrative II	\$	50.00
Administrative I	\$	45.00
Student Intern	\$	35.00

Planning and Environmental

Principal	\$	160.00
Municipal Finance Director	\$	160.00
Service Director / Senior Associate	\$	160.00
Public Affairs Director	\$	150.00
Municipal Finance Manager	\$	140.00
Planning Director	\$	135.00
Principal Planner	\$	130.00
Senior Environmental Planner	\$	130.00
Municipal Finance Analyst	\$	125.00
Housing Specialist	\$	125.00
Public Finance Coordinator	\$	125.00
Senior Planner II	\$	125.00
Senior Public Information Officer II	\$	120.00
Senior Park Planner	\$	115.00
Cultural Resources Specialist	\$	115.00
Senior Biologist I	\$	115.00
Senior Communications Manager	\$	105.00
Senior Planner I	\$	105.00
Public Information Officer	\$	100.00
Associate Planner II	\$	95.00
Biologist/Ecologist II	\$	95.00
Environmental Planner	\$	95.00
Housing Planner	\$	95.00
Associate Planner I	\$	90.00
Graphics Production Manager	\$	90.00
Technical Editor	\$	85.00
Assistant Planner	\$	80.00
Biologist/Ecologist I	\$	80.00
Graphic Designer II	\$	80.00
Associate Botanist I	\$	75.00
Marketing Communications Specialist	\$	75.00
Code Compliance Officer	\$	75.00
Graphic Designer I	\$	75.00
Grant Technician	\$	60.00
Archaeological Technician	\$	60.00
Planning Technician	\$	55.00

All outside services and direct expenses are charged at cost plus 10%. Rates are reviewed annually on July 1st and may be subject to revision.

EXHIBIT "C" INSURANCE

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

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

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

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

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

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

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

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

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

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

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

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

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

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

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.

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

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

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

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

ATTACHMENT B

RFP for Planning and Engineering Services

CITY OF WILDOMAR



REQUEST FOR PROPOSALS

On-Call Contract Planning and Engineering Services

**Proposal Due by:
Thursday, July 31, 2014 at 4:00 pm PST**

City of Wildomar - Planning Department
Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
(951) 677-7751, Ext. 213
www.cityofwildomar.org
mbassi@cityofwildomar.org

Request for Proposal

Introduction:

The City of Wildomar is now accepting proposals from qualified firms for an On-Call Contract Planning and Engineering support Services in accordance with the specifications, terms, and conditions outlined in this Request for Proposal (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Delivery:

Proposals shall be submitted in a sealed envelope clearly marked City of Wildomar, Contract Planning Services no later than **Thursday, July 31, 2014 by 4:00 PM**. One signed original, two (2) hard copies and one (1) electronic copy of the proposal package should be submitted to the Wildomar Planning Department at the address below:

**CITY OF WILDOMAR
Planning Department
Attention: Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595**

Questions regarding this RFP are to be directed by email to: Matthew C. Bassi, Planning Director at mbassi@cityofwildomar.org for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum.

Late Proposals:

Proposals arriving after the specified date and time will not be considered, nor will late proposals be opened. No Facsimiles will be accepted. Each firm assumes sole responsibility for timely submission and accuracy of its proposal.

Withdrawal or Modifications of Proposals:

Any proposal may be withdrawn or modified by a written request signed by the firm and received by the Planning Department prior to the final time and date for the receipt of proposals. Once the deadline is past, firms are obligated to fulfill the terms of their proposal.

Proposal Acceptance and Rejection:

The City of Wildomar reserves the right to accept any proposal, to reject any and all proposals if the rejection is deemed in the best interest of the City, to call for new proposals, and to award a contract to more than one (1) firm other than the lowest cost proposal if deemed to be in the best interest of the City.

Proposal Evaluation and Award:

Evaluation will be made on the basis of the criteria noted in Section C: Evaluation and Selection Criteria in the Scope of Work. Award shall be made to the responsible firm, or firms, whose proposal is determined to be the most advantageous to the City, taking into consideration billing rates and adherence to the included specifications. The City will enter into an agreement with the successful firm, or firms, for the specified products, services, and installation. Nothing herein shall obligate the City to award a contract to any responding firm.

Qualification/Inspection/Interviews:

Proposals will only be considered from firms normally engaged in providing contract planning and engineering services as specified herein. The City reserves the right to inspect the firm(s) facilities, products, personnel, and organization at any time, or to take any other action necessary to determine firm(s) ability to perform to the work required herein. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding firms and/or to award a contract without conducting interviews.

Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements of the respondent's capability to satisfy the intent and requirements of this RFP should be straightforward.

Required hard copies of the Proposal shall be printed double sided, submitted on 8-1/2" x 11" paper, with a 11-point font. Pages shall be numbered, tabbed, and presented in a comb-bound format. Proposal shall not exceed a total page count of 25 (including all necessary resumes and references).

One signed original, two (2) hard copies and one (1) electronic copy of the proposal should be submitted to the Wildomar Planning Department by **Thursday, July 31, 2014 by 4:00 PM**. Proposals shall be submitted in a sealed envelope clearly marked City of Wildomar Contract Planning Services and addressed to:

**CITY OF WILDOMAR
Planning Department
Attention: Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595**

Proposal shall contain the following information in the order listed:

1. **Introductory letter**

The introductory letter should state the prime firm and include the firm's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the firm's understanding of the project based on this RFP and any other information the firm has gathered. Include a statement discussing the firm's interest and qualifications for this type of work. The letter shall be signed by a principal authorized to commit the firm contractually.

2. Qualifications and Experience

Describe the proposed contract Planner(s) and Engineer(s) capability for actually undertaking and performing public agency processing of discretionary development applications. List types and locations of similar work performed by the Contract Planner(s) and Engineer(s) in the last five (5) years that best characterizes the quality and past performance. The proposing firm can propose more than one Contract Planner. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection process.

3. Conflict of interest Statement

The firm shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract.

4. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, etc. in support of the Contract Planner's qualifications.

5. Consulting Services Contract

The City of Wildomar standard professional services contract is included as Attachment B to this Request for Proposals. The proposing firm shall identify any objections to and/or request changes to the standard contract language in this section.

6. Fees/Billing Rates

This section shall be part of the firm's proposal and shall include a summary of staff positions, billing classification, and hourly billing rate for each member of the proposed consultant team and reimbursement levels for direct expenses for the requested products and services outlined in the Scope of Work. No cost increases shall be passed on to the city after the proposal has been submitted. Tax, if applicable, is to be listed as a separate line item. The City will not pay for the firm's travel expenses to perform the duties outlined in this RFP. Any such line item in the proposal will be grounds for rejection of said proposal.

SCOPE OF WORK

INTRODUCTION:

The Planning Department is in need of on-call staff support with specific experience working on behalf of public agencies. One or more Associate planner-level persons (with at least 3 years of experience) to perform “journey-level” municipal entitlement/development review work, including but not limited to, discretionary case processing (such as use permits, design review, variances, and tentative subdivision maps), and public counter duties (as needed for support).

One or more Senior/Principal planner-level persons (with at least 6 year’s of experience) to perform “senior project management” municipal entitlement/development review work, including but not limited to, all types of discretionary case processing (such as general plan amendments, zone changes, development agreements, specific plans (and/or amendments), use permits, design review, variances, and tentative subdivision maps). Both positions require a B.A./B.S. degree in urban planning or similar related field, with excellent writing, analytical, speaking and customer service skills. AICP certification for the Senior/Principal-level contract planner is desirable.

The Engineering Department is in need of on-call staff support with specific experience working on behalf of public agencies. One or more Associate engineer-level persons (with at least 3 years of experience) to perform “journey-level” municipal engineering work with a focus on engineering development processing; entitlement review and comment; improvement and grading plan review; and technical studies review.

Experience working for other public agencies in Riverside County is desirable for all contract positions discussed above.

SCOPE OF SERVICES:

A contract would be prepared with a Planning firm with engineering staff or engineering subconsultant who would be available on an on-call, short-term notice to provide planning and/or engineering services to the Planning and Engineering Departments as needed. Consultant shall provide services on a task-order basis for specific development applications as assigned by the Planning or Public Works Director. When an application is received for which consulting services are required, the City would distribute the application materials and a proposed scope of work to the Contract Manager. The Contract Manager would respond with an estimate of time allocation for the various tasks and costs for the specific project application, based on the hourly charges included in the contract. The City will review the proposed fee and approve a

Task Order. A Notice to Proceed could then be issued with the scope of work and cost identified.

The term of the Contract for the Contract Planning and Engineering Services shall be three (3) years through June 30, 2017. The City reserves the right to extend the contract annually for an additional three (3) years provided the Consultant Firm(s) have adequately met its roles and responsibilities outlined in this RFP. The proposals should indicate how costs would be adjusted after the first year, as applicable.

A. Planning Services

Discretionary Case processing and Project Management as “dedicated planners” for preparation of planning documents, CEQA review and staff reports necessary for project review. Examples of typical tasks include:

1. Taking ownership in the project when representing the City in coordinating and managing the full spectrum of tasks and responsibilities to process discretionary development applications.
2. Review and apply applicable sections of the City’s general plan, zoning ordinance, subdivision ordinance, city policies, and state planning, zoning and development laws.
3. Possess excellent design review and architectural skills related to land use planning and development review.
4. Demonstrate excellent written and oral communication skills.
5. Confer with and advise contractors, developers, community groups, and the general public.
6. Understanding of CEQA and its implementation related to discretionary case processing. The staff persons will be required to coordinate environmental reviews and documentation with the City’s CEQA consultants.
7. Coordinate comments among staff, consultants and the public as part of the City’s development review process, and convey written comments to the applicant in a concise and organized manner.

8. Facilitate input from staff, consultants and the public on development applications and resolve competing and/or conflicting interests so that the City speaks with one voice.
9. Maintain on-going and open communication with the Planning Director.
10. Ensure overall project schedules are maintained.
11. Prepare staff reports, resolutions, ordinances and public notices related to discretionary development applications for review by the Planning Director, City Attorney, Planning Commission, and City Council as required.

B. Engineering Services

Discretionary Case processing and Project Management as “dedicated engineers” supporting planning and engineering during planning application submittal, CEQA technical study review, preparation of conditions of approval, review of engineering plans and studies as necessary for project review. Examples of typical tasks include:

1. Taking ownership in the project when representing the City in coordinating and managing the full spectrum of tasks and responsibilities to process discretionary development applications.
2. Review and apply applicable sections of the City’s general plan, zoning ordinance, subdivision ordinance, city policies, and state planning, zoning and development laws.
3. Possess excellent design review related to land use planning, municipal engineering and development review.
4. Demonstrate excellent written and oral communication skills.
5. Confer with and advise contractors, developers, community groups, and the general public.
6. Understanding of the Subdivision Map Act and industry standard municipal engineering design.

7. Coordinate comments among staff, consultants and the public as part of the City's development review process, and convey written comments to the applicant in a concise and organized manner.
8. Facilitate input from staff, consultants and the public on development applications and resolve competing and/or conflicting interests so that the City speaks with one voice.
9. Maintain on-going and open communication with the Public Works Director.
10. Ensure overall project schedules are maintained.
11. Prepare staff reports, technical review comment letters and conditions of approval, related to discretionary development applications for review by the Planning Director, Public Works Director, City Attorney, Planning Commission, and City Council as required.

SUBMISSION REQUIREMENTS:

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

1. Services to be Provided:
Specify the type of services to be provided: discretionary development applications, including general plan amendments, zone changes, development agreements specific plans, use permits, design review, variances, tentative subdivision maps, site plans and improvement plans.
2. Contractor Identification:
Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.
3. Resume:
Submit a resume of the proposed Planning Consultant(s) and Engineering Subconsultant and a list of complex discretionary development applications that the planner personally managed. Include the project name, location, entitlement request, land use, sq. ft., dwelling units, acres, CEQA experience, start and completion dates for entitlement, decision maker outcome.
4. Client References:
Provide a minimum three (3) client references. References should be California cities or other large public sector entities. Provide the designated

person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction.

SELECTION CRITERIA

The following criteria will be considered, although not exclusively, in determining which firm is hired.

1. Qualifications of the Planning Consultant with prior history in the successful completion of similar consulting contracts, especially within Riverside County (30%);
2. Experience and knowledge of the current political and environmental climate in the City of Wildomar and Riverside County (20%);
3. Demonstrated ability to complete tasks on time and within budget (20%);
4. References and recommendations (15%); and
5. Ability to respond on short notice (15%)

A selection panel may be convened of city staff for possible interviews and recommendation to the City Manager and City Council.

PAYMENT:

The Firm(s) is responsible for submission of a weekly "project management report" identifying all work done by each staff person (by project number) performed during the previous week. Said report must be submitted to the Planning Director by 10 am each Monday following the previous week. The Firm(s) will prepare monthly invoices for all work completed in the preceding calendar month no later than 15th day of each subsequent month. In addition to preparing weekly project management reports and monthly invoices, the Consultant(s) will participate in weekly phone calls with the Planning and Public Works Director to ensure regular communication and project integrity. Consultant(s) shall be available for any in-person meetings as requested by the Department Director, subject to availability.

CONTRACT TERM:

Contract shall commence upon signature and execution and will be in full-force and effect through June 30, 2017 (3 years). The City reserves the right to extend the contract annually for an additional three (3) years provided the Consultant Firm(s) have adequately met its roles and responsibilities outlined in this RFP.

ATTACHMENTS:

- A. City of Wildomar standard professional services contract

ATTACHMENT A

**AGREEMENT FOR CONTRACT PLANNING AND
ENGINEERING SERVICES**

By and Between

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

and

**AGREEMENT FOR CONTRACT PLANNING SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND**

This Agreement for Services ("Agreement") is entered into as of this ____ day of _____, 20__ by and between the City of Wildomar, a municipal corporation ("City") and _____, a _____ ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by [*describe process used, i.e. request for qualifications, request for quotations, request for proposals, direct negotiation, informal quotes*] the performance of the services defined and described particularly in Section 2 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for three (3) years (commencing on the date first ascribed above) with the option for two annual extensions as approved by the Planning Director. Said contract shall not exceed a total of five (5) years (commencing on the date first ascribed above).

SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

ADDITIONAL SERVICES.

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

COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

INSPECTION AND FINAL ACCEPTANCE.

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

OWNERSHIP OF DOCUMENTS.

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

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

SERVICE PROVIDER'S BOOKS AND RECORDS.

Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with

generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Service Provider pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

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

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

INDEPENDENT CONTRACTOR.

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

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

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

STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this

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

COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

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

PREVAILING WAGE LAWS

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

NONDISCRIMINATION.

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

UNAUTHORIZED ALIENS.

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

shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

CONFLICTS OF INTEREST.

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

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

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

CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

If Service Provider, or any officer, employee, agent or subcontractor of Service Provider, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Service Provider for any

damages, costs and fees, including attorneys fees, caused by or incurred as a result of Service Provider's conduct.

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

INDEMNIFICATION.

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

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

(c) Indemnification from Sub-Service Providers. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Service Provider or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service

Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

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

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

INSURANCE.

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

ASSIGNMENT.

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

CONTINUITY OF PERSONNEL.

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

TERMINATION OF AGREEMENT.

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

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

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

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

DEFAULT.

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

EXCUSABLE DELAYS.

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

COOPERATION BY CITY.

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

NOTICES.

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

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

To Service Provider: _____

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

AUTHORITY TO EXECUTE.

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

ADMINISTRATION AND IMPLEMENTATION.

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

BINDING EFFECT.

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

AMENDMENT.

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

WAIVER.

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

LAW TO GOVERN; VENUE.

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

ATTORNEYS FEES, COSTS AND EXPENSES.

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

ENTIRE AGREEMENT.

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

SEVERABILITY.

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

CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

Gary Nordquist
City Manager

ATTEST:

Debbie A. Lee
City Clerk

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

By: _____

By: _____

Its: _____

Its: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<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"/> <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(S) OTHER THAN NAMED ABOVE

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

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

- A.
- B.
- C.
- D.

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

- A.
- B.
- C.
- D.

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

- A.
- B.
- C.
- D.

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

- A.
- B.
- C.
- D.

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

- A.
- B.
- C.
- D.

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

- A.
- B.
- C.
- D.

EXHIBIT "B"
COMPENSATION

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

- A. [job] [hourly rate]
- B. [job] [hourly rate]
- C. [job] [hourly rate]
- D. [job] [hourly rate]
- E. [job] [hourly rate]

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

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

EXHIBIT "C" INSURANCE

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

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

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

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

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

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

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

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

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

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

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

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

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

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

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.

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

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

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

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

Attachment B: Summary Sheet

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____ Fax Number: _____

Firm Email Address: _____

Firm Website: _____

Number of years in existence: _____

Management Contact (person authorized to sign an agreement for the firm, and ultimately responsible for services required for this Request for Proposal):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (person responsible for day-to-day contact with the City for this Request for Proposal/Qualifications):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the firm:

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.7
CONSENT
Meeting Date: December 10, 2014

TO: Mayor and City Council Members
FROM: Dan York, Assistant City Manager
PREPARED BY: Matt Bennett, Deputy City Engineer
SUBJECT: FY 2014-15 CIP Budget Adjustment Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and consider approval of the Fiscal Year 2014-15 CIP Budget Adjustment Report as listed; and
2. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS
TO THE FY 2014-15 CIP BUDGET

BACKGROUND:

This FY 2014-15 CIP Budget Adjustment Report reflects the Public Works Department's continued efforts to provide timely, accurate, and understandable financial information to assist the City Council with the decision making process. All CIP related funds have been reviewed in preparing this report.

The emphasis of this report is on Measure A, AB 2766 (Air Quality), CDBG, TUMF, RCFC Master Plan of Drainage, and various Grant Funds which fund most of the Public Works Capital Improvement Projects and Programs. This report also discusses preliminary prior year results, budget trends and the prior year CIP's expenditures.

The primary purpose of this report is to align the budget with projected fiscal year end actual costs.

BACKGROUND/DISCUSSION:

On June 26, 2013, the City Council adopted the first biennial operating budget for fiscal years 2013-14 and 2014-15 for the City of Wildomar. At that time appropriations were not approved for the CIP. At the February 12, 2014 City Council meeting, the Five-Year

Capital Improvement Program (Fiscal Years 2013/14 to 2017/18) was adopted and the Budget for Fiscal Year 2013/14 was amended.

Actual FY 13-14 and 1st Quarter of FY 14-15 expenditures are reflected in the proposed changes.

FISCAL IMPACT:

The recommended changes are shown on the Fiscal Year 2014-15 CIP Budget Adjustment Summary.

ATTACHMENTS

A. Resolution Authorizing Amendments to the FY 2014-15 CIP Budget

RESOLUTION NO. 2014 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WILDOMAR, CALIFORNIA, AUTHORIZING
AMENDMENTS TO THE FY 2014-15 CIP BUDGET**

WHEREAS, The City of Wildomar Biennial Budget for FY 2013-14 and 2014-15 was approved by the Wildomar City Council on June 26, 2013 and Amended on June 18, 2014

WHEREAS, the Five-Year Capital Improvement Program (Fiscal Years 2013/14 to 2017/18) was adopted and the Budget for Fiscal Year 2013/14 was amended on February 12, 2014; and

WHEREAS, amendments to the Fiscal Year 2014/15 budget are needed for several projects identified in the Five-Year CIP in order to shift budget from Fiscal Year 2013/14 to Fiscal year 2014/15; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar authorizes the amendment to the FY 2014-15 CIP Budget in the amount shown on the Fiscal Year 2014-15 CIP Budget Adjustment Summary attached as Exhibit A,

PASSED, APPROVED AND ADOPTED this 10th day of December 2014.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

Exhibit A

Fiscal Year 2014-15 CIP Budget Adjustment Summary

Fund Name	Inception to Date	FY 13/14 Expenditure	FY 13/14 Budgeted Cost	FY 14/15 Rollover	FY 14/ 15 Budgeted Cost	Sum FY 14/15
MEASURE A	Funding Account Number					
BEGINNING FUND BALANCE		\$ 1,062,260				\$ 1,178,586
TOTAL REVENUE - MEASURE A		\$ 521,000				\$ 555,000
Public Works Cost Allocation	201-450-4500-52115	\$ 159,399	\$ 38,960	\$ 39,000	\$ -	\$ 40,200
Accessibility Improvements	201-901-4500-52115	\$ 4,206	\$ 3,709	\$ 20,000	\$ 16,000	\$ -
Road Safety Improvements	201-902-4500-52115	\$ 117,783	\$ 55,436	\$ 40,000	\$ -	\$ 75,000
Pavement Maintenance Program	201-903-4500-52115	\$ 470,334	\$ 19,318	\$ 550,000	\$ 530,000	\$ 254,000
Clinton Keith Road Overlay/Slurry Seal	201-925-4500-52115	\$ -	\$ -	\$ 17,600	\$ 17,600	\$ -
Pavement Repair Program	201-927-4500-52115	\$ 66,000	\$ 66,000	\$ 66,000	\$ -	\$ 35,000
Almond Street Sidewalk Project - Elsinore HS	201-922-4500-52115	\$ 3,300	\$ 3,300	\$ 85,300	\$ 82,000	\$ -
George Ave Sidewalk Improvements	201-926-4500-52115	\$ 3,215	\$ 3,215	\$ 25,215	\$ 22,000	\$ 44,500
Clinton Keith/Hidden Springs Traffic Signal Modification Project	201-921-4500-52115	\$ -	\$ -	\$ 11,000	\$ 11,000	\$ -
Master Plan of Drainage Update *	201-906-4500-52115	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ 100,000
Bundy Canyon Road Safety Improvements *	201-928-4500-52115	\$ 1,112	\$ -	\$ 1,900	\$ 1,900	\$ 23,400
Grand Ave & Clinton Keith Rd. Bike Paths	201-929-4500-52115	\$ 1,451	\$ -	\$ 24,600	\$ 24,600	\$ 188,200
Grand Ave Bike Paths - Corydon Road to Brown Middle School	201-930-4500-52115	\$ 463	\$ -	\$ 70,000	\$ 70,000	\$ 70,700
Citywide Maintenance Program	201-906-4500-52115	\$ 255,364	\$ 114,736	\$ 127,000	\$ -	\$ 127,000
TOTAL EXPENDITURES - MEASURE A		\$ 1,182,627	\$ 404,674			\$ 1,733,100
ENDING FUND BALANCE - MEASURE A		\$ 1,178,586				\$ 486
AB 2766 (AIR QUALITY)						
BEGINNING FUND BALANCE		\$ 182,630				\$ 78,335
TOTAL REVENUE - AB 2766		\$ 35,000				\$ 35,000
Unpaved Roadway Program	210-905-4500-52115	\$ 141,095	\$ 139,295	\$ 131,215	\$ -	\$ 110,000
TOTAL EXPENDITURES - AB 2766		\$ 139,295				\$ 110,000
ENDING FUND BALANCE - AB 2766		\$ 78,335				\$ 3,335

Fiscal Year 2014-15 CIP Budget Adjustment Summary

Fund Name	Inception to Date	FY 13/14 Expenditure	FY 13/14 Budgeted Cost	FY 14/15 Rollover	FY 14/ 15 Budgeted Cost	Sum FY 14/15
CDBG						
BEGINNING FUND BALANCE		\$ (7,704)				\$ 24,796
TOTAL REVENUE - CDBG		\$ 110,000				\$ 130,000
Malaga Road and Mission Trail Park *	282-931-4500-52115	\$ -	\$ 20,000	\$ -	\$ 150,000	\$ 150,000
Olive Street Cape Seal *	282-933-4500-52115	\$ 77,500	\$ 110,000	\$ -	\$ -	\$ -
TOTAL EXPENDITURES - CDBG		\$ 77,500				\$ 150,000
ENDING FUND BALANCE - CDBG		\$ 24,796				\$ 4,796
TUMF						
UNEXPENDED TUMF AMOUNT BALANCE		\$ 2,875,000				\$ 2,717,657
TOTAL REVENUE - TUMF						
Clinton Keith Road Widening	280-913-4500-52115	\$ 188,540	\$ 350,000	\$ 220,000.00	\$ 400,000	\$ 620,000
Bundy Canyon/Scott Road	280-909-4500-52115	\$ 58,877	\$ 250,000	\$ 245,000	\$ 700,000	\$ 945,000
Clinton Keith/I-15 Interchange	280-908-4500-52115	\$ 2,041	\$ -	\$ -	\$ -	\$ -
Palomar Street	280-912-4500-52115	\$ 47,087	\$ 95,700	\$ 72,000	\$ -	\$ 72,000
TOTAL EXPENDITURES - TUMF		\$ 157,343				\$ 1,637,000
ENDING BALANCE FOR UNEXPENDED TUMF		\$2,717,657				1,080,657
GRANTS						
UNEXPENDED GRANT AMOUNT BALANCE		\$ 3,753,359				\$ 3,254,616
TOTAL REVENUE - GRANTS						
Safe Sidewalks to School Phase I - Wildomar/Reagan Elementary	280-907-4500-52115	\$ 328,853	\$ 10,000	\$ 2,000	\$ -	\$ 2,000
Sidewalk Improvement Project Phase 2 - Ronald Reagan/Elsinore High	280-919-4500-52115	\$ 169,128	\$ 264,900	\$ 140,000	\$ -	\$ 140,000
Sidewalk Improvement Project Phase 2 - Ronald Reagan/Elsinore High	280-918-4500-52115	\$ 269,964	\$ 223,900	\$ 43,000	\$ -	\$ 43,000
Grand Avenue Sidewalk Safety Improvements	280-920-4500-52115	\$ 76,739	\$ 254,730	\$ 170,000	\$ -	\$ 170,000
Grand Avenue Sidewalk Safety Improvements	280-920-4500-52115	\$ 76,739	\$ 170,800	\$ 85,000	\$ -	\$ 85,000
						\$ -

Fiscal Year 2014-15 CIP Budget Adjustment Summary

Fund Name		Inception to Date	FY 13/14 Expenditure	FY 13/14 Budgeted Cost	FY 14/15 Rollover	FY 14/ 15 Budgeted Cost	Sum FY 14/15
Grand Ave & Clinton Keith Rd. Bike Paths	280-929-4500-52115	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Ave Bike Paths - Corydon Road to Brown Middle School	280-930-4500-52115	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Clinton Keith/Hidden Springs Traffic Signal Modification Project	280-921-4500-52115	\$ 21,436	\$ 9,745	\$ 99,000	\$ 80,000	\$ -	\$ 80,000
Clinton Keith Road Overlay/Slurry Seal	280-925-4500-52115	\$ 13,726	\$ 7,214	\$ 136,350	\$ 129,000	\$ -	\$ 129,000
OTS Traffic Collision Database and Mapping (Office of Traffic Safety)	280-934-4500-52115	\$ 43,349	\$ -	\$ 40,000	\$ 40,000	\$ 5,000	\$ 45,000
Collier Elementary Sidewalk Project	280-923-4500-52115	\$ 15,354	\$ 15,354	\$ 125,000	\$ 109,000	\$ 379,000	\$ 488,000
George Ave Sidewalk Improvements	280-926-4500-52115	\$ 18,791	\$ 15,533	\$ 69,715	\$ 54,000	\$ -	\$ 54,000
Bundy Canyon Road Safety Improvements	280-928-4500-52115	\$ -	\$ -	\$ 17,100	\$ 17,100	\$ 209,800	\$ 226,900
Almond Street Sidewalk Project - Elsinore HS	280-922-4500-52115	\$ 10,833	\$ 10,833	\$ 158,400	\$ 147,000	\$ -	\$ 147,000
TOTAL EXPENDITURES - GRANTS			\$ 498,743				\$ 1,609,900
ENDING BALANCE FOR UNEXPENDED GRANT			\$ 3,254,616				\$ 1,644,716

RCFC Master Plan of Drainage Fund							
BEGINNING FUND BALANCE			\$ 2,066,140				\$ 2,052,815
TOTAL REVENUE - RCFC Zone 7			\$ -				
Lateral C-1	280-932-4500-52115	\$ 44,450	\$ 13,326	\$ 105,140	\$ 90,000	\$ 1,961,000	\$ 2,051,000
TOTAL EXPENDITURES - Zone 7			\$ 13,326				\$ 2,051,000
ENDING FUND BALANCE - Zone 7			\$ 2,052,815				\$ 1,815

* Denotes new project for FY13/14

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: December 10, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Tentative Parcel Map No. 32257 & CUP No. 3403 – Minor Change and Amended Phasing Agreement (Canyon Plaza) - Planning Application No. 08-0179 (Continued from 11-12-14)

STAFF REPORT

RECOMMENDATION: Staff recommends that the City Council take further public testimony and continue the hearing to the January 14, 2015 regular Council meeting.

DISCUSSION

The City Council reviewed the receive and file report at its October 8, 2014 meeting in accordance with Section 16.12.160 of the Zoning Ordinance. As a result of the discussion, the Council voted (5-0) to bring the full project to a public hearing before the Council at its November 12, 2014 meeting.

At the Applicant's request, action set for the November 12 meeting was continued to the December 10, 2014 Council meeting to allow the Applicant additional time to address comments and concerns from the October 1, 2014 Planning Commission meeting (refer to Attachment B).

At this time, the Applicant is requesting a second continuance to the January 14, 2015 City Council meeting (refer to Attachment A), citing that additional time is still needed to address the public comment letters and to prepare a formal response .

ATTACHMENTS

- A. Applicant's Continuance Letter
- B. Public Comment Letters

ATTACHMENT A

Applicant Continuance Letter

ATTACHMENT B

Public Comment Letters



CITY OF WILDOMAR CITY COUNCIL
23873 Clinton Keith Road
Wildomar, CA 92595

In re Bundy 1-15 LP Tentative Tract Map 32557/cup 3403
PA 08-0179 | APN 367-100-019 & 367-100-020
Public Hearing Date: December 10, 2014

Dear City Council:

After careful consideration, we are hereby requesting time to properly address comments received from Mr. Ray Johnson and Mr. George Taylor respectively. Accordingly, we humbly ask to be removed from the December 10, 2014 hearing, and to have our matter continued or moved to the January 14, 2014 hearing date.

This time will be used to author a detailed response to both "comments" and is vital to our ability to interpret how our project can better respond to Mr. Johnson & Mr. Taylor.

Please confirm via reply that our item has indeed been removed and continued accordingly.

Thanking you in advance for your time and consideration I remain,

Respectfully yours,

A handwritten signature in blue ink that reads "Hagop Kofdarali".



Jack - Hagop Kofdarali
President
Post Office Box 1958
Corona, CA 92878
Office No. (951) 280-3833
fax (951) 280-3832
e-mail jack@jntmgmt.com



Matthew Bassi

From: GEORGE TAYLOR <gwrmt@msn.com>
Sent: Thursday, October 02, 2014 12:23 AM
To: Debbie Lee; Matthew Bassi; Dan York; George Taylor
Subject: Question item 2.2 Canyon Plaza agenda item.

Debbie

Would you please make this e-mail a part of the official minutes or record for the 1 October 2014, Wildomar Planning Commission Meeting. for resolution 14-16.

Please be advised that I attended the October 1, 2014 Planning commission meeting this evening. When this item came up, I put in a request to speak. While most of the concern was with regard to storm drain issues, the second resolution (14-16) involved an applicant attempting to obtain approval for A C.U.P. to construct a fast food structure at the south east parcel corner of the I-15 Freeway and Bundy Canyon Road in a previously approved plot plan.

I had asked several questions regarding ingress and egress to this fast food establishment during the open hearing but was unable to get an answer on the record from the applicant.

As a result, I am requesting formerly, via this e-mail, that my concerns are made a part of the record regarding Resolution # 14-16 with respect to both pedestrian and vehicle flow both into and out of this facility. It is my concern for the fact that this business will attract many high-school children as does the existing jack in the box business does, at the northwest corner of the freeway and Bundy Canyon Rd. However, the jack in the box is before the children reach the freeway and do not need to cross either the off and on ramps before they reach their destination.

With respect to the proposed C.U.P. for this new parcel, groups of children heading south to both of the housing tracts that straddle Bundy canyon need to cross both the southbound "on ramp" and the north bound "off ramp" of the I-15 Freeway.

While I am not in favor of more fast food businesses in our city, I am not opposed to putting it there, but am concerned with how walk-in patrons will access it, given the vehicle traffic that keeps increasing in numbers coming off the freeway. As an example, in the morning at the stop sign at Almond and Bundy, there are hords of kids crossing the street to go to school while traffic backs up to let these children cross, it is constant grid lock because they don't wait before crossing, they just keep coming, forcing cars to sit there for abnormally longer periods of time.

Now consider the short north-bound off ramp from the I-15, there is a signal, but if there are pedestrians in numbers in the cross walk, the vehicle has to remain stationary but the traffic signal timer keep on moving and back up occurs.

The other concern that I wanted to know about while the applicant was in the room, was, How, in what way, were vehicles using the drive-up going to enter and leave the business given the amount of vehicles that I see going in and out of the Shell gas station.

Please consider the gas station traffic in and out and a parade or caravan of vehicles also going in and out of the fast food business after being in a lined up caravan waiting to place an order or after getting the food.

In my opinion, the traffic congestion will be detrimental for both businesses, and a possible hazard to pedestrians if having to enter via the gas station.

It is my sincere wish that some thought has gone into the traffic flow pattern prior to bringing the project to the planning commission who were more concerned with the storm drain than with public safety of the patrons both at the gas station and at the fast food business.

I understand that both issues are important, but here should have been an equal exchange between the applicant and the commission because of resolution 14-16.

Please respond with what the conditions of approval were regarding the C.U.P. that were required for this business, or lead me to where I could look at them to satisfy these concerns for public safety.

I sincerely can not believe that access, pedestrian wise, would require people to enter via the gas station entrance on foot, but only because I was not made aware of how these concerns would be mitigated via a proper presentation by the applicant and questioning by the commission and the public, at the meeting.

Respectfully Submitted,

George W. Taylor
Concerned Wildomar Citizen at the Farm.

Johnson Sedlack

ATTORNEYS AT LAW

Raymond W. Johnson, Esq. AICP
Carl T. Sedlack, Esq. Retired
Abigail A. Smith, Esq.
Kimberly Foy, Esq.
Kendall Holbrook, Esq.

26785 Camino Seco, Temecula, CA 92590

E-mail: EsqAICP@gmail.com

Abby.JSLaw@gmail.com
Kim.JSLaw@gmail.com
Kendall.JSLaw@gmail.com
Telephone: 951-506-9925
Facsimile: 951-506-9725

RECEIVED

OCT 01 2014

CITY OF WILDOMAR

October 1, 2014

Planning Commission
City of Wildomar
23873 Clinton Keith Road Suite #111
Wildomar, CA 92595
c/o Debbie Lee
City Clerk
dlee@cityofwildomar.org

VIA Hand Delivery

RE: Canyon Plaza Retail Center (CUP 3403/PM32257 – PA 08-0179) Addendum, Minor Changes, and Phasing Agreement Amendment, Agenda Item 2.2

Greetings:

I submit these comments on behalf of Alliance for Intelligent Planning and concerned area residents concerning the Addendum to the Mitigation Negative Declaration (MND)/Mitigation Monitoring & Reporting Program (MMRP), the alleged “minor change” to Tentative Parcel Map No. 32257, and amendment to the Phasing Agreement or the Canyon Plaza Retail Center (the “Project”).

The Project is located at the southeast corner of the I-15 Freeway and Bundy Canyon Road and consists of six commercial parcels and a seventh parcel for a right-of-way. The Project was originally approved on July 15, 2009. Since that time, the City of Wildomar (“City”) approved a Phasing Agreement for the development of Parcel Map 32257, and the gasoline service station/mini-mart/retail space/car wash was constructed and is occupied.

The Applicant now proposes to modify Tentative Parcel Map No. 32257 with the so-called “minor change” of relocating the 48” storm drain and adding new conditions of approval to the map related to the relocated storm drain. However, these “minor changes” will significantly increase the severity of previously identified mitigated effects to hydrology and water quality. (Title 14 Cal. Code Regs. § 15162-15164.) Thus, subsequent environmental review is necessary.

The Sedco MDP Line F lies north of the Project site and flows into a roadside ditch on the north side of Bundy Canyon Road with a 24” CMP inlet to carry water across the street and discharge onto the Project site. (Drainage Study.) The runoff exceeds the capacity of this ditch and the storm water from the Sedco MDP Line F flows onto the Project site and eventually drains into a

72" CMP which outflows onto vacant land south of the Project site. (Drainage Study.) The Project was designed and approved to widen Bundy Canyon Road and remove the existing retention basin and 48" CMP stub north of Bundy Canyon Road. (Drainage Study.) The Original Project required a new 48" RCP to connect to the existing 48" RCP and run southwesterly through the Project site and discharge offsite in to the existing 72" CMP. (Drainage Study.)

The MND found that the Project would have significant impacts to hydrology and water quality, but such impacts would be less than significant with mitigation incorporated. (MND pp. 27-29.) Specifically the MND states that the Project would not violate any water quality standards or waste discharge requirements and would not create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff with mitigation incorporated into the Project. (MND p. 27.) However, the change to the location of the 48" RCP will significantly increase the severity of these impacts.

The proposed changes to the Project will relocate the 48" RCP that was designed to connect the existing 48" RCP north of the Project to the 72" CMP southwest of the Project site. The proposed changes will move the 48" RCP north of the project site and will alter the existing drainage pattern of the site which flows from the north toward the southwest. (See MND p. 27.) Relocating the 48" RCP to run north along Bundy Canyon Road will alter the drainage to flow from the east to the west along Bundy Canyon Road into an existing culvert at the I-15 freeway. This existing 60" culvert extends westerly along Bundy Canyon Rd. and then discharges into a vacant lot at the southwest corner of Bundy canyon and Orange Street where it then discharges and sheet flows westerly to the High School. (It should be noted that all this drainage then is required to flow into a single 18" CMP under the high school.) The severity of the significant impacts to hydrology and water quality will be significantly increased by the change in location of the 48" storm drain. **The result of this change will be to add additional flow to the 60"RCP that discharges just east of the High School then sheet flow west to the High School and will increase severe flooding that already occurs at the High School. (See attached pictures)** If the drainage is required to connect to the existing 72" CMP to the south of the project, **as required in the original plans and evaluated in the original Initial Study and Hydrology Study**, it will then discharge into a creek with a defined channel well to the south of the High School and will not cause any flooding of the High School. This is a substantial change in the project compared to the project that was evaluated in the original Initial Study. **This change has and will result in substantial flooding of the High School.** (These comments are based upon my professional experience as a planner and hydrology studies completed for litigation of another project on Bundy Canyon Rd. just west of Orange Street.)

The approval of an Addendum to the MND/MMRP is improper, and subsequent environmental review is necessary to adequately consider the extent of the environmental impacts due to the change of the location of the storm drain and increased effects to flooding, hydrology and water quality as well as changes to the conditions requiring a traffic signal prior to the first occupancy.

The changes also revise, without stating it, the condition of approval requiring the installation of a traffic signal on Bundy Canyon Rd prior to occupancy of any portion of the project. The new

condition does not require that it be constructed prior to occupancy of the first building any longer.

Additionally, the Mitigation Monitoring and Reporting Program in Exhibit 1 the Addendum to MND for TPM No. 32257 & CUP 3403 of Attachment A references a different project. The Introduction paragraph of the MMRP states, "This document is the Mitigation Monitoring and Reporting Program (MMRP) for the 2013-2021 Housing Element update." This error should be corrected and should clarify that it is the MMRP for the Project.

Given that the change to Tentative Parcel Map No. 32257 and changes in circumstances create potential significant environmental impacts, the Addendum to the MND/MMRP and minor changes to Tentative Parcel Map No. 32257 should not be approved. Subsequent or supplemental environmental review is necessary to evaluate the increased significant impacts to flooding, hydrology and water quality based on these changes as well as changes to the conditions related to the installation of the traffic signal on Bundy Canyon Rd. **It seems to be a little late to be making these changes since the first building is already built and occupied.**

Thank you for your consideration of these comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Raymond W. Johnson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Raymond W. Johnson Esq. AICP LEED GA

Attachments:

Resume RWJ

Flood Photos

Site Plan 12/15/2008

Blowup of Drainage Connection

RAYMOND W. JOHNSON, Esq., AICP LEED GA
26785 Camino Seco
Temecula, CA 92590
(951) 506-9925
(951) 506-9725 Fax
(951) 775-1912 Cellular

Johnson & Sedlack, an Environmental Law firm representing plaintiff environmental groups in environmental law litigation, primarily CEQA.

City Planning:

Current Planning

- Two years principal planner, Lenexa, Kansas (consulting)
- Two and one half years principal planner, Lee's Summit, Missouri
- One year North Desert Regional Team, San Bernardino County
- Thirty years subdivision design: residential, commercial and industrial
- Thirty years as applicants representative in various jurisdictions in: Missouri, Texas, Florida, Georgia, Illinois, Wisconsin, Kansas and California
- Twelve years as applicants representative in the telecommunications field

General Plan

- Developed a policy oriented Comprehensive Plan for the City of Lenexa, Kansas.
- Updated Comprehensive Plan for the City of Lee's Summit, Missouri.
- Created innovative zoning ordinance for Lenexa, Kansas.
- Developed Draft Hillside Development Standards, San Bernardino County, CA.
- Developed Draft Grading Standards, San Bernardino County.
- Developed Draft Fiscal Impact Analysis, San Bernardino County

Environmental Analysis

- Two years, Environmental Team, San Bernardino County
 - Review and supervision of preparation of EIR's and joint EIR/EIS's
 - Preparation of Negative Declarations
 - Environmental review of proposed projects
- Eighteen years as an environmental consultant reviewing environmental documentation for plaintiffs in CEQA and NEPA litigation

Representation:

- Represented various clients in litigation primarily in the fields of Environmental and Election law. Clients include:
 - Sierra Club
 - San Bernardino Valley Audubon Society
 - Sea & Sage Audubon Society
 - San Bernardino County Audubon Society
 - Center for Community Action and Environmental Justice
 - Endangered Habitats League
 - Rural Canyons Conservation Fund
 - California Native Plant Society
 - California Oak Foundation
 - Citizens for Responsible Growth in San Marcos
 - Union for a River Greenbelt Environment
 - Citizens to Enforce CEQA
 - Friends of Riverside's Hills
 - De Luz 2000
 - Save Walker Basin
 - Elsinore Murrieta Anza Resource Conservation District

Education:

- B. A. Economics and Political Science, Kansas State University 1970
- Masters of Community and Regional Planning, Kansas State University, 1974
- Additional graduate studies in Economics at the University of Missouri at Kansas City
- J.D. University of La Verne. 1997 Member, Law Review, Deans List, Class Valedictorian, Member Law Review, Published, Journal of Juvenile Law

Professional Associations:

- Member, American Planning Association
- Member, American Institute of Certified Planners
- Member, Association of Environmental Professionals
- Member, U.S. Green Building Council, LEED GA

Johnson & Sedlack, Attorneys at Law

26785 Camino Seco
Temecula, CA 92590
(951) 506-9925

12/97- Present

Principal in the environmental law firm of Johnson & Sedlack. Primary areas of practice are environmental and election law. Have provided representation to the Sierra Club, Audubon Society, AT&T Wireless, Endangered Habitats League, Center for Community Action and Environmental Justice, California Native Plant Society and numerous local environmental groups. Primary practice is writ of mandate under the California Environmental Quality Act.

Planning-Environmental Solutions

26785 Camino Seco
Temecula, CA 92590
(909) 506-9825

8/94- Present

Served as applicant's representative for planning issues to the telecommunications industry. Secured government entitlements for cell sites. Provided applicant's representative services to private developers of residential projects. Provided design services for private residential development projects. Provided project management of all technical consultants on private developments including traffic, geotechnical, survey, engineering, environmental, hydrogeological, hydrologic, landscape architectural, golf course design and fire consultants.

San Bernardino County Planning Department

Environmental Team
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

6/91-8/94

Responsible for coordination of production of EIR's and joint EIR/EIS's for numerous projects in the county. Prepared environmental documents for numerous projects within the county. Prepared environmental determinations and environmental review for projects within the county.

San Bernardino County Planning Department

General Plan Team
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

6/91-6/92

Created draft grading ordinance, hillside development standards, water efficient landscaping ordinance, multi-family development standards, revised planned development section and fiscal impact analysis. Completed land use plans and general plan amendment for approximately 250 square miles. Prepared proposal for specific plan for the Oak Hills community.

San Bernardino County Planning Department

North Desert Regional Planning Team
15505 Civic
Victorville, CA
(619) 243-8245

6/90-6/91

Worked on regional team. Reviewed general plan amendments, tentative tracts, parcel maps and conditional use permits. Prepared CEQA documents for projects.

Broadmoor Associates/Johnson Consulting

229 NW Blue Parkway
Lee's Summit, MO 64063
(816) 525-6640

2/86-6/90

Sold and leased commercial and industrial properties. Designed and developed an executive office park and an industrial park in Lee's Summit, Mo. Designed two additional industrial parks and residential subdivisions. Prepared study to determine target industries for the industrial parks. Prepared applications for tax increment financing district and grants under Economic Development Action Grant program. Prepared input/output analysis of proposed race track. Provided conceptual design of 800 acre mixed use development.

Shepherd Realty Co.

Lee's Summit, MO

6/84-2-86

Sold and leased commercial and industrial properties. Performed investment analysis on properties. Provided planning consulting in subdivision design and rezoning.

Contemporary Concepts Inc.

Lee's Summit, MO
Owner

9/78-5/84

Designed and developed residential subdivision in Lee's Summit, Mo. Supervised all construction trades involved in the development process and the building of homes.

Environmental Design Association

Lee's Summit, Mo.
Project Coordinator

6/77-9/78

Was responsible for site design and preliminary building design for retirement villages in Missouri, Texas and Florida. Was responsible for preparing feasibility studies of possible conversion projects. Was in charge of working with local governments on zoning issues and any problems that might arise with projects. Coordinated work of local architects on projects. Worked with marketing staff regarding design changes needed or contemplated.

City of Lee's Summit, MO

220 SW Main

Lee's Summit, MO 64063

Community Development Director

4/75-6/77

Supervised Community Development Dept. staff. Responsible for preparation of departmental budget and C.D.B.G. budget. Administered Community Development Block Grant program. Developed initial Downtown redevelopment plan with funding from block grant funds. Served as a member of the Lee's Summit Economic Development Committee and provided staff support to them. Prepared study of available industrial sites within the City of Lee's Summit. In charge of all planning and zoning matters for the city including comprehensive plan.

Howard Needles Tammen & Bergendoff

9200 Ward Parkway

Kansas City, MO 64114

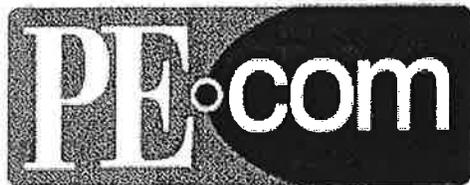
(816) 333-4800

Economist/Planner

5/73-4/75

Responsible for conducting economic and planning studies for Public and private sector clients. Consulting City Planner for Lenexa, KS.

Conducted environmental impact study on maintaining varying channel depth of the Columbia River including an input/output analysis. Environmental impact studies of dredging the Mississippi River. Worked on the Johnson County Industrial Airport industrial park master plan including a study on the demand for industrial land and the development of target industries based upon location analysis. Worked on various airport master plans. Developed policy oriented comprehensive plan for the City of Lenexa, KS. Developed innovative zoning ordinance heavily dependent upon performance standards for the City of Lenexa, KS.



WILDOMAR: Cleanup, repairs in storm's wake

BY MICHAEL J. WILLIAMS

2014-09-17 14:56:01



Calm, focused cleanup and repair efforts could be seen here and there in Wildomar and adjacent areas Wednesday, a far cry from the three hours of havoc, panic and dismay caused by a hard-hitting thunderstorm Wednesday afternoon.

Thunder, lightning, pounding rain and whipping winds knocked out power lines, blew down trees and branches, flooded roads, inundated properties and drove frightened pets into the streets.

Nearly two inches of rain reportedly fell on sections of Wildomar, southern Lake Elsinore, La Cresta and Lakeland Village after the storm

swooped in around 2 p.m.

In addition to responses from police, fire and Southern California Edison, the city sent out crews to clear roads – especially heavily hit Bundy Canyon Road, a major east-west thoroughfare on the north side of town.

“We had crews working through the night and into the morning to clean up Bundy Canyon,” said Wildomar Public Works Director Dan York.

Water streaming down west-facing slopes swamped Bundy Canyon at Interstate 15 and rushed onward to engulf much of the Elsinore High School campus, which appeared to experience the most damage of any single entity in Wildomar.

Assistant Principal Don Nicholson said school had just let out and students were leaving the campus when the lightning, thunder and rain came.

“I’ve been in education for 22 years and I’ve never seen anything like that,” Nicholson said. “It came down hard and fast. ... It felt like we were in a tornado or something.”

Lake Elsinore Unified School District spokesman Mark Dennis said phone calls starting coming into the district about campus problems soon after the storm – what meteorologists describe as a microburst – occurred.

“By 3 o’clock, it was starting to sink in that something really dramatic had happened,” he said.

Wednesday, however, the campus had returned to normal, except for mopup and repair work. Classes were in session. The courtyard was mostly dry, though gravel, dirt and vegetative debris remained to be removed.

District board President Heidi Dodd said it was quite a transformation from the night before.

“This area was completely under water; this was a lake,” she said. “I’m thrilled with the great work that was done last night. Everyone pitched in.”

Two buildings and the administrative and counseling offices that had flooded were out of commission until cleanup and repairs were completed.

The worst damage appeared to have occurred at the baseball field; a dugout was destroyed and a batting cage was blown over.

A quick response saved the school's basketball court. Coaches were joined by the Elsinore and Temecula Valley water polo teams in thwarting flooding and damage. The match between the two schools was canceled because of lightning.

Dennis said it was too early in the process to calculate a cost of the damage. Two other campuses in the area, Wildomar and William Collier elementary schools, also sustained some damage, Dennis said.

The Southwest Communities Animal Shelter in Wildomar experienced power outages and some roof leaks, said Executive Director Willa Bagwell. Volunteers were sweeping up dirt and debris in the parking lot Wednesday.

The biggest storm-related issue for the shelter, she said, was an explosion of stray dogs turned in after they had broke loose from their owners and were picked up by residents. She said the shelter took in 22 dogs that afternoon.

"They were just opening their (car) doors and running in here with these dogs," she said.

Contact the writer: 951-368-9690 or michaelwilliams@pe.com

© Copyright 2014 Freedom Communications. All Rights Reserved.
[Privacy Policy](#) | [User Agreement](#) | [Site Map](#)



Tuesday's storm caused water and mud damage to classrooms on the campus of Elsinore High School. School staff were cleaning up mud and debris from the storm that left flooding, and damage throughout Wildomar on Wednesday, Sept. 17, 2014.

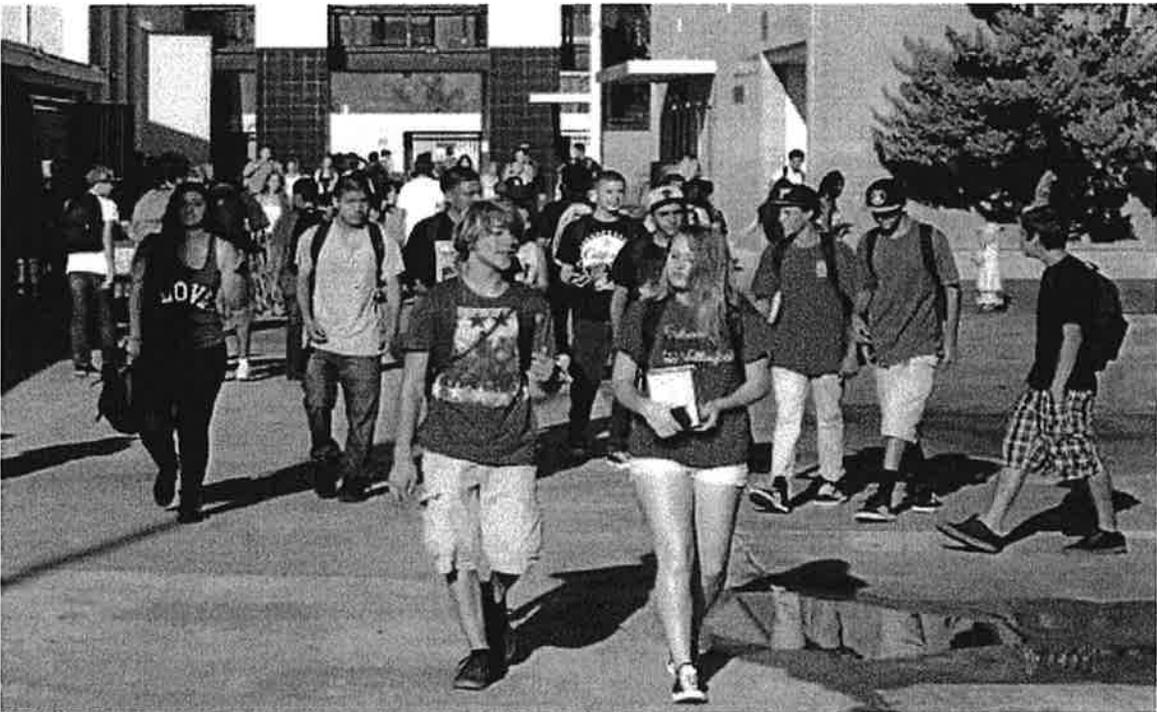
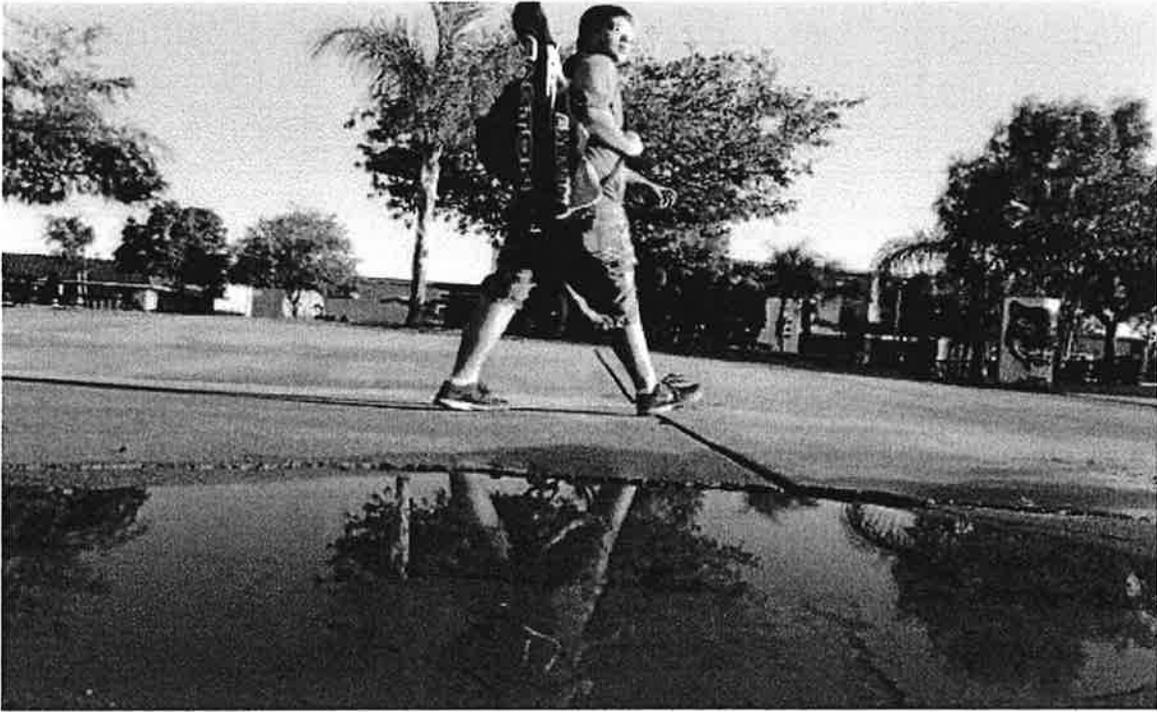




Tuesday's storm caused water and mud damage to classrooms on the campus of Elsinore High School. School staff were cleaning up after the storm that left behind flooding and damage throughout Wildomar on Wednesday, Sept. 17, 2014.



Students make their way on to campus as school officials clean up at Elsinore High School after a storm leaves behind flooding, damage in Wildomar, September 17, 2014.



Students make their way on to the campus at Elsinore High School on Wednesday, Sept. 17, 2014, after a storm left behind flooding and damage throughout Wildomar on Tuesday.

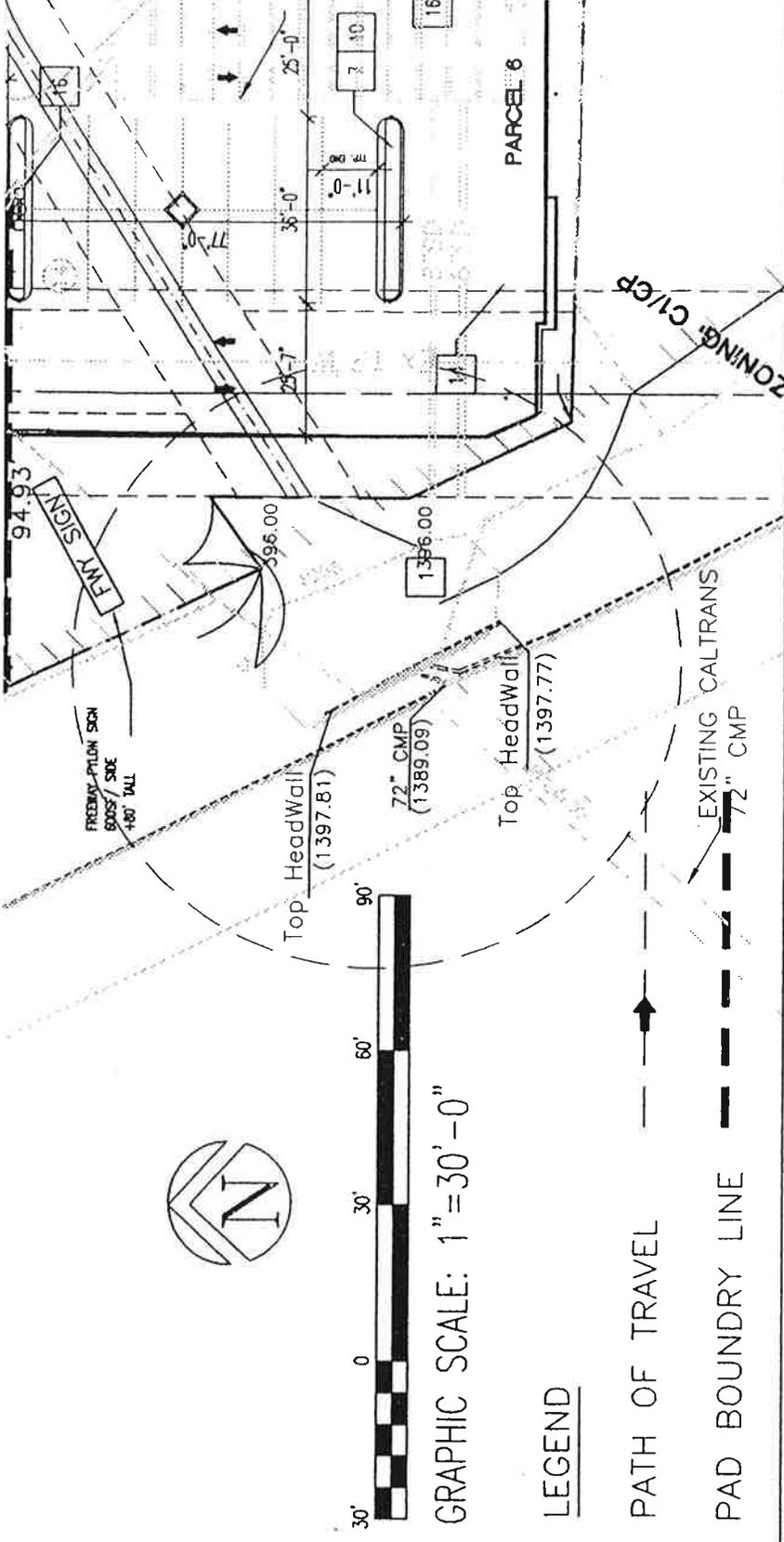


School staff member Paul Parenteau uses a shovel to scrape up some of the mud that flowed onto the campus at Elsinore High School on Wednesday, Sept. 17, 2014, after a heavy storm left behind flooding and damage throughout Wildomar on Tuesday.



Josh Mativa hoses down mud damage on the campus at Elsinore High School on Wednesday, Sept. 17, 2014, after a storm left behind flooding and damage throughout Wildomar on Tuesday.





KEY NOTES

- | | | | | | |
|----------------------------|------------------------------|-----------------------------|---------------------------|-----------------------------|--|
| <input type="checkbox"/> 1 | PROPERTY LINE | <input type="checkbox"/> 6 | DRIVE THRU | <input type="checkbox"/> 11 | |
| <input type="checkbox"/> 2 | PROPOSED COMMERCIAL BUILDING | <input type="checkbox"/> 7 | LANDSCAPE | <input type="checkbox"/> 12 | |
| <input type="checkbox"/> 3 | OPEN CONC. PATIO | <input type="checkbox"/> 8 | 2' CAR OVERHANG | <input type="checkbox"/> 13 | |
| <input type="checkbox"/> 4 | ACCESSIBLE PARKING AND RAMP | <input type="checkbox"/> 9 | TRASH & RECYCLE ENCLOSURE | <input type="checkbox"/> 14 | |
| <input type="checkbox"/> 5 | ACCESSIBLE PATH OF TRAVEL | <input type="checkbox"/> 10 | 6" CONC. CURB | <input type="checkbox"/> 15 | |

FROM: George W. Taylor
34041 Harrow Hill Rd.
Wildomar, CA. 92595

6 October 2014

TO: City of Wildomar
23873 Clinton Keith Rd.
Wildomar, CA. 92595

RECEIVED
OCT 06 2014
CITY OF WILDOMAR

ATTN: City Council

SUBJECT: Public Safety, both Pedestrian & vehicle, Item 1.6 Consent Calendar.

1. Some years back I was a member of the Wildomar Land Review that had Public Safety traffic issues with the original project, to which the city inherited from the County after incorporation.
2. We were successful in getting the entrance to the project moved more to the East because of the adjacent freeway off ramp traffic, with no traffic control, and the project entrance proximity to it. We managed a stop sign, and ultimately the traffic signal.
3. I attended the Wildomar Planning Commission meeting held the evening of 1 October 2014 at the City Hall, as I normally do, and had concerns with respect to this same project as Item 2.2 on the agenda, and modification as affected the C.U.P. for the fast food applicant as was identified in PC Resolution 14-16.
4. Most all of the discussion involved a storm drain issue for the modification and little time was devoted to any other issue, to which I spoke of, during the open hearing. The applicant had nothing to say, and I was not able to get any answer to my public safety concern.
5. As it stands now. The applicant will be able to realize revenue if he is permitted to go forward, if all of this modification is allowed to be approved. I have no issue with the storm drain but do have a concern with public safety.

6. The city, on the other hand, may be the recipient of unwanted law suits stemming from pedestrian and / or vehicle injuries, for not considering and not mitigating these issues in the way of improvements and / or proper conditions of approval directed to the applicant.

7. On 6 October I was granted a meeting with Mr. Matthew Bassi, the City Planning Director, and with Mr. Dan York, The City public Works Engineer, to discuss my issues. Both conceded that I had valid public safety concerns.

7. Presently these concerns are for Pedestrian (School Children) movement from the High-school to take advantage of this fast food business, as they presently do in regard to the existing "Jack in the Box" business and the mixture of same, with vehicles in and out of the shell gas-station, that is the subject of this particular project under item 1.6 in the consent calendar. (Note that there are no freeway concerns with the "Jack in the Box" business.)

8. In the way of background:

- a. The City has installed an asphalt; three foot wide; side walk between the high school and Orange Street.
- b. There appears to be a 2 foot wide concrete sidewalk between Orange Street and the South bound freeway on ramp.
- c. There is also a narrow concrete sidewalk extending East from the Southbound on ramp, then under the freeway, to the Northbound off ramp of the freeway.
- d. There is what appears to be a 3 foot wide sidewalk that extends further East along the North side of the existing Shell gas station.
- e. There is what appears to be about a 30 inch wide concrete sidewalk that is connected to the 3 foot wide sidewalk at the north perimeter of the Shell gas station that runs south along the west perimeter of the gas station that is not a part of the fast food project, and that is fenced off from the fast food project.
- f. There is no side walk between the northbound on ramp and sellers rd.

g. There is no traffic signal to the East of the existing Signal at the northbound off ramp of the freeway.

9. While the applicant is basically responsible for conditions in front of his or her project. The addition of this business will create more than normal pedestrian traffic in a existing hazardous location from both sides of Bundy Canyon Road. (I.E. the lack of sidewalks along the north side of Bundy Canyon in front of the applicant business coupled with the children attempting to run across Bundy Canyon road to reach the new business).

10. Presently there is no sidewalk entrance connected to the existing east / west 3 foot wide sidewalk in front of this project. Since the existing sidewalk is on the gas station property, the only access, unless there is no walls or dividing partitions between the gas station and this business property , the kids will have to walk further East and intermingle with the vehicular traffic coming into, and going out of the gas station. An accident waiting to happen.

11. In my opinion, unless this concern for the project is tabled for more review, and a determination is made , to identify what part the city should mitigate and what part the applicant should mitigate , I believe that there could be consequences in the future.

If you drive the area, you can visualize what I see.

Respectfully submitted,

George W. Taylor
Concerned Citizen Of Wildomar.

CITY OF WILDOMAR – PLANNING COMMISSION
Agenda Item #2.2
PUBLIC HEARING
Meeting Date: December 10, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Public Use Permit (PUP) No. 778, Amendment No. 5 - Planning Application No. 12-0194 – Cornerstone Community Church

STAFF REPORT

RECOMMENDATION

The Planning Commission recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (SCH# 2013111005), INCLUDING ADOPTION OF FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM, FOR THE CORNERSTONE CHURCH PROJECT (PUBLIC USE PERMIT NO. 778/AMENDMENT NO. 5, PLANNING APPLICATION NO. 12-0194) CONSISTING OF A TWO-PHASE DEVELOPMENT PROJECT FOR THE CONSTRUCTION OF A 17,315 SQUARE-FOOT PRESCHOOL BUILDING, A 2,438 SQUARE-FOOT MAINTENANCE BUILDING, AND THREE (3) NEW PARKING LOT AREAS WITHIN PHASE 1, AND A 3-STORY, 23,024 SQUARE-FOOT ADMINISTRATION BUILDING WITHIN PHASE 2 LOCATED AT 34570 MONTE VISTA DRIVE (APN: 367-210-008, 018, 034, 035, 039, 041, 043, & 367-140-008)

2. Adopt a Resolution entitled:

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PUBLIC USE PERMIT NO. 778, AMENDMENT NO. 5, (PLANNING APPLICATION NO. 12-0194) FOR THE CORNERSTONE CHURCH PROJECT CONSISTING OF A TWO-PHASE DEVELOPMENT PROJECT FOR THE CONSTRUCTION OF A 17,315 SQUARE-FOOT PRESCHOOL BUILDING, A 2,438 SQUARE-FOOT MAINTENANCE BUILDING, AND THREE (3) NEW PARKING LOT AREAS WITHIN PHASE 1, AND A 3-STORY, 23,024 SQUARE-FOOT ADMINISTRATION BUILDING WITHIN PHASE 2, SUBJECT TO

CONDITIONS, LOCATED AT 34570 MONTE VISTA DRIVE (APN: 367-210-008, 018, 034, 035, 039, 041, 043, & 367-140-008)

BACKGROUND / DESCRIPTION

The Applicant (Cornerstone Church) is requesting City Council consideration of an expansion to their existing facilities. The proposed project consists of the following:

- 1) Environmental Impact Report (EIR) - In accordance with the California Environmental Quality Act (CEQA) guidelines, the proposed project required the preparation and processing of a Environmental Impact Report (EIR). The EIR must be certified by the City Council for the proposed project to be valid. A more detailed analysis of the EIR process is provided in the Environmental Section of this report. A copy of the DEIR and FEIR are provided as attachments (Attachment A, Exhibit's 1, 1-A & 2).
- 2) Public Use Permit (PUP) – The proposed project requires an amendment to the existing/approved Public Use Permit (PUP No. 778) in accordance with Title 17 of the Wildomar Municipal Code and consists of the following:
 - Phase 1 – The construction of a 17,315 square-foot preschool building, a 2,438 square-foot maintenance building, and three (3) new parking lot areas, including on-site landscaping improvements and paving of Via Carnaghi Lane; and
 - Phase 2 – The future construction of a 3-story, 23,024 square-foot administration building (no date of construction has been determined at this time).

Project Location/Vicinity:

The project site encompasses approximately 63.5 acres and is located on the east side of Monte Vista Avenue just north of Baxter Road and Via Carnaghi Lane at 34570 Monte Vista Avenue. The vicinity map on the next page shows the project site and surrounding area.

Vicinity/Location Map

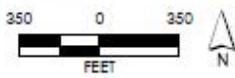


Figure 2.0-2
Aerial Photograph

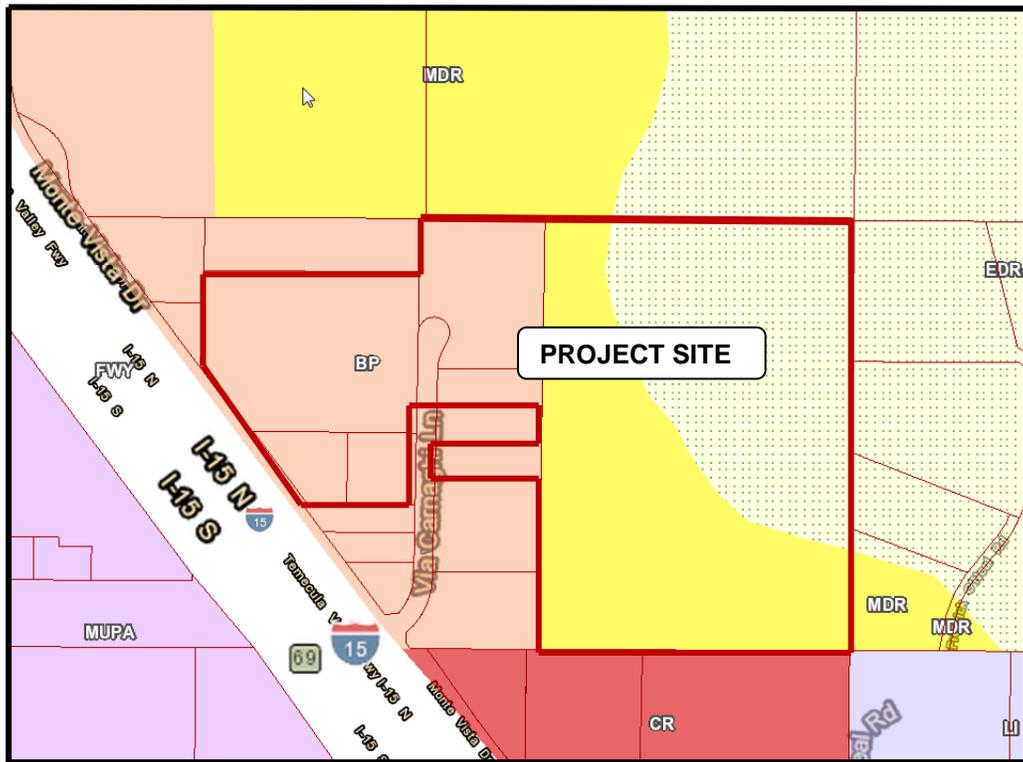


Surrounding Land Uses:

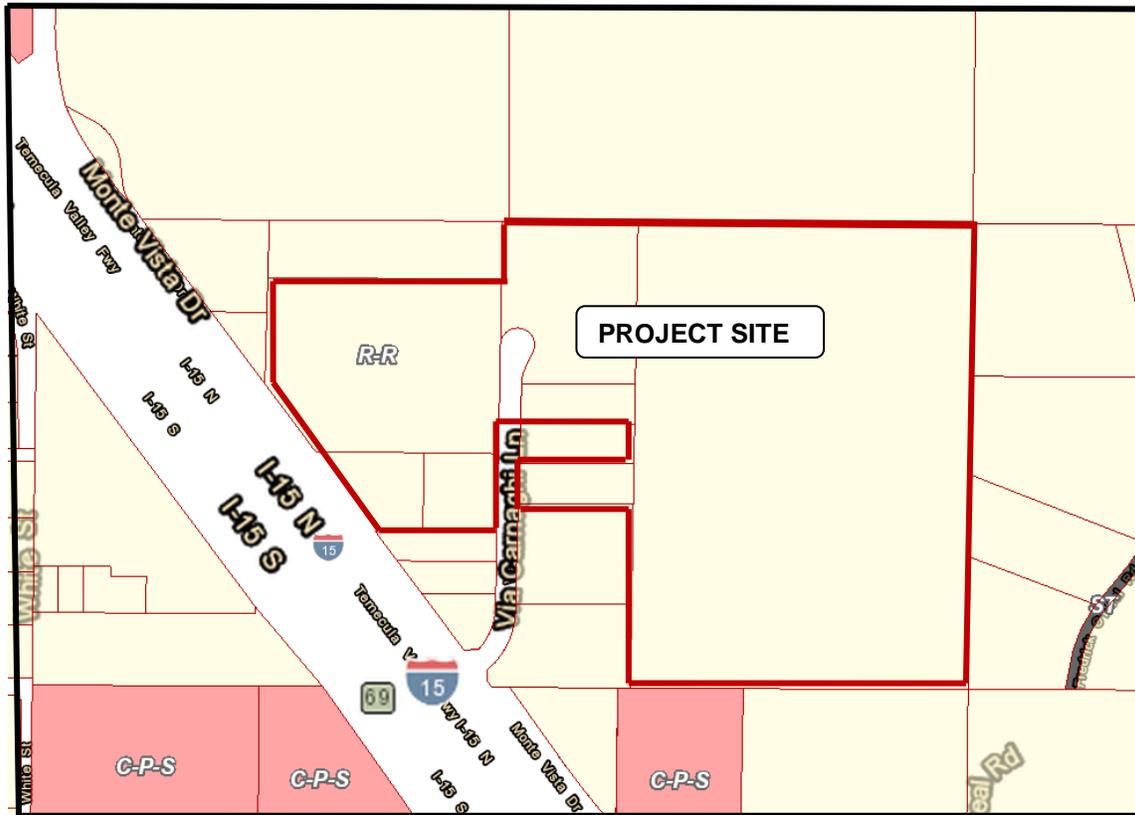
The project site is a rather large site and is adjacent to single family homes on the north, south and east. The I-15 freeway is located to the west. The table below summarizes the current General Plan land use and zoning information related to the project site and surrounding properties.

ADJACENT LAND USE, GENERAL PLAN AND ZONING			
Location	Current Land Uses	General Plan Land Use Designations	Zoning Designations
Subject Property	Cornerstone Church Property	Business Park, Medium Density Residential & Estate Density Residential	R-R (Rural Residential)
North	Vacant & Single Family Residence	Estate Density Residential, Medium Density Residential, & Business Park	R-R (Rural Residential)
South	Single Family Residences	Commercial Retail & Business Park	Rural Residential (R-R) & Scenic Highway Commercial (C-P-S)
East	Single Family Residences	Estate Density Residential & Medium Density Residential	Rural Residential (R-R)
West	Single Family Residence & I-15 Freeway	Business Park & Medium Density Residential	Rural Residential (R-R)

General Plan Land Use Exhibit



Zoning Designation Exhibit



Planning Commission Review:

The Planning Commission reviewed the proposed Cornerstone Church project EIR and PUP at a public hearing held on November 5, 2014 meeting. After the Applicant made its presentation, there were approximately 13 speakers who addressed the Commission expressing either support or opposition to the proposed project. In addition, 18 other people submitted speaker slips, but did not speak at the podium. These speakers expressed support for the project. Staff has provided a copy of the draft Planning Commission minutes from the November 5, 2014 meeting for Council consideration (Attachment G).

Upon conclusion of the public hearing and Planning Commission discussion, the Commission voted unanimously (5-0) to adopt PC Resolution No. 14-19 recommending City Council certification of the Environmental Impact Report (EIR) and adoption of the Final EIR, Finding of Fact & Statement of Overriding Considerations, and a Mitigation Monitoring & Reporting Program (MMRP). The Commission also voted unanimously (5-0) to adopt PC Resolution No. 14-20 recommending City Council approval of Public Use Permit No. 778, Amendment No. 5, subject to Conditions (including minor word changes to Planning Condition No. 54, Public Works Condition No. 27 and Public Works Condition No. 40 – these have already been reflected in the Conditions matrix).

ANALYSIS

CEQA/EIR Analysis:

In accordance with the California Environmental Quality Act (CEQA - Public Resources Code Section 21000–21178.1), an Initial Study was prepared to analyze the proposed Cornerstone Church project (PUP No. 778/Amendment No. 5/Planning Application No. 12-0364) to determine any potential significant impacts upon the environment that would result from implementation of the project. The proposed Cornerstone Church Project is considered a “project” as defined by the California Environmental Quality Act, Public Resources Code § 21000 et seq. (“CEQA”).

The City Council, upon recommendation from the Planning Commission, has the authority to review the proposed Cornerstone Church Project EIR in accordance with the California Government Code, Sections 65358, Section 65453, and 65853 and the City of Wildomar Municipal Code, Title 17.

In the course of reviewing the proposed project, the Planning Director determined that there was substantial evidence that the Cornerstone Church Project may have one or more significant effects on the environment; therefore, preparation of an Environmental Impact Report (EIR) was warranted under Public Resources Code § 21080(d) and § 21082.2(d). In accordance with state law, the Planning Department prepared and circulated a Notice of Preparation (NOP) of the DEIR which began a 30-day public comment period on the NOP. The public review period began on November 1, 2013 through December 2, 2013. As part of the NOP process, the Planning Department conducted a public scoping meeting on November 18, 2013. The purpose of the scoping meeting was to receive input from the public on what environmental issues should be addressed in the DEIR.

In the months following the NOP review period and scoping meeting, the City prepared and completed the DEIR. A Notice of Completion (NOC) was provided to the State Clearinghouse (OPR) on June 24, 2014 in accordance with Section 15085 of the CEQA Guidelines notifying the State of the availability of the DEIR for its 45-day public review period. In addition, the Planning Department published Notice of Availability (NOA) with the Riverside County Clerk, and with the Press Enterprise, a local newspaper of general circulation, giving notice to the general public and all interested parties regarding the 45-day public review period.

The Draft EIR and Technical Appendices (Attachment A, Exhibit 1 & 1-A) was circulated, as required by CEQA Guidelines § 15087, to the state responsible agencies, the City’s local distribution list, and any interested party requesting a copy of the DEIR and Technical Appendices as required by CEQA Guidelines §15087 and §15105(a). The DEIR 45-day public review period began on June 24, 2014 and concluded on August 7, 2014. At the end of the 45-day public comment period, the City received four comment letters on the DEIR. In accordance with state law, the City has prepared responses to each comment as part of the Final EIR. A fifth letter outlining concerns about the DEIR was received on the day of the Planning Commission meeting (Mr.

Monty Goddard), but is not part of the FEIR since it was not received during the 45-day public review period. Mr. Goddard’s concerns were addressed by staff at the November 5, 2014 meeting.

The public review comments, city responses and minor changes formulate the FEIR document. This document is provided for Council consideration (Attachment A, Exhibit 2). In accordance with state law, the City has prepared a Statement of Facts and Findings (including a Statement of Overriding Considerations for temporary/short term construction noise (Impact 3.8.4), and the required Mitigation Monitoring and Reporting Program. These two items are also provided for Council consideration (Attachment A, Exhibits 3 and 4, respectively). Based on the findings and substantial evidence in the whole of the record, the Planning Commission has recommended the City Council certify the DEIR/FEIR, and adopt the Statement of Facts, Overriding Considerations and Mitigation Monitoring and Reporting Program for the Cornerstone Church Project.

The required EIR findings of fact are discussed and outlined in the Findings of Fact Section of this report.

Public Use Permit (PUP) Analysis:

Background/Existing Conditions:

Cornerstone Community Church began as Public Use Permit No. 600 approved in 1988 as a single building. The DEIR provided a summary table of the church history and applications which is provided below for Commission consideration. The church has grown gradually and currently has six buildings totaling approximately 84,730 square feet on approximately 63.51 acres. In addition to the buildings, the church campus also contains three parking lots with space for up to 435 cars, a sports field accommodating both baseball and football, a quadrangle in the center of the church buildings, and landscaping throughout the site. The table below summarizes the entitlement history of the church.

CORNERSTONE COMMUNITY CHURCH BUILDING CONSTRUCTION HISTORY

Year	Permit	Building Size in Square Feet	Building
1988	Public Use Permit No. 600 - County	3,840	Church
1994			Cornerstone Community Church acquires existing church
1996 Amend. #1	Public Use Permit 778 – County	9,285	Sanctuary (small church)
1999 (Amend. #2)	Public Use Permit 778 - County	15,786	Education building –15,786 sq. ft. adjoining the original 3,840 sq. ft. building (total 19,626 sq. ft.)
2002	Public Use Permit	55,819	Main sanctuary

Year	Permit	Building Size in Square Feet	Building
(Amend. #3)	778 - County		
2009 ¹ (Amend. #4)	Public Use Permit 778, (PA 08-0163 - Wildomar)		Construction of a new 764 space parking lot, on-site detention basins, & replacement of football/soccer fields
2012/2014 (Amend. #5)	Public Use Permit 778, (PA 12-0194 - Wildomar)	42,597	Phase 1 - 1-story 17,135 s.f. Preschool Building, 2,438 s.f. Maintenance Building; and 3 new parking lot areas. Phase 2 - 23,024 s.f. Administration Building

The existing church operations are comprised of the main sanctuary, Cornerstone Christian School, after school activities, athletic fields, parking lot areas, church staff members/school employees, and weekly bible studies. The table on the following page summarizes the weekly activities and hours of operation for the church.

Existing Weekly Church Activities Summary Table

DAYS	ACTIVITIES	HOURS OF OPERATION	ATTENDANCE
Monday - Friday	Pre-K through Grade 12	7:45 am to 3:00 pm	240 Students
	Administration Staff/Employees ²	8:00 am – 5:00 pm	100
	After school program activities (both indoor and outdoor) ³	3:00 pm to 6:00 pm	50 – 75
	Women's Bible Study w/childcare	8:00 am – 12:00 pm (Wednesday mornings) 8:00 am – 12:00 pm (Thursday mornings)	150 – 200 each day
	Various Group Bible Studies, Women's Fitness Class, Family night, Worship rehearsals	6:30 pm to 9:00 pm (Monday – Thursday)	30 – 500 (varies each evening & seasonal)
Saturday	Monthly Men's Breakfast	7:30 am to 9:00 am	80
	Monthly SAT Testing (Nov – May)	8:00 am – 10:00 pm	100
	Church/Worship Service	5:00 pm to 8:00 pm	600
Sunday	Church/Worship Services (3 services)	9:00 am, 10:20 am & 11:40 am	2,200 (total combined)

¹ Amendment #4 was withdrawn by the Applicant before a final decision was made by the City Council.

² Includes Pastoral staff, church administration staff, school office staff, teachers/coaches, custodial

³ Includes athletic practices, games, and school drama rehearsals.

All these uses, activities and hours of operation fall within the approved PUP established for the Cornerstone church and are supported by the amount of parking and varying hours of operation (refer to parking discussion for additional details).

Proposed Preschool Building:

The Applicant has with this current amendment to the PUP has proposed a new single-story, 22-foot-high, stand-alone 17,315-square-foot preschool building to be located west of the existing sanctuary in the existing parking lot/sport court area (adjacent to Monte Vista Avenue). The preschool will have its own student drop-off and pickup area and secure playground areas. Two water quality basins will be constructed in the former paved parking area, and the on-site parking area and driveways will be reconfigured to accommodate the new building.

The preschool is designed to accommodate a capacity of 180 preschool students. The facility will be operated and managed by Cornerstone staff as part of its ministry operations. The preschool will be open between the hours of 6:00 am to 8:00 pm (Monday – Friday). Children will be dropped off and picked up along the eastern portion of the building within a current drive aisle located adjacent to the building. A condition (Planning Condition No. 17) has been proposed to require the Applicant to section off the drop-off area with traffic cones and supervision during the morning and evening times.

Given the location of the building on-site, access to the facility will be provided via from Monte Vista Avenue and then via existing on-site drive aisles. Given this design, there will be no issues with pedestrian or vehicular safety. In addition, administration staff will be outside during the drop-off and pick-up hours to help monitor this activity. Parking for preschool staff and visitors will be provided using existing parking spaces just east of the building.

The architectural design of the building will match the design and character of the existing church buildings throughout the campus. The building will be wood-constructed and have a stucco exterior painted tan. A cobblestone veneer has been proposed along the bottom portion of the building. The roofing material is proposed as a metal-seamed roof painted with varying roof lines and slope planes. The height of the building will not exceed 22 feet at its highest point.

The facility contains two outdoor play areas that will be fenced in. The building will have a 7-foot setback along the southwestern portion that will extend to 20+ feet. A landscape buffer is being provided along the western property line that is about 12 feet. This will provide a visual and sound buffer from the existing residence to the west. The interior floor plan contains offices, classrooms, restrooms, storage and kitchen facilities.

In evaluating the proposed preschool building with the R-R zone development standards, staff has determined that it meets and exceeds all the minimum standards related to setbacks, building height, landscaping, parking, etc. The proposed preschool will also meet a current need for day care for church congregants and the general

Colored Elevations – Preschool Building





Proposed Maintenance Building:

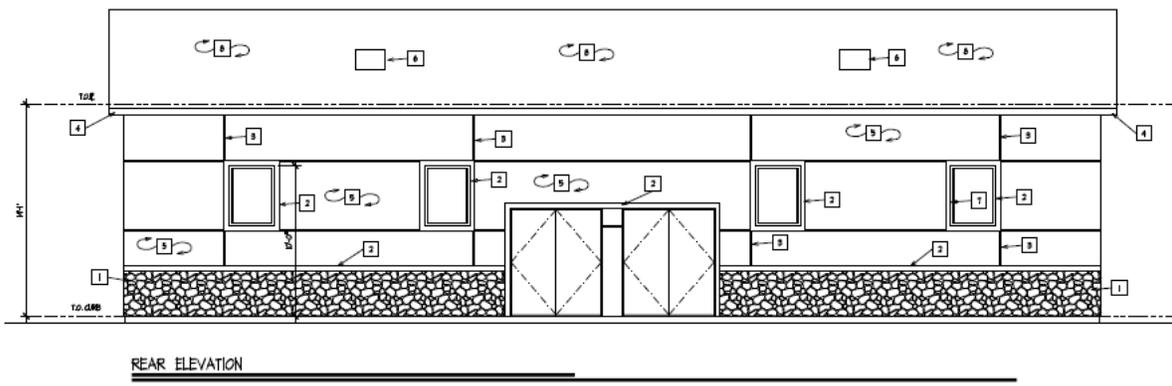
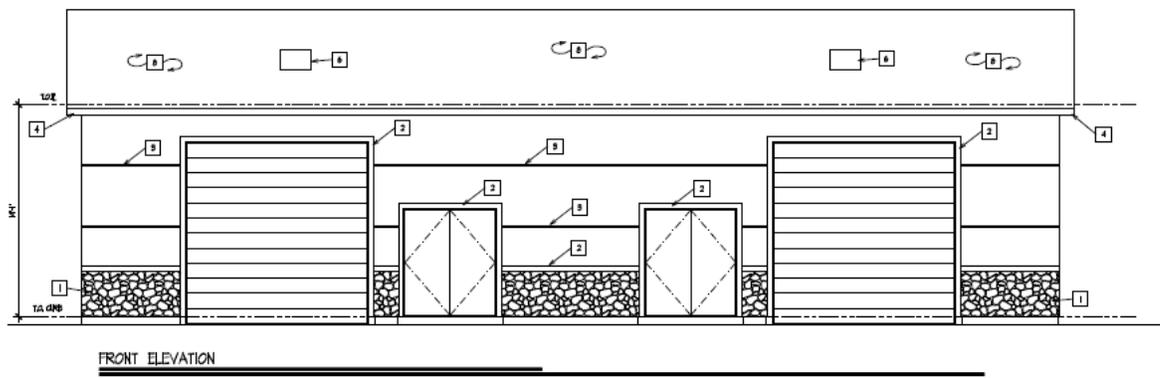
The former home and outbuildings located south of the existing paved parking lot east of Via Carnaghi Lane will be demolished and a new 20-foot 5-inch single-story maintenance building of approximately 2,438 square feet will be constructed. The maintenance building will house lawn mowers, ladders, leaf blowers, tools, and other maintenance equipment needed for the church grounds. The building will also be used to construct sets for plays and performances at the church. The building will be located at the east end of a new paved parking area with access to Via Carnaghi Lane.

The architectural design of the maintenance building will also match the design and character of the existing church buildings throughout the campus. The building will be wood-constructed and have a stucco exterior painted tan. A cobblestone veneer has been proposed along the bottom portion of the building. The roof will be composition

shingle. The building maintains a 22-foot side yard setback, and a 74-foot rear yard setback. Landscaping will be provided around the perimeter of site and parking spaces will be provided as well.

At first the maintenance building was a concern given its location immediately adjacent to a single family residence (Mr. Jesse Munoz). The DEIR evaluated the impacts from the proposed maintenance building and mitigation measures were set forth; however, at the time of this staff report, Mr. Munoz has sold his property to the Cornerstone Church. At this time, there are no immediate plans to demolish the residence and it may be rented out by Cornerstone.

In evaluating the proposed maintenance building with the R-R zone development standards, staff has determined that it meets and exceeds all the minimum standards related to setbacks, building height, landscaping, parking, etc. A copy of the site plan and elevations, including the full development plans are provided for Council consideration in Attachment C. Below is a reduced exhibit of the design.



Proposed/New Parking Areas:

As a result of the new preschool building and future administration building, additional parking is needed to meet code requirements. With construction of the preschool building, there is a loss of 75 of the existing 435 parking spaces. Through

reconfiguration of the drive aisles and striping of the pavement around the preschool building, seven of the 75 spaces can be recovered, for a total loss of 68 spaces. The Applicant has therefore proposed to construct three new parking areas to help meet parking demands with the first phase of the project.

The first new parking area is located adjacent to an existing large parking area with access from Via Carnaghi Lane and interior drive aisles throughout the site. This parking lot will provide 274 new stalls and include landscaping planters and diamonds within the lot and around the perimeter. The parking lot will contain lights (consistent with the City's light pollution ordinance). Each stall has been designed in depth and width to meet our parking ordinance standard of 9 x 18, and the required 24-foot drive aisle width has been provided. County Fire has reviewed the propose parking layout and has accepted it.

The second and third parking lots will be constructed to the south the new maintenance building and will provide 45 parking spaces. In addition to this, an existing, unimproved lower parking lot will be paved and will also provide drive access to the new upper parking lot. Improvements at the lower parking lot will result in 64 additional parking spaces. Each stall in these two areas has also been designed in depth and width to meet our parking ordinance standard of 9 x 18, and the required 24-foot drive aisle width has been provided. County Fire has reviewed the propose parking layout and has accepted it.

When complete, the church property will have a total number of 701 parking spaces on site. In evaluating the parking requirements for the church in its entirety, considering all uses occurring on the property, the total required parking requirement is 698 spaces. Thus, the applicant has exceeded the parking requirements, including inclusion of the future administration building. It is important to note that not all uses will be occurring at the same time throughout the week. A parking breakdown has been provided on Sheet 4 of the site plan package. This shows the different uses occurring on the property and demonstrates that no individual, or grouped activities, will result in insufficient parking at any one time. Therefore, the applicant has met its parking demand and is consistent with the City's parking ordinance requirements.

Future/Proposed Administration Building (Phase 2):

The PUP includes a proposed new (future) three-story; 50-foot tall administration building that is about 23,042 square feet in size. The building is planned to be constructed in the existing landscape and slope area south of the main sanctuary, courtyard, and classroom buildings. The building has been designed to match the color and architectural character of existing buildings on the site. Construction of the new building will eliminate approximately 43 parking spaces along the drive that leads around the existing buildings. While the administration building will be three stories tall, because of the existing slope it will allow ground-level access from both the drive aisle and the courtyard. In addition to administrative and storage functions, the new building will also accommodate a 1,365-square-foot institutional kitchen facility and a 4,586-square-foot dining room to serve the church. Parking requirements for this building

have already been factored into the total parking calculations (refer to parking lot discussion above).

The applicant has indicated that there are no immediate plans, or funding, to build the future administration building. However, it has been proposed and analyzed as part of this PUP amendment and DEIR. When the time comes to construct the building, the applicant will only need to submit construction documents to the City for review and approval. A copy of the site plan and elevations, including the full development plans are provided for Council consideration in Attachment C. Below is a reduced exhibit of the building design.

Colored Elevations – Future Administration Building





Proposed Access:

All vehicle access will be provided from the existing driveways on Monte Vista Drive and Via Carnaghi Lane. Via Carnaghi Lane will be paved to a local road standard; however, an exception to City of Wildomar Road Standard Number 105 has been requested. The modified will result in two, 12-foot travel lanes, but would not provide for on-street parking or sidewalks.

The project also includes approval of a modified street section for Monte Vista Drive along the property frontage. The proposed street section is modified by adapting Standards 94, Secondary Highway, Standard 109, Frontage, and Standard 405 multi-purpose trail. From Canyon to Bundy Canyon the Standard 94 can be met, except as modified by previously approved Tentative Maps. The proposed changes along the frontage of the church property keep the intent of providing a four-lane secondary

highway and a multi-purpose trail only within a narrower right of way. As proposed the right of way would be modified as follows:

- Eliminate 5' sidewalk and 9' landscape strip on west side.
- Redesign Street light spacing and lighting footprint to allow for all street lights along the street to be placed on the westerly side.
- Eliminate the 8' shoulder on the west side and east side and widen the 12' travel lane to 14' feet along curb side.
- Widen the easterly sidewalk from 5' per standards to 6'.
- Eliminate all landscaping on the easterly side within public street right of way. The right of way modification requires a condition of 10' minimum of landscaping as a buffer between the right of way and improvements on the private side.
- Reduce the multipurpose trail from 10' to 8'; place the split rail fence on the right of way and eliminate landscaping associated with the trail standard.

The proposed access and modified street section for Monte Vista has been reviewed by the Public Works Director and he has determined that the project meets the City's improvement requirements. In addition, conditions of approval have been applied to the project related to access, etc. (Attachment B, Exhibit 1 - Conditions).

Proposed Water:

All of the new development proposed under this PUP will be served from the existing water connection on Monte Vista Drive. Additional fire hydrants will be installed as required by fire code for fire flow and will be located in one or more of the parking lots. Water will be extended to the landscape areas as necessary. Water demand will increase slightly as a result of the construction and is anticipated to require an additional 16,000 gallons per day above the existing demand. Final water improvement plans will be reviewed and approved by EVMWD as part of the improvement plan process.

Proposed Wastewater/Sewer:

The existing church facility and associated buildings are served through a series of five septic tanks (all approved by Riverside County Health in the past). As a result of this project, the Applicant and EVMWD have entered into a development agreement (approved by EVMWD Board). The agreement will provide the construction of a new sewer line (performed by EVMWD) that will extend from the northern (egress) driveway of the project site to an existing manhole approximately 1,800 feet north on Monte Vista Drive. The 8-inch gravity sewer line will enable the church to abandon the current septic tanks which is a major benefit. In addition, the new sewer line will be available for other properties along Monte Vista to connect to as development in this area occurs. Once completed, the sewer line will be conveyed to the Elsinore Valley Municipal Water District. In summary, all requirements related to the sewer system have been met.

Proposed Storm Drainage:

The existing church facility is served by one storm drainage basin and a series of planned and impromptu channels that convey stormwater west toward I-15. The proposed project includes construction of landscaped areas⁵ and two retention planters to collect runoff, two sand filter basins, a subsurface system, and porous pavers to treat for water quality treatment purposes and to mitigate flows of increased runoff. Additionally, the project site will utilize two existing septic systems to treat for water quality purposes. Collectively, these facilities will represent the operational BMPs of the proposed project. Additionally, flows within the south Via Carnaghi Lane improvements do not require mitigation for increased runoff because these flows will be treated for water quality purposes using catch basin filter inserts. In summary, all requirements related to the storm drain system have been met.

Proposed Grading:

Minimal grading will be required for the preschool construction; however, the existing asphalt will need to be removed and foundations constructed for the new building. In addition, landscaping and stormwater basin areas will also be excavated. Similarly, paving the lower parking lot will not require significant grading. The upper parking lot will require grading and redistribution of materials amounting to approximately 24,500 cubic yards. The material will be used within the project site, resulting in balanced soil excavation and fill for the project. Having a balanced site means that there will be no hauling of dirt to and from the church grounds, thereby, resulting in traffic impacts from grading. In summary, all requirements related to grading have been met.

New Lighting Associated with Proposed Parking Lots:

The proposed parking lots and field will be lighted while in use. Lighting for both the field and the parking lot will be designed to focus light to specific areas, limit overspill of light, and conform to Wildomar Municipal Code Chapter 8.64 (Light Pollution Ordinance). As required by Chapter 8.64, all lighting on-site will eventually need to be brought into compliance with the Light Pollution Ordinance. Staff has added a condition to the project, and agreed to by the Applicant, that prior to the issuance of a certificate of occupancy for the future Administration building, all lighting on-site will be brought into compliance. This condition will allow the Applicant to budget and plan for this over the next several years.

REQUIRED PROJECT FINDINGS OF FACT:

CEQA/EIR Findings of Fact:

The City Council, in light of the whole record before it, including but not limited to, the EIR, all documents incorporated by reference therein, any comments received and responses provided, the Statement of Facts and Findings, the Mitigation Monitoring and Reporting Program and other substantial evidence (within the meaning of Public

⁵ A portion of the landscaping will be used as water quality basin(s) and will be integral to the stormwater collection and disposal system.

Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, hereby finds and determines as follows:

1. Preparation of EIR: An Environmental Impact Report was prepared for the Cornerstone Church Project and processed in accordance with the California Environmental Quality Act (Public Resources Code § 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations § 15000 et seq.), and the local CEQA Guidelines.
2. Notice: The City has complied with CEQA Guidelines § 15085 and §15087 by providing a Notice of Completion of the Draft EIR to OPR and a Notice of Availability to responsible and trustee agencies, including the Riverside County Clerk, and other persons and agencies.
3. Review Period: The City has complied with CEQA Guidelines §§ 15087 and 15105 by making the Draft EIR available to the public for review for the required 45-day period of time commencing on June 24, 2014 and concluding on August 7, 2014.
4. Response to Comments: The City has responded to all written comments received during the public review period and included both comments and responses as part of the Final EIR (as provided in Exhibit 2 of this Resolution). In response to these comments, the City has made minor revisions to the Draft EIR. These revisions are identified in the Final EIR and do not constitute significant additional information and do not require recirculation of the Draft EIR.
5. Avoidance / Reduction Significant Effects: The EIR identifies potentially significant effects on the environment that could result, if the project were adopted without changes or alterations, in the project and imposition of mitigation measures. Based thereon, the City Council, upon recommendation of the Planning Commission, further finds that:
 - a) Changes, alterations, and mitigation measures have been incorporated into, or imposed as conditions of approval on, the project.
 - b) These changes, alterations, and mitigation measures will avoid the significant environment effects identified in the EIR or lessen their impact below the threshold of significance.
 - c) These changes, alterations, and mitigation measures are fully enforceable because they have either resulted in an actual change to the project as proposed or they have been imposed as conditions of approval on the project.
 - d) The City has prepared a Mitigation Monitoring and Reporting Program (as provided in Exhibit 4 of this Resolution) to track compliance with these changes, alterations, and mitigation measures identified in the Cornerstone Church Project Environmental Impact Report.

6. Environmental Findings and Statement of Overriding Considerations: Approval of the project will result in one (1) one significant impact that can not be mitigated (i.e., temporary/short term construction noise (Impact 3.8.4)); however, all other impacts have been mitigated through changes, alterations and mitigation measures to a less than significant level pursuant to Section 15092 of the CEQA Guidelines. Pursuant to Section 15093 of CEQA, the City Council, upon recommendation of the Planning Commission, hereby adopts a Statement of Overriding Considerations for temporary/short term construction noise (Impact 3.8.4) as discussed and addressed in the DEIR & FEIR (Statement of Facts and Findings).
7. Independent Judgment: The DEIR and FEIR reflects the independent judgment and analysis of the City.

Public Use Permit Findings of Fact:

In accordance with Section 17.208 of the Zoning Ordinance, the City Council makes the following findings in consideration of approval Public Use Permit No. 778, Amendment No. 5.

- A. The proposed use is consistent with the City of Wildomar General Plan and Zoning Ordinance.

Evidence - The proposed use is consistent with the Zoning Ordinance in that proposed church and related facilities/buildings is a permitted use in the R-R zone subject to the approval of a Public Use Permit. Further, the project has been designed to meet and exceed the minimum development standards of the R-R zone, and the other provisions of the Wildomar Municipal Code relating to streets and highways, grading, and light pollution. The project is also consistent with the General Plan in that churches are encouraged in the community. As evaluated in the DEIR for the proposed project, the following General Plan policies have been met:

Aesthetics:

- LU 13.1 Preserve and protect outstanding scenic vistas and visual features for the enjoyment of the traveling public. The proposed project is consistent with this general plan policy.
- LU 13.2 Incorporate riding, hiking, and bicycle trails and other compatible public recreational facilities within scenic corridors. The proposed project is consistent with this general plan policy.
- LU 13.3 Ensure that the design and appearance of new landscaping, structures, equipment, signs, or grading within Designated and Eligible State and County scenic highway corridors are compatible with the surrounding scenic setting or environment. The proposed project is consistent with this general plan policy.

- LU 13.4 Maintain at least a 50-foot setback from the edge of the right-of-way for new development adjacent to Designated and Eligible State and County Scenic Highways. The proposed project is consistent with this general plan policy.
- LU 13.5 Require new or relocated electric or communication distribution lines, which would be visible from Designated and Eligible State and County Scenic Highways, to be placed underground. The proposed project is consistent with this general plan policy.
- LU 13.6 Prohibit offsite outdoor advertising displays that are visible from Designated and Eligible State and County Scenic Highways. The proposed project is consistent with this general plan policy.
- LU 13.7 Require that the size, height, and type of on-premise signs visible from Designated and Eligible State and County Scenic Highways be the minimum necessary for identification. The design, materials, color, and location of the signs shall blend with the environment, utilizing natural materials where possible. The proposed project is consistent with this general plan policy.
- LU 13.8 Avoid the blocking of public views by solid walls. The proposed project is consistent with this general plan policy.

Land Use:

- LU 4.1 Require new development be located and designed to visually enhance, not degrade the character of the surrounding area. The proposed project is consistent with this general plan policy.
 - LU 5.1 Ensure that development does not exceed the ability to adequately provide supporting infrastructure and services. The proposed project is consistent with this general plan policy.
 - LU 6.2 Direct public, educational, religious and utility uses established to serve the community toward those areas for Community Development Uses. The proposed project is consistent with this general plan policy.
 - LU 17.2 Require that adequate and available circulation facilities, water resources, sewer facilities exist to meet the demands of the proposed land use. The proposed project is consistent with this general plan policy.
- B. The proposed use will not be detrimental to the health, safety, or general welfare of the community.

Evidence - The proposed project will not be detrimental to the health, safety, or general welfare of the community in that the project has been designed to meet

and exceed the minimum development standards of the R-R zone, and the other provisions of the Wildomar Municipal Code relating to streets and highways, grading, and light pollution. Further, the project was subject to CEQA guidelines and an DIER was prepared. The DEIR evaluated all potential environmental impacts associated with the project as required by state law. As a result of the DEIR there are 37 mitigation measures that will reduce identified impacts to a level of insignificance directly resulting in protection of the health, safety and general welfare of the public.

PUBLIC COMMUNICATION / NOTICING

In accordance with Wildomar Municipal Code sections 17.208.030 and 17.192.040, the Planning Department, on November 25, 2014, mailed a public hearing notice to all property owners within a 600-foot radius of the project boundaries notifying them of the December 10, 2014 City Council meeting for the proposed project. In addition, on November 28, 2014, the Planning Department published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the December 10, 2014 City Council meeting.

ATTACHMENTS

- A. Resolution No. 2014-___ - Environmental Impact Report
 - Exhibit 1 - Cornerstone Project DEIR - pdf
 - Exhibit 1-A Cornerstone DEIR Appendices - pdf
 - Exhibit 2 - Cornerstone Project FEIR – pdf
 - Exhibit 3 - Cornerstone EIR Findings of Fact/Overrides - pdf
 - Exhibit 4 - Cornerstone Project Mitigation Monitoring/Reporting Program - pdf
- B. Resolution No. 2014-___ for Public Use Permit No. 778, Amendment No. 5
 - Exhibit 1 - Conditions of Approval Matrix
- C. Cornerstone Development Plans Package - pdf
- D. Cornerstone Preschool Building Colored Elevations - pdf
- E. Cornerstone Administration Building Colored Elevations - pdf
- F. Monte Goddard DEIR Comment (dated November 5, 2014) – pdf
- G. Draft Planning Commission meeting minutes (November 5, 2014) - pdf

INCORPORATED HEREIN BY REFERENCE THE FOLLOWING:

- City of Wildomar General Plan and General Plan EIR
- City of Wildomar Zoning Ordinance (Title 17 of the WMC)

ATTACHMENT A

**Council Resolution No. 2014-____
Environmental Impact Report**

RESOLUTION NO. 2014-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (SCH# 2013111005), INCLUDING ADOPTION OF FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM, FOR THE CORNERSTONE CHURCH PROJECT (PUBLIC USE PERMIT NO. 778/AMENDMENT NO. 5, PLANNING APPLICATION NO. 12-0194) CONSISTING OF A TWO-PHASE DEVELOPMENT PROJECT FOR THE CONSTRUCTION OF A 17,315 SQUARE-FOOT PRESCHOOL BUILDING, A 2,438 SQUARE-FOOT MAINTENANCE BUILDING, AND THREE (3) NEW PARKING LOT AREAS WITHIN PHASE 1, AND A 3-STORY, 23,024 SQUARE-FOOT ADMINISTRATION BUILDING WITHIN PHASE 2 LOCATED AT 34570 MONTE VISTA DRIVE (APN: 367-210-008, 018, 034, 035, 039, 041, 043, & 367-140-008).

WHEREAS, the Planning Department has received an application from:

Applicant/Owner: Cornerstone Community Church
Project Location: 34570 Monte Vista Drive
APN: 367-210-008, 018, 034, 035, 039, 041, 043, & 367-140-008
Project Area: 63.51 acres

WHEREAS, the proposed project consists of the following submitted applications for review by the Planning Commission and City Council:

- 1) Environmental Impact Report (EIR) - The proposed project requires the preparation, review and certification of an Environmental Impact Report ("EIR") in accordance with Public Resources Code § 21080(d) and § 21082.2(d).
- 2) Public Use Permit (PUP) – The proposed project requires an amendment to an existing Public Use Permit (PUP No. 778) in accordance with Title 17 of the Wildomar Zoning Ordinance consisting of the following:
 - Phase 1 – to include construction of a 17,315 square-foot preschool building, a 2,438 square-foot maintenance building, and three (3) new parking lot areas, including landscaping improvements and paving of Via Carnaghi Lane; and
 - Phase 2 – to include construction of a 3-story, 23,024 square-foot administration building.

WHEREAS, the proposed Cornerstone Church Project is considered a "project" as defined by the California Environmental Quality Act, Public Resources Code § 21000 et seq. ("CEQA"); and

WHEREAS, the City Council of the City of Wildomar, California, has the authority and has reviewed the proposed Cornerstone Church Project in accordance with the City of Wildomar Municipal Code, Title 17; and

WHEREAS, the Planning Director determined that there was substantial evidence that the Cornerstone Church Project may have one or more significant effects on the environment and that preparation of an Environmental Impact Report ("EIR") was therefore warranted under Public Resources Code § 21080(d) and § 21082.2(d); and,

WHEREAS, the Planning Department prepared and circulated a Notice of Preparation (NOP) of the Cornerstone Church Project Draft EIR from November 1, 2013 through December 2, 2013 in accordance with Section 15082 of the CEQA Guidelines; and

WHEREAS, the City conducted a public scoping meeting concerning the proposed project and Draft EIR on November 18, 2013 in accordance with Section 15082 of the CEQA Guidelines; and

WHEREAS, upon completion of the Draft EIR, the City provided Notice of Completion (NOC) to the State Clearinghouse (OPR) on June 24, 2014 in accordance with Section 15085 of the CEQA Guidelines notifying the State of the availability of the DEIR for its 45-day public review period; and

WHEREAS, on June 24, 2014, the Planning Department published Notice of Availability (NOA) in the Press Enterprise, a local newspaper of general circulation, giving notice to the general public and all interested parties requesting said notice regarding the public review of the Draft EIR (SCH# 2013111005) for the Cornerstone Church Project (PUP No. 778/Planning Application No. 12-0194), and which was posted in two public places for review at: 1) Wildomar City Hall Planning Department, and 2) the City of Wildomar Environmental Documents Center website; and

WHEREAS, the Draft EIR for the Cornerstone Church project was circulated to the public, responsible agencies and other interested parties as required by CEQA Guidelines §15087 and §15105(a) for a period of 45 days commencing on June 24, 2014 and concluding on August 7, 2014; and

WHEREAS, before the close of the public comment period on August 7, 2014, the Planning Department received four (4) public comments on the Draft EIR; and

WHEREAS, the Planning Department has prepared the Final EIR (Exhibit 2 of this Resolution) in accordance which includes, but is not limited to, responses to each of the four (4) comments received during the 45-day public review period. In addition, each commenter received a copy of the responses in the Final DEIR at least 10 days prior to the November 5, 2014 Planning Commission meeting in accordance with CEQA Guidelines; and

WHEREAS, the EIR consists of the following documents included as Exhibits to this Resolution as follows: Exhibit 1: Cornerstone Church Project Draft Environmental Impact Report (SCH# 2013111005); Exhibit 2: Cornerstone Church Project Final Environmental Impact Report; Exhibit 3: Cornerstone Church Project Environmental Impact Report Findings of Fact/Statement of Overriding Considerations, and Exhibit 4: Cornerstone Church Project Mitigation Monitoring and Reporting Program; and

WHEREAS, this EIR, as authorized under CEQA Guidelines § 15150, incorporates by reference the City of Wildomar General Plan, Zoning Ordinance, and the Final EIR prepared for the project; and

WHEREAS, the City of Wildomar Planning Department, on November 25, 2014, gave public notice by mailing a public hearing notice to all property owners within a 600-foot radius of the project boundaries notifying said property owners of the holding of a public hearing for the DEIR and FEIR (and all exhibits) that would be considered by the City of Wildomar City Council on December 10, 2014; and

WHEREAS, the City of Wildomar Planning Department, on November 28, 2014, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the holding of a public hearing for the DEIR and FEIR (and all exhibits) that would be considered by the City of Wildomar City Council on December 10, 2014; and

WHEREAS, the City of Wildomar City Council, upon recommendation of the Planning Commission, conducted the duly noticed public hearing on December 10, 2014, at which time interested persons had an opportunity to testify in support of, or opposition to, the proposed the DEIR and FEIR (and all exhibits) that would be considered by the City of Wildomar City Council, and at which time the City Council received public testimony concerning the DEIR and FEIR.

NOW THEREFORE, the City Council of the City of Wildomar, upon recommendation of the Planning Commission, does hereby resolve, determine and order as follows:

SECTION 1 CEQA FINDINGS.

The City Council, upon recommendation of the Planning Commission, in light of the whole record before it, including but not limited to, the DEIR, including all Technical Appendices (as provided in Exhibit 1 & 1-A of this Resolution), the Final EIR (as provided in Exhibit 2 of this Resolution) the Statement of Facts and Findings, including Overriding Considerations (as provided in Exhibit 3 of this Resolution), the Mitigation Monitoring and Reporting Program (as provided in Exhibit 4 of this Resolution), all documents incorporated by reference therein, any comments received and responses provided, and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, finds and determines that:

1. Preparation of EIR: An Environmental Impact Report was prepared for the Cornerstone Church Project and processed in accordance with the California Environmental Quality Act (Public Resources Code § 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations § 15000 et seq.), and the local CEQA Guidelines.
2. Notice: The City has complied with CEQA Guidelines § 15085 and §15087 by providing a Notice of Completion of the Draft EIR to OPR and a Notice of Availability to responsible and trustee agencies, including the Riverside County Clerk, and other persons and agencies.
3. Review Period: The City has complied with CEQA Guidelines §§ 15087 and 15105 by making the Draft EIR available to the public for review for the required 45-day period of time commencing on June 24, 2014 and concluding on August 7, 2014.
4. Response to Comments: The City has responded to all written comments received during the public review period and included both comments and responses as part of the Final EIR (as provided in Exhibit 2 of this Resolution). In response to these comments, the City has made minor revisions to the Draft EIR. These revisions are identified in the Final EIR and do not constitute significant additional information and do not require recirculation of the Draft EIR.
5. Avoidance / Reduction Significant Effects: The EIR identifies potentially significant effects on the environment that could result, if the project were adopted without changes or alterations, in the project and imposition of mitigation measures. Based thereon, the City Council, upon recommendation of the Planning Commission, further finds that:
 - a) Changes, alterations, and mitigation measures have been incorporated into, or imposed as conditions of approval on, the project.
 - b) These changes, alterations, and mitigation measures will avoid the significant environment effects identified in the EIR or lessen their impact below the threshold of significance.
 - c) These changes, alterations, and mitigation measures are fully enforceable because they have either resulted in an actual change to the project as proposed or they have been imposed as conditions of approval on the project.
 - d) The City has prepared a Mitigation Monitoring and Reporting Program (as provided in Exhibit 4 of this Resolution) to track compliance with these changes, alterations, and mitigation measures identified in the Cornerstone Church Project Environmental Impact Report.
6. Environmental Findings and Statement of Overriding Considerations: Approval of the project will result in one (1) one significant impact that can not be mitigated (i.e., temporary/short term construction noise (Impact 3.8.4); however, all other impacts

have been mitigated through changes, alterations and mitigation measures to a less than significant level pursuant to Section 15092 of the CEQA Guidelines. Pursuant to Section 15093 of CEQA, the City Council, upon recommendation of the Planning Commission, hereby adopts a Statement of Overriding Considerations for temporary/short term construction noise (Impact 3.8.4) as discussed and addressed in the DEIR & FEIR (Statement of Facts and Findings).

7. Independent Judgment: The DEIR and FEIR reflects the independent judgment and analysis of the City.

SECTION 2. CITY COUNCIL ACTION.

Based on the foregoing findings, and on substantial evidence in the whole of the record, the City Council, upon recommendation of the Planning Commission, hereby takes the following actions:

1. Certify EIR: The City Council, upon recommendation of the Planning Commission, adopts the Statement of Facts and Findings, including a Statement of Overriding Considerations (as provided in Exhibit 3 of this Resolution) and certify the Final Environmental Impact Report (SCH# 2013111005) for the Cornerstone Church Project.
2. Approve and Adopt the Mitigation Monitoring and Reporting Program: The City Council, upon recommendation of the Planning Commission, approves and adopts the Mitigation Monitoring and Reporting Program for the Cornerstone Church Project EIR.
3. Notice of Determination: The City Council, upon recommendation of the Planning Commission, in compliance with Public Resources Code § 21152 and CEQA Guidelines § 15094, hereby directs the Planning Director to prepare a Notice of Determination (NOD) concerning certification of the Cornerstone Church Project EIR, and within five (5) days of City Council approval, file the NOD with the Riverside County Clerk for posting.
4. Location: The City Council, upon recommendation of the Planning Commission, hereby directs the Planning Director to provide the Final Environmental Impact Report (SCH# 2013111005) and all documents incorporated therein and forming the record of decision be filed with the City Wildomar Planning Department at the Wildomar City Hall, 23873 Clinton Keith Road, Suite #201, Wildomar, California, 92595 and be made available for public review upon request during the hours of 8 am to 5 pm, Monday – Thursday.

PASSED, APPROVED AND ADOPTED this 10th day of December, 2014.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: December 10, 2014

TO: Mayor and Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Parks Master Plan - Final Draft dated October 2014

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council conduct a workshop to receive public input for the development of the City of Wildomar Parks Master Plan.

BACKGROUND:

On January 22, 2014, the City Council approved, as part of the Development Impact Fee (DIF) Study, a DIF component to prepare/update a Parks Master Plan. Staff recommended an update to the Parks Master Plan because the current Plan was originally prepared for Riverside County Parks, CSA 152 Zone 'A' Wildomar Master Plan for Parks and Recreation, September 30, 2002.

The primary effort of the October 2014 Parks Master Plan updates prototype park amenities and probable costs. The Master Plan introduces general locations for community, neighborhood, minor parks and trail heads. The updated plan initiates the linkage to trails with the prime focus on a future Murrieta Creek Regional Trail.

The City Council Meeting is the fourth opportunity for the community to comment on the October 2014 Parks Master Plan. Staff intends to incorporate the input from these public venues into the final Plan to be presented for adoption in early 2015. The public meetings to date include:

1. October 14, staff / public workshop
2. October 21, Parks Subcommittee / public workshop
3. November 5, 2014 Planning Commission / public workshop

During the City Council meeting, staff will present the various public comments received to date with recommendations of how the October 2014 Final Draft will be amended.

FISCAL IMPACTS:

Fiscal Impacts associated with approval of the planning document include staff time reimbursed through Development Impact Fees for trails. Fiscal impacts associated with implementing actions recommended in the planning document will be addressed during the operating budget approval or amendment process.

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

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Wildomar Parks Master Plan: October 2014

ATTACHMENT A

City of Wildomar



PARKS MASTER PLAN



Public Draft
October 2014

CHAPTER 1 INTRODUCTION

1.1 Purpose	1.1
1.2 Process.....	1.2
1.3 Relation to Other Documents and Agencies	1.5

CHAPTER 2 EXISTING CONDITIONS

2.1 Context.....	2.1
2.2 Existing Public Parks and Open Spaces.....	2.1

CHAPTER 3 PARK STANDARDS

3.1 Introduction.....	3.1
3.2 Park Facility Standards.....	3.1
3.3 Park Amenity Standards.....	3.5

CHAPTER 4 PARK NEEDS AND RECOMMENDED IMPROVEMENTS

4.1 Introduction.....	4.1
4.2 Existing Park Facilities and Service Areas	4.1
4.3 Identifying Gaps in the Park System	4.2
4.4 Recommended Improvements to Existing Park Facilities	4.7

CHAPTER 5 PARK PROTOTYPES

5.1 Introduction.....	5.1
5.2 Park Prototypes.....	5.1
5.3 Park Prototype Amenities & Features	5.5
5.4 Park Prototype Construction Cost Estimates	5.12

TABLES

Table 1.A: Proposed Fees in Lieu of Parkland Dedication	1.4
Table 1.B: Related Documents and Associated Agencies	1.5
Table 1.C: City of Wildomar General Plan Pertinent Goals and Policies.....	1.7
Table 2.A: School Recreational Facilities.....	2.12
Table 3.A: Park Facility Standards	3.3
Table 3.B Quantity of Park Amenities by Park Type.....	3.5
Table 3.C: Park Amenity Design Standards	3.9
Table 4.A: Proposed Park Facilities by Acreage	4.7
Table 5.A: Prototype Plans Legend.....	5.3
Table 5.B: Estimate of Probable Construction Cost for Community Park Prototype.....	5.12
Table 5.C: Estimate of Probable Construction Cost for Neighborhood Park Prototype	5.15
Table 5.D: Estimate of Probable Construction Cost for Tot Lot Park Prototype	5.17

FIGURES

Figure 2.A: Existing Parks and Open Spaces	2.3
Figure 2.B: School Locations	2.15
Figure 4.A: Existing Park Locations and Service Areas	4.3
Figure 4.B: Proposed Parks Locations and Service Areas.....	4.5
Figure 5.A: Community Park Prototype Plan	5.2
Figure 5.B: Neighborhood Park Prototype Plan	5.3
Figure 5.C: Tot Lot Park Prototype Plan.....	5.3

CHAPTER 1

INTRODUCTION



1.1 PURPOSE

Cities and the quality of life they provide are influenced by parks, recreational facilities, and connected open space systems. A Parks Master Plan provides a clearly defined guide to the long-term development of public parks, ensuring that future development will contribute to the creation of a comprehensive parks system. A well-planned parks system offers the following community benefits: recreation places, improved air quality, community identity and sense of place, civic and social meeting spaces, enhanced community aesthetics, increased economic activity, alternative transportation routes, wildlife habitats, and opportunities for education.

The Wildomar Parks Master Plan (WPMP) sets forth a vision for the city and establishes tools to attain that vision. The plan identifies the existing conditions of parks and park facilities, outlines the recreational needs and demands of city residents, defines park standards, and provides a strategic plan for the long-term improvement and expansion of parks in Wildomar. The specific objectives of the plan include:

- Create a mechanism that facilitates the implementation of the General Plan.
- Identify existing parks, trails, and related resources and the degree to which the Wildomar community is being served.
- Identify appropriate sites for future parks and connections to existing trails and open spaces.
- Enumerate parks standards and policies.
- Prepare three conceptual prototype park site plans with associated probable opinions of cost.





As outlined in the 2014 Wildomar General Plan, the WPMP should:

- Link the city's parks and trails where feasible.
- Provide park prototypes with typical elements and associated costs.
- Link parks to open space and conserved areas where feasible.
- Protect natural drainage and encourage the use of open space as bioswales.
- Allow for a variety of parks for different age levels, ranging from playgrounds for children under the age of two to regional facilities.

1.2 PROCESS

Over a decade before the planning process for this Parks Master Plan was initiated, the Wildomar community agreed that the provision of parks, recreation facilities, and trails was a priority. Public outreach conducted in 2001 in conjunction with the Riverside County Services Area 152 Parks and Recreation Master Plan (CSA-152 Parks Plan) identified the following community priorities:

- Land acquisition for new parks.
- A trail system connected to parks.
- A large, centrally located park with a community center, sports facilities, and a variety of programming for all ages.
- Generation of funds for the operation and management of parks and facilities.

In 2008, Riverside County Services Area 152 incorporated as the City of Wildomar. In 2015, the City of Wildomar will form a Parks and Recreation Commission, which will serve as the governing body for this Parks Master Plan. Since 2008, the following processes have been established to maintain existing parks, expand the park system, and provide parks facilities and services to the community:

Ordinance 71 (Measure Z)

Ordinance 71 of the City of Wildomar Municipal Code, effective July 1, 2013, after the passage of Measure Z, authorizes a special tax to provide funding for community parks and park-related facilities, programs, and services. The tax is set at \$28 per parcel per year and applies to all parcels in Wildomar. The revenue, designated the “Wildomar Community Parks Special Tax Fund,” may only be used for funding, repair, operation, and maintenance of community parks and community park-related facilities, programs, and services within the city.

Zoning Ordinance

Section 16.20.020 of the Zoning Ordinance, titled “Park and recreation fees and dedications,” outlines the process for the dedication of land or the payment of in-lieu fees for park and recreational facilities in Wildomar. According to the code, these regulations apply in cases where land is to be subdivided for residential use. The amount of land to be dedicated or fees paid is determined by multiplying the number of dwelling units in the subdivision by the average number of persons per unit by the number of acres of parkland required per person. Fees are based either on the fair market value of the land or on a fixed in-lieu fee rate, as adopted by the City Council. To date, a fee schedule has not been adopted. Fees paid are to be deposited into a Subdivision Park Trust Fund and may only be used to develop new parks or rehabilitate existing parks and recreational facilities.



Regency Heritage Park, Wildomar, CA



Subdivision Map Act & Quimby Act

In 2013, the City of Wildomar commissioned an Impact Fee Study Report, which outlines the standard state requirements for parkland dedication and in-lieu fees according to the California Subdivision Map Act and the Quimby Act. The Quimby Act, part of California’s Subdivision Map Act, authorizes cities to require residential developers to dedicate land for parks or to pay fees in lieu of dedication. The standard method for determining the requirement is 3.0 acres of parkland per thousand new residents. The standard applies, even if the existing ratio of parkland to population is less than 3.0 acres per thousand, as is the case in Wildomar.

The Impact Fee Study proposes that Wildomar enact park impact fees equal to the in-lieu fees, which would apply to any residential development not involving a subdivision (e.g., development on existing lots). The report also proposes a fee schedule for Wildomar, which has not yet been adopted by the City Council. Currently, the Zoning Ordinance requires that fees are based on the fair market value of the land, as outlined above.

Table 1.A lists the in-lieu fees, as proposed by the 2013 Impact Fee Study Report, for developers in Wildomar.

Table 1.A: Proposed Fees in Lieu of Parkland Dedication

Impact Fee Type	Residential Single-Family	Residential Multi-Family	Commercial	Office	Industrial/Business Park
Unit Type	DU*	DU*	KSF*	KSF*	KSF*
Parks	\$418.50	\$297.00	\$0.00	\$0.00	\$0.00
Admin Cost	\$22.43	\$22.43	n/a	n/a	n/a
Total	\$440.93	\$319.43	n/a	n/a	n/a

NOTES:

*DU = dwelling unit; KSF = 1,000 gross square feet of building area

Single-family residential drainage fees vary with density; fee shown is for medium-high density; for a complete breakdown of drainage fees for residential development, see Table 11.4.

Adjustment for administration and study costs = total fees X 0.0048

1.4 Wildomar Parks Master Plan

1.3 RELATION TO OTHER DOCUMENTS AND AGENCIES

In all plans, it is practical to build on the planning documents that precede them. The practices covered in this document are also the subject of other city, state, and federal regulations, codes, and planning guidelines. This section explains the documents and regulations upon which this plan was built.



Table 1.B summarizes the documents and associated agencies that are covered in this section.

Table 1.B: Related Documents and Associated Agencies

Document Name	Associated Agencies
City of Wildomar General Plan	City of Wildomar, all departments
CSA-152 Parks Plan	Riverside County Regional Park and Open-Space District
Murrieta Creek Regional Trail Project	City of Lake Elsinore, Lake, Parks & Recreation City of Murrieta, Community Services City of Temecula, Planning Department City of Wildomar, Community Services Sierra Club, Santa Margarita Group of the San Gorgonio Chapter Wildomar Multi-Use Trails Association
Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP)	County of Riverside, Transportation and Land Management Agency

Overview

Wildomar’s General Plan contains goals and policies that direct the development of public parks and recreation areas. The guiding principles of the plan include an interest in maintaining the rural origins of the city through design and development approaches. In addition to the citywide parks and recreation policies, the development of parks in Wildomar must complement regional planning efforts and comply with regional policies. The CSA-152 Parks Plan (former parks master plan for the county service area that includes Wildomar) captures the state of parks and recreation in Wildomar





in 2002, including the priorities of the community, park infrastructure, and goals at that time. The Murietta Creek Regional Trail Project establishes a plan to create a trail that links the cities of Temecula, Murrieta, Wildomar, and Lake Elsinore through the creation of a connected network of trails and parks. The WPMP builds on all of these documents.

The plans, policies, and codes that bear relation to the WPMP include:

City of Wildomar General Plan, 2014

As the official policy statement and planning framework, the General Plan is provided to guide private and public development in Wildomar. The Parks Master Plan implements the policies and goals of the Wildomar General Plan pursuant the laws of the State of California, which requires that each city prepare and adopt a comprehensive, long-term plan. Implementing documents, including the Parks Master Plan, must be consistent with the City's adopted General Plan. The General Plan includes the Open Space and Conservation Element, which includes the City's goals and policies related to parks and recreation and outlines the actions the City will take to ensure that the residents' needs and desires in this area are recognized and addressed.

Table 1.C lists the specific goals and policies pertinent to parks planning at the local level.

Table 1.C: City of Wildomar General Plan Pertinent Goals and Policies

City of Wildomar General Plan (2014) Goals
Goal OSC-1: Maintain and expand outdoor recreation opportunities for all residents.
Goal OSC-2: Provide active and passive park facilities and recreation programs that satisfy the leisure time and recreation needs of all residents.
Goal OSC-3: Develop a citywide trails system that provides safe, convenient, and attractive off-street opportunities for residents to travel, recreate, and exercise.
Goal OSC-7: Develop and adopt a Parks Master Plan.
City of Wildomar General Plan (2014) Park Policies
Policy OSC-1: Provide for the reasonable needs of all people in the parks system, regardless of their socioeconomic status, ethnicity, physical capabilities, or age.
Policy OSC-2: Require the provision of public and private recreation facilities concurrent with the development they serve.
Policy OSC-3: Require new development to provide implementation strategies for the funding of both active and passive parks and recreational sites.
Policy OSC-4: Develop a Parks Master Plan, which will include the following components: <ul style="list-style-type: none"> • Link the city’s parks and trails where feasible. • Provide “basic park” prototypes (i.e., Neighborhood Parks, Community Parks, Special Use Recreational Facilities, etc.) and include the cost of the park and improvements in Development Impact Fees. • Link parks to open space and conserved areas where feasible. • Protect drainages and encourage the use of open space as bioswales. • Allow for a variety of parks for different age levels ranging from playgrounds for children under the age of two to regional facilities. <p>ACTION OCS-4.1: Prepare and adopt a Parks Master Plan.</p> <p>ACTION OCS-4.2: As part of the review of development projects, ensure that public parks and trails are provided that meet the City’s criteria and that implement the City’s Parks Master Plan.</p>
City of Wildomar General Plan (2014) Trail Policies
Policy OSC-9: Provide for connectivity in the trails system in Wildomar, so that all trails are linked to the extent possible for greater use as recreational and travel routes. Include the following features in the trails system. <ul style="list-style-type: none"> • Trails should link residential areas with parks, commercial and office areas, and other destinations. • Joint pedestrian and bicycle trails along major roadways should avoid meanders or other design features that make bicycle use less convenient or safe. • Trails should be located off-street to the extent possible. • Easements such as access roads should be placed in joint use as trails. • Trails should be accessible to law enforcement and emergency personnel. <p>ACTION OCS-9.1: As part of the review of development projects, ensure that public parks and trails are provided that meet the City’s criteria.</p>
City of Wildomar General Plan (2014) Open Space Policies
Policy OSC-11: Maintain and conserve superior examples of native trees, natural vegetation, stands of established trees, and other features for ecosystem, aesthetic, and water conservation purposes. (OS 9.3)



CSA-152 Parks Plan, 2002

The WPMP draws from, builds upon, and ultimately replaces the CSA 152 Parks Plan, which was created in 2002 as the Parks and Recreation Master Plan for County Services Area 152, prior to the incorporation of Wildomar. The report includes a background of the area, an existing conditions analysis, and conceptual park prototypes. The goal of the report was to identify the recreational needs and demands of the area and to provide a strategic plan for the acquisition and development of new parks and recreation facilities. Many changes have occurred since the report was created. The WPMP highlights the relevant research from the CSA-152 Parks Plan and provides updated information.

Murrieta Creek Regional Trail Project

The WPMP considers the existing and potential connections between parks and trails. The Murrieta Creek Regional Trail Project establishes a plan to create a multi-use, non-motorized trail system along the river that connects the cities of Temecula, Murrieta, Wildomar, and Lake Elsinore, ultimately re-creating the trail that existed there in the late nineteenth century. The project planning team is made up of agencies from the affected cities, as listed in Table 1B. The project's goals are to promote urban accessibility and connectivity, healthy lifestyles, community economics, sustainable development, community partnerships, and awareness and appreciation of the outdoors. The portion of the proposed regional trail that would run through Wildomar is divided into the following three sections:

- **Section 7:** Copper Canyon Park to McVicar Street. This section of the trail does not connect to any existing parks in Wildomar.
- **Section 8:** McVicar Street to Wesley Street. This section of the trail does not connect to any existing parks in Wildomar, but it has the potential to connect to the historic Wildomar Cemetery at Central Avenue and Palomar Street.

- **Section 9:** Wesley Street to Serenity Park. This section of the trail is mostly undeveloped, but it would run approximately 1.5 miles from Wesley Street to Serenity Park, passing Marna O'Brien Park and possibly connecting via a detour to Regency Heritage Park.

Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP)

The MSHCP, commissioned by the County of Riverside Transportation and Land Management Agency, is a multi-jurisdictional habitat conservation plan focused on the conservation of species and their habitats in western Riverside County. In conjunction with other habitat conservation plans in Southern California, the goal of the plan is to maintain biological and ecological diversity within a rapidly urbanizing region. Guidelines and policies for existing conserved land are detailed in the plan. Wildomar contains 1,122 acres of existing conserved land, which is intended to protect wildlife habitat and as such does not contribute to the park and recreation requirements in Wildomar and is not accessible to the public. Parks are intended to serve a primarily recreational purpose, whereas conservation lands serve to conserve habitat lands for native flora and fauna. Furthermore, existing conserved lands do not fall within the City of Wildomar's jurisdiction.



CHAPTER 2

EXISTING CONDITIONS



2.1 CONTEXT

The City of Wildomar, incorporated in 2008, lies at the southwestern edge of Riverside County. Located 75 miles southeast of the Los Angeles region along Interstate 15 (I-15), Wildomar is a growing community comfortably nestled in a valley bordered by the Cleveland National Forest to the west and rolling hills to the east. Wildomar is generally bounded on the north by the City of Lake Elsinore, on the east by the City of Menifee, and on the south by the City of Murrieta. The city is a lightly populated area with a rural character.

Although the area has historically been a ranching and farming community, the city has grown and developed substantially over the last two decades due to its proximity to the I-15 and the Los Angeles region. In 2000, the US Census reported that just over 14,000 persons lived in Wildomar; ten years later, the 2010 Census counted more than 32,000 residents, a 130 percent increase. Today, the city contains approximately 9,800 households. Most of these households, about 80 percent, are families with children.¹

2.2 EXISTING PUBLIC PARKS AND OPEN SPACES

Wildomar’s open spaces predominantly consist of wildlife conservation areas scattered throughout the northeastern part of the city. Wildomar is also home to three parks that provide recreational opportunities for its residents on just over 14 acres of parkland. When Wildomar was incorporated in 2008, it was granted the three parks within its boundaries by Riverside County: Marna O’Brien Park, Regency Heritage Park, and



1. Data source: US Census Bureau, 2008–2012 American Community Survey



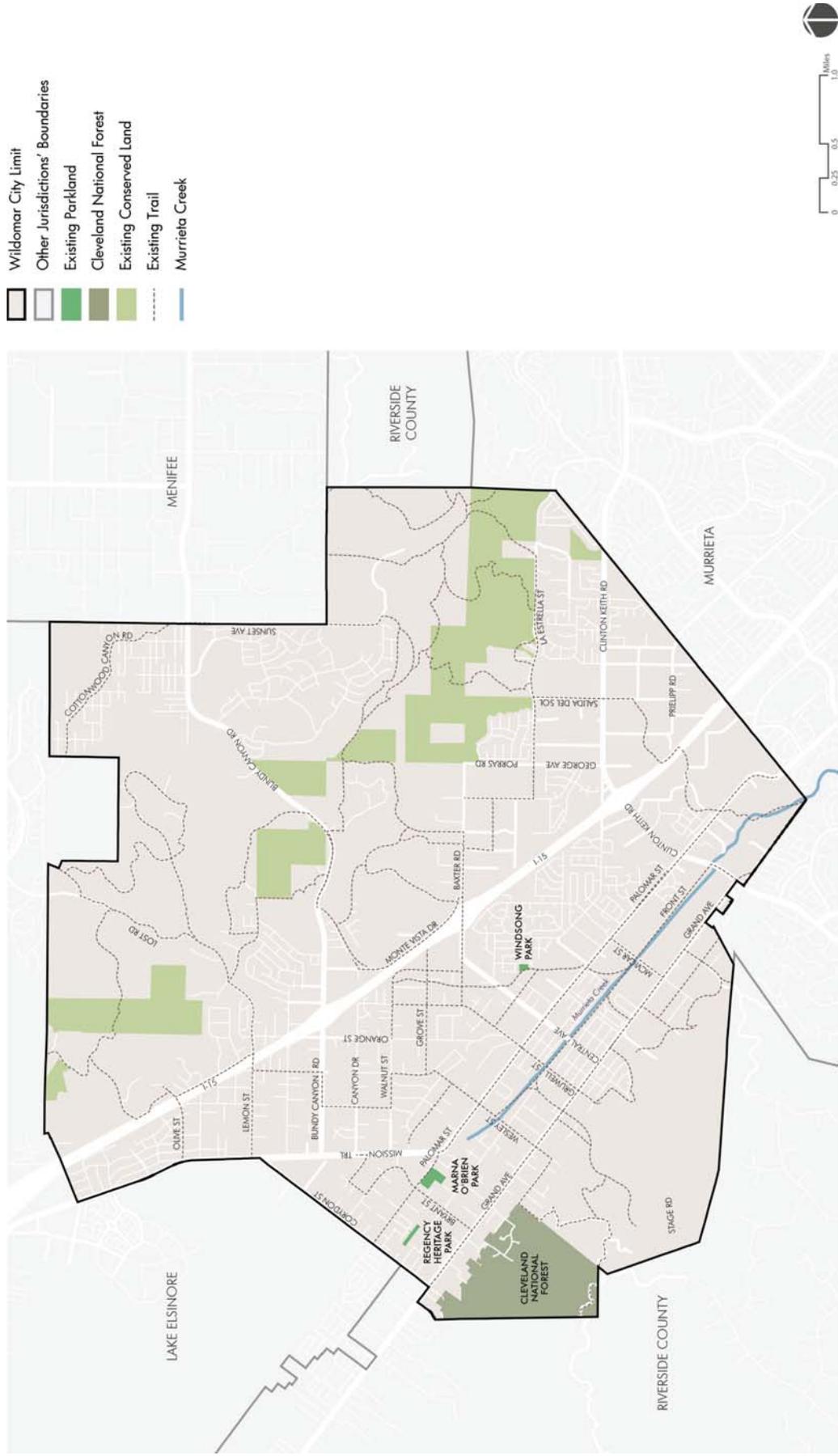
Windsong Park. The location of existing parks and open spaces in the city are shown in the map below.

For planning purposes, traditional developed parks are broken down into three categories: community parks, neighborhood parks, and mini parks or tot lots. The rationale is that these park categories constitute the recreation facilities which provide for a variety of everyday needs based on size, amenities, and surrounding population.

Community parks provide a broad range of both passive and active recreational opportunities, but their primary purpose is to offer active recreational opportunities for use by a larger segment of the population than neighborhood parks. They allow for recreational opportunities not feasible or desirable at the neighborhood level. Community parks can be anywhere from 15 to 40 acres in size and serve an area about 1.5 miles around the park. Facilities often found at community parks might include dedicated sports fields/courts, amphitheatres, playgrounds, and group picnic areas. Large special events such as festivals and concerts might also be held in community parks. Wildomar does not currently have any community parks within its boundaries.

Neighborhood parks are intended to serve residents who live in close proximity; however, they also contribute to the overall park system available to the entire community. Ideally, everyone in the city would live within convenient walking distance of a neighborhood park, which would serve as the recreational and social focus of the neighborhood. Neighborhood parks are generally approximately 3 to 12 acres in size and serve an area about a half-mile around the park. Approximately 50 percent of the park area should be for active recreation and the remaining 50 percent for passive activities, reserve, ornamentation, and conservation as appropriate. Amenities should accommodate a wide range of age groups and often include large grassy areas for

Figure 2.A: Existing Parks and Open Spaces



This page is intentionally left blank.

informal active play, children’s playgrounds, and/or a mix of other recreational facilities such as basketball and tennis courts, community vegetable gardens, bocce courts, etc. The city currently has two neighborhood parks within its boundaries: Marna O’Brien Park and Regency Heritage Park.

Tot lots are the smallest park classification and are used to address limited or isolated daily recreational needs of nearby residents. They can include both active and passive uses. Tot lots can be anywhere from 10,000 square feet to 2 acres in size and serve an area less than a quarter mile around the park. They typically include children’s play areas, sitting areas, and limited green space, but are not large enough to contain sports fields. The city currently has one tot lot within its boundaries: Windsong Park.

Other types of parks and open spaces include golf courses, regional parks, trails, sports facilities, and school grounds, all of which are important components of the overall park system. These types of parks and facilities are described in subsequent sections of this chapter.

Sections 2.2.1 and 2.2.2 outline the existing park inventory in Wildomar by classification.



2.2.1 Existing Neighborhood Parks

The city currently contains two neighborhood parks, outlined below.

Marna O'Brien Park

Size: 9 acres

Location: Palomar Street



Map Key	Amenity	Number	Additional Details
A	Playground, ages 5–12 years	1	
B	Basketball court (full-size)	2	
C	Restroom facility (including ADA accessible stall)	1	
D	Drinking fountain	1	
E	Decomposed granite walkways	859.5 linear feet (0.16 mi)	
F	Baseball field	3	
G	Exercise station	2	
H	Undemarcated soccer field	2	Area overlaps with the baseball fields.
I	Park benches	8	
J	Picnic table, uncovered	2	
K	Picnic table, covered	9	
L	Picnic shade structure	3	Each contains two of the covered picnic tables.
M	Gazebo/snack bar	1	Contains three of the covered picnic tables. The gazebos are available for use by private parties when reservations are made through the City.
N	Bike racks	1	
O	Open play area	4,300 sq feet	
P	Parking lot	150 Spaces	1 lot



Regency Heritage Park

Size: 3.25 acres

Location: Autumn Oaks Place. The park is designed with direct access so that its facilities can be shared with William Collier Elementary School.



Map Key	Amenity	Number	Additional Details
A	Playground, ages 5–12 years	1	
B	Basketball half-court	2	
C	Dog park	1	Fenced
D	Decomposed granite walkways	892 linear feet (0.17 mi)	
E	Park benches	6	Additional benches included in the dog park
F	Picnic tables, covered	11	
G	Picnic shade structures	3	One shade structure has four of the covered picnic tables, and two shade structures have three each of the covered picnic tables.
H	Open play area	5,442 sq feet	



2.22 Existing Tot Lots

The city currently contains one tot lot, outlined below.

Windsong Park

Size: 2 acres
Location: Prairie Road



Map Key	Amenity	Number	Additional Details
A	Playground equipment, ages 2–5	1	
B	Basketball court (full-size)	1	
C	Perimeter pedestrian walkway	736 linear feet (0.14 mi)	
D	Park benches	4	
E	Picnic tables, covered	2	
F	Picnic shade structures	3	One shade structure has two of the covered picnic tables. The other two structures stand alone.
G	Bike racks	0	
H	Open play area	3,229 sq feet	





2.3 Existing Recreational Facilities and Programs

Currently, there are no facilities for organized sports play or other recreational activities within the city. However, school grounds provide additional recreational open space and indoor activity spaces that may be made available to the public after school hours on weekdays and on the weekend. These facilities are a key component in meeting the recreational needs of the community. **Figure 2.B** shows the location of schools in Wildomar. Active recreational facilities available at each school are outlined in **Table 2.A**.

Table 2.A: School Recreational Facilities

Site	Athletic Field	Athletic Track	Beach Volleyball Courts	Baseball Fields	Basketball Indoor	Basketball Outdoor	Football Stadium	Play Equipment	Swimming Pool	Softball Fields	Tennis Courts
William Collier ES	X					X		X			
Donald Graham ES	X					X		X			
Ronald Reagan ES	X					X		X			
Wildomar ES	X					X		X			
David A. Brown MS	X	X				X					
Elsinore HS	X	X	X	X	X	X	X		X	X	X

2.4 Existing Wildlife Corridors and Habitats

Open space preservation serves multiple functions, including protection of natural open areas, watersheds, environmentally sensitive areas such as creeks and riparian areas, wildlife habitat, hillsides, and visual resources. The Cleveland National Forest forms the western boundary of the city and encompasses large portions of the Santa Ana and Elsinore mountains. This area is characterized by natural open space and outdoor recreational uses, with pockets of rural residential and wilderness-oriented visitor-serving uses scattered along State Route 74.

Wildomar contains approximately 1,122 acres of conservation land scattered throughout the northeastern part of the city (see Figure 2.A). As mentioned previously, Wildomar is a participant in the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP), the goal of which is to maintain biological and ecological diversity within a rapidly urbanizing region. Although about 65 acres of the open space preserves in Wildomar may be accessible to the public, conservation land is generally off-limits in order to protect sensitive ecosystems and wildlife habitats. As such, the conservation areas within the city do not contribute to the parks and open space requirements in Wildomar, which serve a primarily recreational purpose as opposed to a conservation purpose.

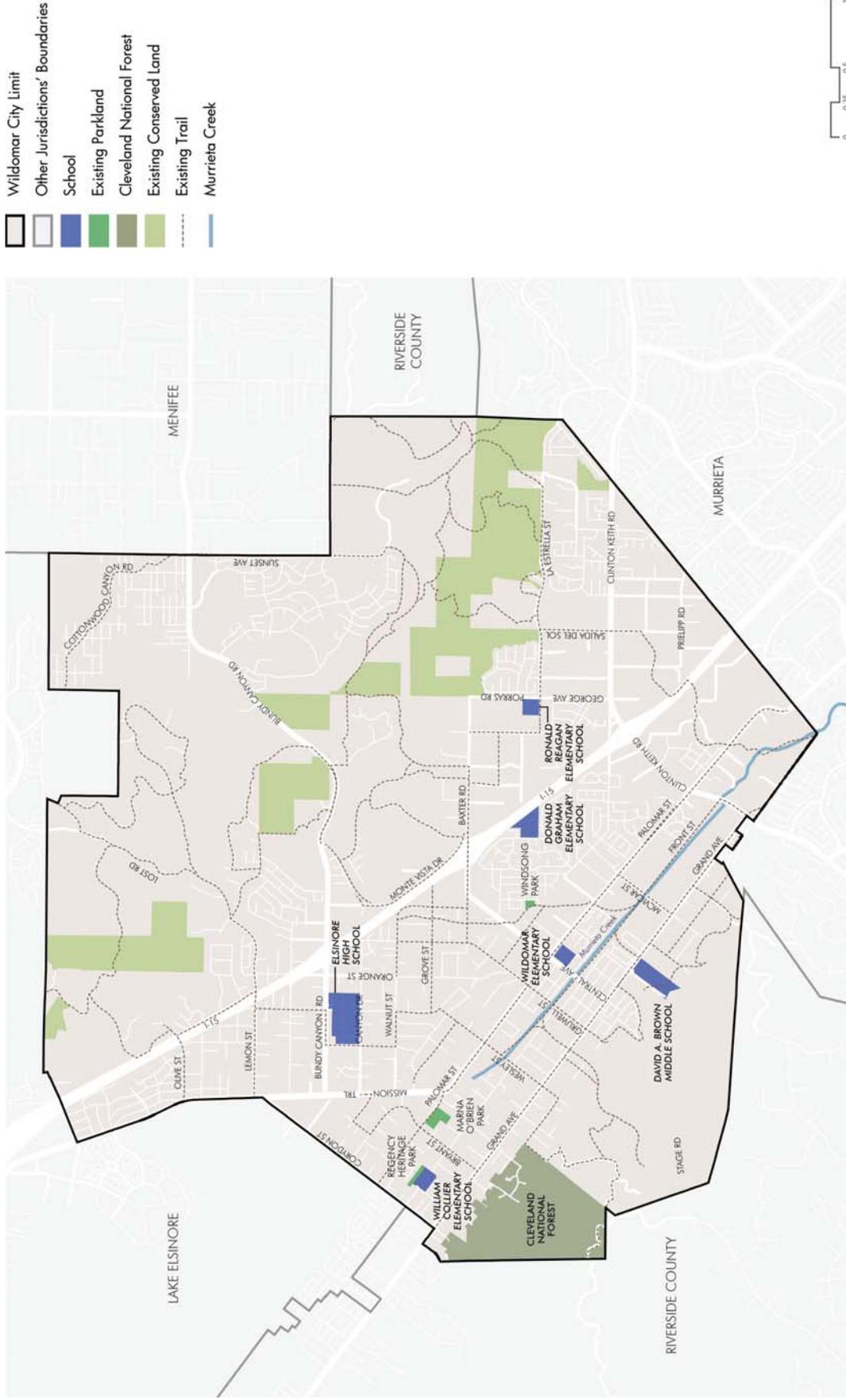




2.5 Existing Trails and the Murrieta Creek Trail Project

Wildomar currently contains a system of local community trails, regional trails, and historic trails (see **Figure 1.1**). The City recognizes that a series of multi-use trails is a key component in providing recreational amenities and developing a linked park and open space system. A primary objective for the trail system is to provide connectivity between neighborhoods, open space and park areas, and regional trails beyond the city limits. Trails are also designed to incorporate the historic trails throughout the city while preserving sensitive open space and wildlife corridors. At present, only two existing trails link to city parks. The Palomar Street Trail is an unimproved trail corridor that runs along Palomar Street from the city's southern boundary to Corydon Road, passing by Marna O'Brien Park. Windsong Park is connected to a historic trail that runs from Palomar Street north to Walnut Street.

Figure 2.B: School Locations



The regional trails running through Wildomar are outlined in the Murrieta Creek Regional Trail Project, which aims to create a multi-use, non-motorized trail system along the river that connects the cities of Temecula, Murrieta, Wildomar, and Lake Elsinore, ultimately re-creating the trail that existed there in the late nineteenth century. The project planning team is made up of agencies from these participating cities. The goals of the project are to promote urban accessibility and connectivity, healthy lifestyles, community economics, sustainable development, community partnerships, and awareness and appreciation of the outdoors. The portions of the Murrieta Creek Trail that run through or are proposed for Wildomar are as follows:

- **Section 7:** Copper Canyon Park to McVicar Street. Trail section 7 is a proposed multi-use path that would connect Copper Canyon Park in Murrieta to an existing Wildomar creek trail that starts at Clinton Keith Road and continues north to McVicar Street. The proposed trail would be 10 feet wide with an adjacent 5-foot-wide concrete sidewalk on both sides of Clinton Keith Road. As a multi-use trail, it would accommodate pedestrians, bicyclists, and equestrians. The proposed trail would not include any amenities, but is close to bus transit stops on Grand Avenue and Palomar Street. The existing city trail from Clinton Keith Road to McVicar Street is approximately 15 feet wide and consists of unimproved, natural surface material with loose rock. Trail section 7 does not connect to any existing parks in Wildomar.
- **Section 8:** McVicar Street to Wesley Street. Trail section 8 stretches 1.5 miles along the west side of Murrieta Creek between McVicar Street and Wesley Street. This section of trail includes a steel frame bridge across Murrieta Creek and passes by the historic Wildomar bell, located at Wildomar Elementary School at Central Avenue and Palomar Street. The trail is accessible by public transportation at Grand Avenue and Palomar Street. It has multiple



inlets at McVicar Street, Wesley Street, Central Street, Gruwell Street, and at the creek inlet on Union Street. This section of the trail is well used by walkers and joggers and offers a flat, uniform natural dirt trail surface, with an approximate width of 15 feet. Trail section 8 does not connect to any existing parks in Wildomar, but it has the potential to connect to the historic Wildomar Cemetery at Central Avenue and Palomar Street.

- **Section 9:** Wesley Street to Serenity Park. Currently, there is only one short section of existing trail in this area, consisting of decomposed granite, along Grand Avenue. Trail section 9 includes a proposed multi-use path that would extend the Murrieta Creek Trail to Wildomar's northern boundary with the City of Lake Elsinore at Corydon Road. The proposed trail would run approximately 1.5 miles from Wesley Street to Serenity Park, passing by and potentially providing access to Marna O'Brien Park and Regency Heritage Park. This section of trail could also function as an important connector to the historic Butterfield Overland Trail. A 10-foot-wide multi-use trail and adjacent 5-foot-wide concrete sidewalk are planned for Palomar Street and Union Street. The trail will be accessible by public transportation from bus transit stops along Grand Avenue and Palomar Street.

CHAPTER 3

PARK STANDARDS

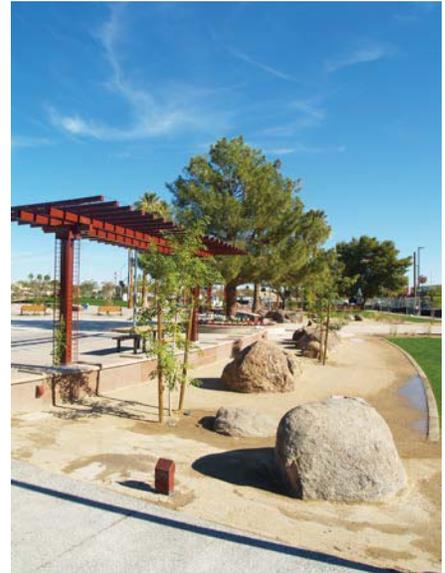


3.1 INTRODUCTION

This chapter identifies standards for the three main types of park facilities: tot lots, neighborhood parks, and community parks. Each park facility should meet minimum standards of quality and space to effectively and safely perform its intended function. This chapter sets parameters for the site size, service area, location, and desired site characteristics of each park facility type. In addition, the chapter sets standards for park amenities (e.g., benches, play equipment, and sports fields), including minimum number and design standards for the size, layout, and orientation of each park amenity. It is important to incorporate some flexibility in the standards to allow each park to meet the needs of the population within its service area and respond to site context and constraints. Therefore, a number of optional elements and context-specific considerations are built into the standards. All park designs must also meet applicable codes and governing regulations, such as Americans with Disabilities Act (ADA) requirements.

3.2 PARK FACILITY STANDARDS

*Park facility standards for each park type are outlined in **Table 3.A**.*



This page is intentionally left blank.

Table 3.A: Park Facility Standards

Park Standard	Tot Lot		Neighborhood Park		Community Park		Standards for All Park Types	
	10,000 sq ft-2 acres	Less than 1/4 mile distance	3-15 acres	1-2 mile	15-40 acres	1.5 miles		
Size of park								
Service area (approximate area around the park that it serves)								
Location (type of street, proximity to school, etc.)	Residential setting with ease of access throughout the service area.	Residential setting. May be located adjacent to school sites or other municipal facilities. Should be fronted by at least one public street with two frontages, and neither frontage should be an arterial street. Park should be located for easy and convenient pedestrian access throughout the neighborhood, and preferably located along or within easy trail linkage to existing trail system.	Well-drained and suitable soils for park landscaping. Favorable exposure to natural elements; topographic diversity yet containing enough level topography suitable for grading turf play areas; free of environmental hazards; mature trees.	Residential setting. May be located adjacent to school sites or other municipal facilities. Should be fronted by at least one public street with two frontages, and neither frontage should be an arterial street. Park should be located for easy and convenient pedestrian access throughout the neighborhood, and preferably located along or within easy trail linkage to existing trail system.	Consideration should be given to selecting sites with unique landscapes within the community. Suitable soils, positive drainage, varying topography, and a variety of vegetation. Adjacent to natural resource areas and greenways. Lakes, ponds, and rivers may be associated with community parks.	May be collocated with schools or adjacent to other municipal facilities. Park should be fronted by two public streets, one being an arterial street. Park should be located for easy and convenient pedestrian access throughout the neighborhood and preferably located along or within easy linkage to existing trail system.		
Desired site characteristics (topography, solar access, existing trees, etc.)	Highly visible location with shade trees and well-drained and suitable soils.							5% average slope. Trees that rest near or on the border of a property would be considered desirable, allowing the potential to be retained to act as a screening buffer and shade along the edges of the property. Development should occur around existing trees throughout the property, if significant grading operations are not necessary.
Amenities (for specific quantity of park elements by park type, see Table 3.B)	Small playground, small lawn, and periphery plantings.							
Safety/security (lighting, CPTED, safe equipment, etc.)	Age-appropriate equipment with clear signage on usage and hours of operation. Very open visible area with sight lines. Located near social gathering areas and with perimeter seating and high sunlighting.							
Access	Clearly marked and well-lit entry points for vehicles, pedestrians, and cyclists.							
Sustainable stormwater management	Should identify opportunity for using depressed green space as stormwater mitigation with sustainable stormwater features.							

This page is intentionally left blank.

3.3 PARK AMENITY STANDARDS

Park amenity standards are set out in two tables. The first table, Table 3.B, identifies the minimum quantity of park amenities that must be included in each park facility type. The second table, Table 3.C, identifies the minimum design standards for size, space, orientation, surface material, and parking for each park amenity.

Table 3.B: Quantity of Park Amenities by Park Type

Minimum Park Amenity Standards			
<i>Park Amenity</i>	<i>Tot Lot (10K sq ft–2 ac)</i>	<i>Neighborhood Park (3–15 ac)</i>	<i>Community Park (15–40 ac)</i>
REQUIRED OUTDOOR AMENITIES			
ADA-compliant walking path/ loop	<i>n/a</i>	<i>Path adjacent to perimeter of park, minimum of 1/4 mile in length</i>	<i>Path adjacent to perimeter of park, minimum of 1/2 mile in length</i>
Park benches	<i>2 benches</i>	<i>1 bench per acre (locate 1 of the required benches adjacent to each play area)</i>	<i>15 benches; add 1 bench for every 3 acres over 15 acres</i>
Family picnic tables	<i>2 tables</i>	<i>5 tables; 2 bbq pits (add 1 table for every 1 acre over 5-acre park)</i>	<i>10 tables; 4 bbq pits (add 1 table for every 1 acre over 15-acre park)</i>
Group picnic shade structure	<i>n/a</i>	<i>1 structure covering 2–4 of the total number of tables required</i>	<i>Structure(s) covering 4–8 of the total number of tables required</i>
Open play area	<i>n/a</i>	<i>5% of total site; 30% of the open play area shall be lawn, and the remaining area can be any combination of wood chips, decomposed granite, or resilient paving</i>	<i>5% of total site; 30% of the open play area shall be lawn, and the remaining area can be any combination of wood chips, decomposed granite, or resilient paving</i>
Outdoor sports courts¹ (basketball, tennis, volleyball)	<i>n/a</i>	<i>2 courts (add 1 for every 5 acres over 5 acres)²</i>	<i>5 courts (add 1 for every 5 acres over 15 acres)²</i>
Sports field (baseball/softball/soccer field)	<i>n/a</i>	<i>1 sport field for every 5 acres; multi-use sports fields are encouraged^{2, 3}</i>	<i>4 sport fields (add 1 for every 5 acres over 15 acres); multi-use sports fields are encouraged^{2, 3}</i>

Minimum Park Amenity Standards			
<i>Park Amenity</i>	<i>Tot Lot (10K sq ft–2 ac)</i>	<i>Neighborhood Park (3–15 ac)</i>	<i>Community Park (15–40 ac)</i>
Younger children’s playground area (ages 2–5) (should be located adjacent to older children’s play area)	1	1	1
Sign indicating age group	1 for each play area	1 for each play area	1 for each play area
Fall zone surfacing (engineered wood fiber, sand area, and/or resilient paving)	Provide fall zone area of 6 feet around all play equipment		
Playground events	Select play equipment for the play area that includes three or more of the following activities/events: climbing structure, slide, swing, spinner, rocker, balance-oriented, hanging bars. Include appropriate quantity of ADA accessible activities as required by law.	Select play equipment for the play area that includes four or more of the following activities/events: climbing structure, slide, swing, spinner, rocker, balance-oriented, hanging bars. Include appropriate quantity of ADA accessible activities as required by law.	Select play equipment for the play area that includes four or more of the following activities/events: climbing structure, slide, swing, spinner, rocker, balance-oriented event, hanging bars. Include appropriate quantity of ADA accessible activities as required by law.
Older children’s play area* (ages 5–12) (should be located adjacent to younger children’s play area)	Optional	1	1
Sign indicating age group	1 for each play area	1 for each play area	1 for each play area
Fall zone surfacing (engineered wood fiber or sand area or resilient paving)	Provide fall zone area of 6 feet around all play equipment		

Minimum Park Amenity Standards			
<i>Park Amenity</i>	<i>Tot Lot (10K sq ft–2 ac)</i>	<i>Neighborhood Park (3–15 ac)</i>	<i>Community Park (15–40 ac)</i>
Playground events	Select play equipment for the play area that includes three or more of the following activities/events: older climbing structure/net, slide, swing, spinner, rocker, balance-oriented, hanging bars, seesaw, merry-go-round, climbing rock. Include appropriate quantity of ADA accessible activities as required by law.	Select play equipment for the play area that includes four or more of the following activities/events: older climbing structure/net, slide, swing, spinner, rocker, balance-oriented, hanging bars, seesaw, merry-go-round, climbing rock. Include appropriate quantity of ADA accessible activities as required by law.	Select play equipment for the play area that includes four or more of the following activities/events: older climbing structure/net, slide, swing, spinner, rocker, balance-oriented, hanging bars, seesaw, merry-go-round, climbing rock. Include appropriate quantity of ADA accessible activities as required by law.
Swimming pool (indoor or outdoor)	n/a	n/a	1 at 75 feet x 45 feet
Fitness course/stations	n/a	Optional	1
Outdoor concessions/ vendor space	n/a	Designate space for temporary shade structures	Designate space for temporary shade structures
Drinking fountain	Optional	1	2
Trash/recycling bins	1	1 trash and recycling bin for every 3 acres	1 trash and recycling bin for every 3 acres
REQUIRED INDOOR AMENITIES			
Restroom	1 recommended (but not required)	1	2
Recreation building	n/a	Optional ⁴	1 ; serving kitchen recommended
Indoor fitness	n/a	n/a	2 rooms
Indoor basketball/ volleyball	n/a	n/a	1 court
Meeting rooms	n/a	1 room	2 rooms
REQUIRED SIGNAGE			
Park sign	1 (post- or fence-mounted)	1 monument sign	1 monument sign

Minimum Park Amenity Standards			
<i>Park Amenity</i>	<i>Tot Lot (10K sq ft–2 ac)</i>	<i>Neighborhood Park (3–15 ac)</i>	<i>Community Park (15–40 ac)</i>
Kiosk/directory map	<i>n/a</i>	<i>Optional</i>	<i>1</i>
REQUIRED PARKING & LOADING			
Pedestrian loading/unloading zone	<i>n/a</i>	<i>Optional</i>	<i>1</i>
Car parking	<i>n/a</i>	<i>See Table 3.C for parking requirements by each activity</i>	<i>See Table 3.C for parking requirements by each activity</i>
Bike parking	<i>n/a</i>	<i>1 bicycle space for every 25 car parking spaces required</i>	<i>1 bicycle space for every 25 car parking spaces required</i>
OPTIONAL AMENITIES			
Amphitheater	<i>n/a</i>	<i>n/a</i>	<i>Optional</i>
Adventure play areas; creative play; unconventional play	<i>n/a</i>	<i>Some elements of adventure play are strongly encouraged for the play areas (e.g., water play, mud, building forts, rope bridges, moveable objects such as logs, etc.)</i>	<i>Strongly encouraged subject to City review</i>
Badminton court	<i>n/a</i>	<i>Optional</i>	<i>Optional</i>
Bike skills course or BMX area	<i>n/a</i>	<i>n/a</i>	<i>Optional</i>
Bocce ball court		<i>Optional</i>	<i>Optional</i>
Climbing wall	<i>n/a</i>	<i>Optional</i>	<i>Optional</i>
Community garden	<i>n/a</i>	<i>Optional</i>	<i>Optional</i>
Demonstration garden	<i>n/a</i>	<i>Optional</i>	<i>Optional</i>
Disc golf course	<i>n/a</i>	<i>Optional</i>	<i>Optional</i>
Horseshoe courts	<i>n/a</i>	<i>Optional</i>	<i>Optional</i>
Interactive fountain/splashpad	<i>n/a</i>	<i>Optional</i>	<i>Optional or sited adjacent to the swimming pool</i>
Open space/natural areas (e.g., wetlands)	<i>n/a</i>	<i>Subject to City review; dependent on site conditions</i>	<i>Subject to City review; dependent on site conditions</i>
Plaza/gathering area	<i>n/a</i>	<i>Optional</i>	<i>Per City review</i>
Skate spot	<i>n/a</i>	<i>Optional</i>	<i>Per City review</i>

Notes:

1. Two 1/2 basketball courts can count toward the basketball court requirement. Where there are 3 or more outdoor sports courts, bocce ball or badminton can be counted toward 1 of the required sport courts.
2. If a park is located adjacent to a school with publicly accessible ball courts and ball fields after school hours, these can be counted toward minimum court and sport field requirements, per City discretionary review.
3. Multi-use baseball/soccer fields can be counted as multiple fields to meet the ball field requirement.
4. May be required based on site context at discretion of City.

3.8 Wildomar Parks Master Plan

Table 3.C: Park Amenity Design Standards

Park Amenity		Design Standards for Park Amenities				Parking*
Recommended Size and Dimensions, including clearance		Recommended Space Requirements	Recommended Surface	Recommended Orientation		
REQUIRED AMENITIES						
ADA-compliant walking path/loop/ straightaway track	n/a	4' width path; minimum 1/4 mile for neighborhood park; minimum 1/2 mile length for community park	Concrete, asphalt, or stabilized decomposed granite	n/a	Assimilated with other uses	
Picnic shade structure	Minimum 16' x 16'	n/a	n/a	n/a	n/a	
Open play area	n/a	10,000 sq ft (.35 acres)	n/a	n/a	5 (except no minimum for tot lot)	
Outdoor basketball court	50' x 84'	5,040–7,280 sq ft	Concrete	long axis north-south	4 per court	
Half basketball court	50' x 50'	2,500 sq ft	Concrete	North-south orientation	1 per court	
Outdoor volleyball court	30' x 60'; minimum of 6' clearance on all sides	Minimum 4,000 sq ft	Asphalt, sand, clay mix, turf	long axis north-south	4 per court	
Outdoor tennis court	60' x 120' for one doubles court Multiples can be designed with 10 to 12 feet between courts	Minimum 7,200 sq ft single court area	Many, including concrete, clay, asphalt, and turf	Long axis north-south	2 per court	
Baseball field (official)	Baselines: 90' Pitching distance: 60.5' Foul lines: minimum 320' Center field: 400' +	3.0–3.85 acre minimum	Natural seeded (or sod) turf atop aggregate base and prepared subgrade	Locate home plate so pitcher is not throwing across sun and batter is not facing it. Line from home plate through pitcher's mound to run east-northeast.	20 per field	
Baseball field (Little League)	Baselines: 60' Pitching distance: 46' Foul lines: 200' Center field: 200–250'	1.2 acre minimum OR 20,000 sq ft	Natural seeded (or sod) turf atop aggregate base and prepared subgrade	Locate home plate so pitcher is not throwing across sun and batter is not facing it. Line from home plate through pitcher's mound to run east-northeast.	20 per field	
Softball field	Baselines: 60' Pitching distance: 45' men 40' women Field radius from plate: Fast pitch: 225' Slow pitch: 275' men 250' women	1.5–2.0 acre	Natural seeded (or sod) turf atop aggregate base and prepared subgrade	Locate home plate so pitcher is not throwing across sun and batter is not facing it. Line from home plate through pitcher's mound to run east-northeast.	20 per field	
Soccer field	195' to 225' x 330' to 360' with 10' minimum clearance on all sides	36,000 sq ft	Natural seeded (or sod) turf atop aggregate base and prepared subgrade	Fall season, long axis northwest or southeast. For longer periods, north-south.	20 per field	
Younger children's playground (ages 2–5) (should be located adjacent to older children's play area)	n/a	.25 acres OR 2,400 to 5,000 sq ft	Resilient cushion surface or porous (shredded recycled rubber) on top of bituminous (asphalt-concrete) surface above an aggregate and prepared subgrade base	Consideration should be given to the durability, safety, and recycled content of materials and surfaces when selecting playground equipment	n/a	
Older children's playground (ages 5–12) (should be located adjacent to younger children's play area)	n/a	1.25 acres per 1,000 residents	Resilient cushion surface or porous (shredded recycled rubber) on top of a bituminous (asphalt-concrete) surface above an aggregate and prepared subgrade base	Consideration should be given to the durability, safety, and recycled content of materials and surfaces when selecting playground equipment	n/a	
Playground events/activities:						

Chapter 3 – Park Standards

Design Standards for Park Amenities						
Park Amenity	Recommended Size and Dimensions, including clearance	Recommended Space Requirements	Recommended Surface	Recommended Orientation	Parking*	
Climbing structure/rock//net/jungle gym		500 sq ft	n/a	n/a	n/a	
Hanging bars		180 sq ft	n/a	n/a	n/a	
Seesaw		100 sq ft	n/a	n/a	n/a	
Merry-go-round		20 inches in diameter with a minimum use zone extending 6 feet beyond the perimeter of the platform	n/a	n/a	n/a	
Swing		200 sq ft	n/a	n/a	n/a	
Slide		450 sq ft	n/a	n/a	n/a	
Rocket/spring rider (5-12)		195 sq ft	n/a	n/a	n/a	
Spinner (5-12)	14' diameter	14' diameter	n/a	n/a	n/a	
Swimming pool	.5 acres OR Allow 10 sq ft of water surface for every wader or non-swimmer expected, and 27 sq ft of surface for every swimmer	Varies based on size of pool and amenities. Usually sites of 1–2 acres. Up to 80% of pool area can be for non-swimmers. An extra 300 sq ft should be added for each diving board.	n/a	None, but care must be taken to site lifeguard stations in relation to afternoon sun	Per Building Code	
OPTIONAL AMENITIES						
Amphitheater	n/a	2,000 sq ft	n/a	Axis running north-south	Varies by size and intended use; subject to City review; shared use with other park amenities is encouraged	
Badminton court	Singles: 17' x 44' Doubles: 20' x 44' with 5' unobstructed area on both sides	1,622 sq ft	Hard/smooth concrete surface	Long axis north-south		
Bocce ball court	12'-13' width x 76'-90' length for each court		Base layer consisting of crushed stone, gravel, clay, or decomposed granite; top layer consisting of ground oyster shell	North-south preferred but not critical		
Handball court (3-4 wall)	20' x 40' with a minimum of 10' to rear of 3-wall court Minimum 20' overhead clearance	1,000 sq ft for 3-wall court	Hard/smooth concrete without expansion joints	Long axis north-south, with front wall at north end		
Plaza/gathering area	n/a	n/a	Concrete, brick, permeable paving, grass, or other materials, depending on the setting	n/a		
Skate spot	n/a	85' x 185'	Concrete reinforced with rebar	n/a	3 (no minimum for total lot)	

* Overflow parking should be considered for large parks with highly anticipated use, but when the need for the maximum number of parking spaces occurs infrequently. Ten percent (10%) of parking can be in an overflow lot of turf, native grass, or crushed aggregate.

CHAPTER 4

PARK NEEDS AND RECOMMENDED IMPROVEMENTS

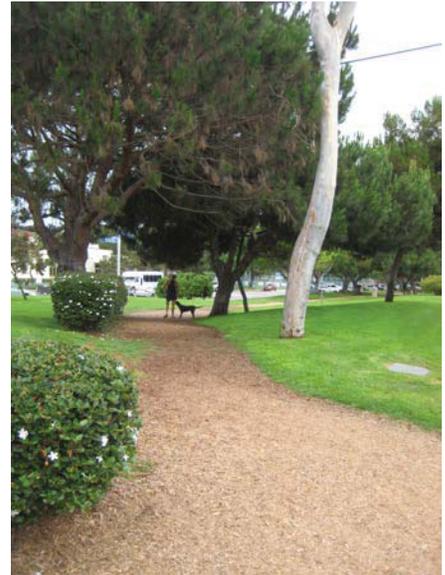


4.1 INTRODUCTION

This chapter assesses and identifies the need for additional park facilities in Wildomar, along with recommended improvements to the city’s three existing parks. Wildomar’s future park needs are determined by how many additional acres of parkland are needed to satisfy the level of service requirement and identification of any geographical areas that are currently underserved by the existing parks. The recommended improvements to the city’s existing parks are based on how the parks meet the park amenity standards identified in chapter 3.

4.2 EXISTING PARK FACILITIES AND SERVICE AREAS

As previously identified, the City currently maintains three parks with a combined acreage of 14.25 acres. These existing facilities include two neighborhood parks, Regency Heritage Park and Marna O’Brien Park, and one tot lot, Windsong Park. The three parks are located in existing neighborhoods south of Interstate 15. Factoring in the applicable service area radius (the maximum distance that a user would reasonably travel to access the facility), the parks serve only a small percentage of the city’s geographic area. To view the city’s existing park locations and the parks’ service areas, please refer to Figure 4.A.





4.3 IDENTIFYING GAPS IN THE PARK SYSTEM

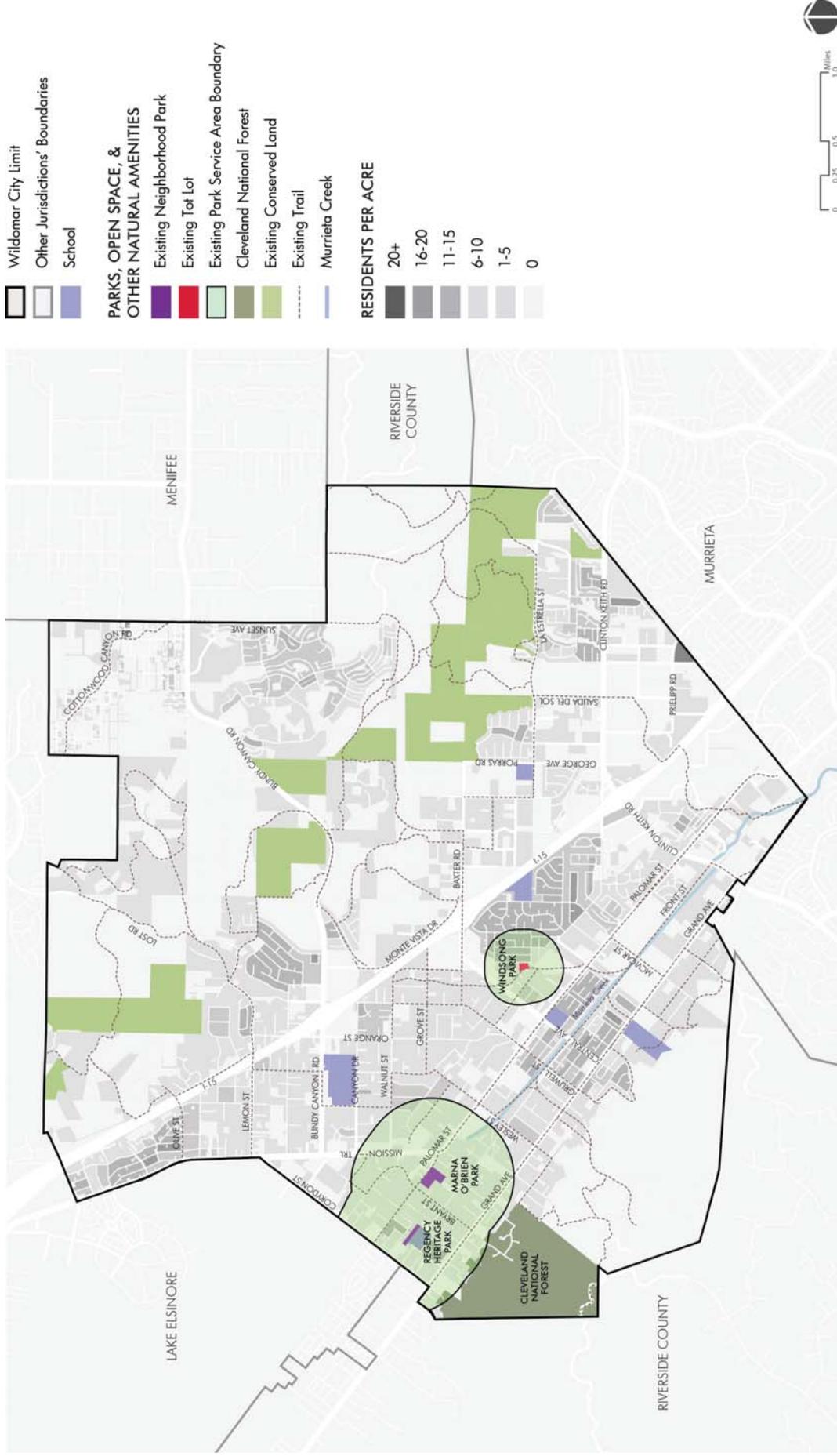
Wildomar boasts unique topographic features and ample wildlife conservation areas that have a strong impact on development patterns and the city's urban form. In addition to manmade edges, such as Interstate 15 which bisects the city diagonally from northwest to southeast, the landscape also acts as a natural division between the city's northeastern and southeastern regions. For the purposes of the Park Master Plan gap analysis, the city is divided into three areas: the western half, the northeastern area, and the southeastern area.

The gap analysis for parks in Wildomar is an intuitive and more subjective look at service radii with respect to the city's developable lands, areas of greater population density, opportunities for connection to existing facilities and open space, potential for shared use agreements with built recreational facilities, City goals and policies relating to parks, standards for park facilities identified in chapter 3, and knowledge of future development opportunities. Future park locations identified in Figure 4.B demonstrate approximate locations for additional parks based on the above-listed criteria. These locations are intended to provide a foundation for future analysis, which will take into account parcel lines, community desires, and the findings of a future body for all parks and recreation decisions.

Per the Quimby Act, the City of Wildomar requires residential developers to dedicate land for parks or to pay fees in lieu of dedication at a rate of 3.0 acres of park land per thousand new residents, even if the existing ratio of parkland to population is less than 3.0 acres per thousand, as it is in Wildomar.

Because each park type has a wide range of acreage, it is assumed that exact park locations and sizes will be determined during the site selection and design

Figure 4.A: Existing Park Locations and Service Areas



Chapter 4 – Park Needs and Recommended Improvements

This page has been intentionally left blank.

This page has been intentionally left blank.

process based on land availability, topography, and accessibility. Each new park shall meet the standards identified in chapter 3 and provide direct access to any adjacent existing or proposed trail to create a system of connected parks and trails throughout the city. The distribution of proposed parks is as follows:

Table 4.A: Proposed Park Facilities by Acreage

Acreage (approximate*)	Park Type	Quantity	Description
27 acres	Community park	1	Ranging from 15 to 40 acres, this park is recommended to be proximate to Ronald Reagan Elementary School.
50 acres	Neighborhood park	8	Ranging from 3 to 15 acres, these parks will range greatly in size with a preference toward a 5-acre average.
6 acres	Tot lot	9	Ranging from 10,000 square feet to 2 acres, approximately 6 future tot lots should be located along the Murrieta Creek Trail and 3 throughout the city in underserved higher-density areas.
83 acres total			Park sizes will vary based on the size range provided in the description of each park type.

Determining Park Needs:

With a population of 32,000 and a need of 3 acres per 1,000 residents, the City of Wildomar has a need for 96 acres of parkland. Today, the city currently has 14.25 acres of parkland, which is a gap of 82 acres. Figure 4.B identifies approximate locations for 82 acres of future parklands.

4.4 RECOMMENDED IMPROVEMENTS TO EXISTING PARK FACILITIES

Each of the three existing parks in Wildomar were assessed against the park amenity standards identified in chapter 3 for minimum compliance, and the surplus or deficit for each required amenity was determined. Based on this assessment, recommended improvements for each park have been identified. Marna O’Brien and Windsong parks largely meet or exceed the park standards, with minimal recommended improvements to meet any deficiencies. Regency Heritage Park has a number of deficiencies due to its long and narrow configuration. However, because it is collocated with William Collier Elementary School, many of the school recreational facilities can be counted toward the minimum park amenity requirements.

4.4.1 Marna O’Brien Park

Description

Size: 9 acres

Park Type: neighborhood park

Gap Analysis

Amenity	Minimum Standard	Existing Number	Surplus/Deficit	Comments
Playground, ages 2 to 5 years	1	1	-2	Two rockers are present, but no other play equipment
Playground, ages 5–12 years	1	1	0	
Basketball court (full-size)	2	2	0	
Restroom facility (including ADA accessible stall)	1	1	0	
Decomposed granite walkways	0.25 mile	0.16 mile	-0.09	
Sports field	1 sports fields	3 baseball fields and 2 overlapping undemarcated soccer fields	+4	Baseball and soccer fields are overlapping
Exercise station	0	2	+2	
Open play area	5% of total park area	4,300 Sq Feet		
Park benches	9	8	-1	
Picnic table	9	11	+2	

Chapter 4 –Park Needs and Recommended Improvements

<i>Amenity</i>	<i>Minimum Standard</i>	<i>Existing Number</i>	<i>Surplus/Deficit</i>	<i>Comments</i>
Picnic shade structure	1	3	+2	
Outdoor concessions	<i>Designate area for temporary shade structures</i>	1	+1	<i>The requirement for a designated space for a temporary shade structure is exceeded by a permanent gazebo with snack bar and covered picnic benches that can be rented out for special events</i>
Park monument sign	1	<i>none</i>	-1	
Drinking fountain	1	1	0	
Trash and recycling bin	<i>1 each for every 3 acres (3 of each)</i>	<i>1 (3 yard bin) and multiple trash cans</i>		
Bicycle parking space	<i>1 space per every 25 car spaces required</i>	4	TBD	<i>1 bike rack with space for four bikes</i>
Car parking space	TBD	130 spaces	TBD	



Recommended Improvements

Marna O’Brien Park meets or exceeds almost all of the minimum park amenity standards. While there is a deficiency of one park bench, the extra two picnic tables (each with two benches) compensate. A few improvements are recommended to meet the standards where the park is currently deficient. Below is the list of recommended improvements to Marna O’Brien Park.

Recommended Improvements	Amount	Cost*
Park monument sign	1	\$3,500
2 additional playground events for ages 2-5	1	\$3,000
Sign indicating age group for play equipment	1	\$1,500

* Costs are estimates and assume installed cost.

The proposed Murrieta Creek Trail is intended to pass along Marna O’Brien Park. As the trail is developed, direct access to the trail from the park should be provided.

4.4.2 Regency Heritage Park

Description

Size: 3.25 acres

Park Type: neighborhood park

Gap Analysis

<i>Amenity</i>	<i>Minimum Standard</i>	<i>Existing Number</i>	<i>Surplus/Deficit</i>	<i>Comments</i>
Playground, ages 2 to 5 years	1	0	-1	
Playground, ages 5 to 12 years	1	1	0	
Sign indicating age group	1 for each (2)	1	-1	
Basketball half-court	2 full courts (2 half-courts can be substituted for 1 full court, courts at a collocated school can count toward the requirement)	1 (2 half-courts) and courts at adjacent school	0	Park is collocated with William Collier Elementary School, which has 3 small basketball courts. These courts can be counted toward the requirement.
Sports field	1, fields at a collocated school can be used to meet the requirement	0, though fields are present at adjacent school	0	Park is collocated with William Collier Elementary School, These fields can be counted toward the requirement.
Dog park	n/a	1	+1	
Decomposed granite walkways	0.25 mile	0.17 mile	-0.08 mile	
Park benches	1 bench per acre	8	+5	
Picnic tables, covered	5	11	+6	
Picnic shade structures	1	3	+2	

Chapter 4 –Park Needs and Recommended Improvements

Amenity	Minimum Standard	Existing Number	Surplus/Deficit	Comments
Open play area	5% of total site area	5,442 Sq Feet		Open play area does not meet the requirement for 30% lawn coverage
Park monument sign	1	0	-1	
Drinking fountain	1	0	-1	
Trash and recycling bin	1 each for every 3 acres (1 of each)	3	0	
Restroom	1	0	-1	
Car parking space	TBD	0	TBD	
Bicycle parking space	1 space for every 25 vehicular spaces required	0	TBD	

Recommended Improvements

Regency Heritage Park does not meet a number of the minimum park amenity standards. Due to its long and narrow configuration, a number of the minimum standards, such as sports fields, cannot be achieved. However, given the park’s location adjacent to a school with recreational facilities, many of the deficient minimum standards are provided at the adjacent school. Below is the list of recommended improvements to Regency Heritage Park.



Recommended Improvements	Amount	Cost*
Park monument sign	1	\$3,500
Playground, ages 2-5	1	\$14,000
Drinking fountain	1	\$2,000
Restroom	1	\$150,000
Bicycle racks (each providing 2 spaces)	2	\$600
Lawn & irrigation to cover 30% of the total play area	TBD	\$6 per sq ft

* Costs are estimates and assume installed cost.

The proposed Murrieta Creek Trail is intended to pass along Regency Heritage Park. As the trail is developed, direct access to the trail from the park should be provided.

4.4.2 Windsong Park

Description

Acres: 2

Park Type: tot lot

Gap Analysis

Amenity	Minimum Standard	Existing Number	Surplus/ Deficit	Comments
Playground equipment, ages 2-5	1	1	0	
Basketball court (full-size)	1	1	0	
Perimeter pedestrian walkway	n/a	0.14 mile	+0.14 mile	
Park benches	2	4	+2	
Picnic tables, covered	2	2	0	
Picnic shade structures	n/a	3	+3	
Bicycle parking space	n/a	4	+4	2 bike racks, each with space for two bikes
Sign indicating age group for play equipment	1	0	-1	
Open play area	5% of total park area	3,229 Sq Feet		
Park sign (post- or fence-mounted)	1	1	0	

Recommended Improvements

Windsong Park meets or exceeds all of the minimum park amenity standards, apart from the sign indicating the intended age group for the playground equipment and a sign identifying the name of the park. Therefore, this is the only improvement recommended, with the cost provided in the table below.

Recommended Improvements	Amount	Cost*
Sign indicating age group for play equipment	1	\$1,500

* Cost is an estimate and assumes installed cost.



CHAPTER 5

PARK PROTOTYPES



5.1 INTRODUCTION

This chapter describes the amenities and park features that could be found in typical community park, neighborhood park, and tot lot park facility types. The chapter includes a prototype for, examples of the amenities and features associated with, and a cost estimate for constructing each park type.



5.2 PARK PROTOTYPES

This section includes a prototypical plan for the typical community park, neighborhood park, and tot lot park facility types. Each scenario illustrate the park facility and park amenity standards identified in Chapter 3 and reflect an ideal condition of rectangular-shaped parcels and accessible topography. The conceptual plans are meant to identify the spatial relationship between park amenities and the relationship of passive to active space. The prototype park plans show typical amenities and facilities found in comparably sized parks but are not meant as final designs which would be delivered to the community.



Figure 5.A: Community Park Prototype Plan

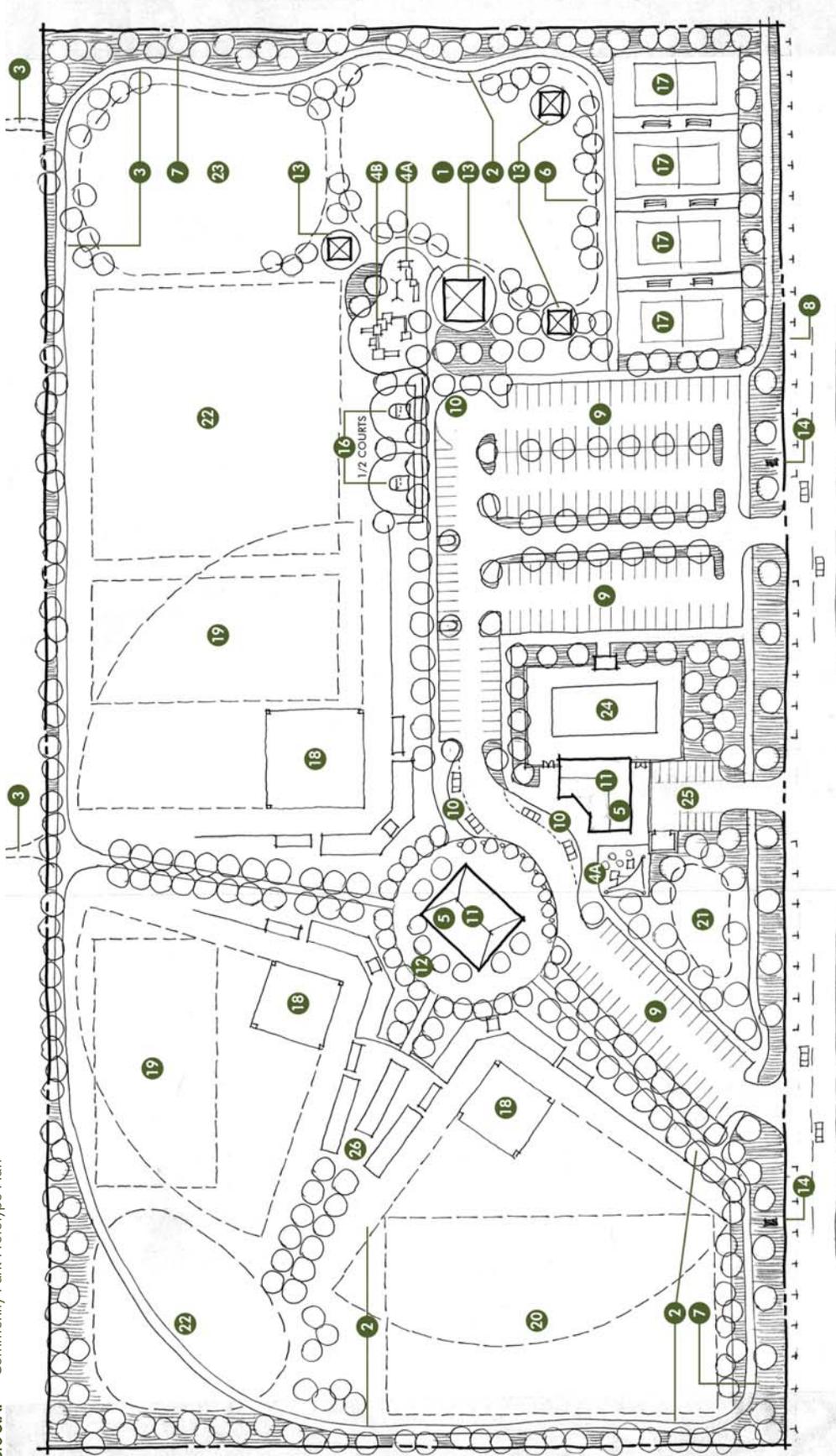


Figure 5.B: Neighborhood Park Prototype Plan

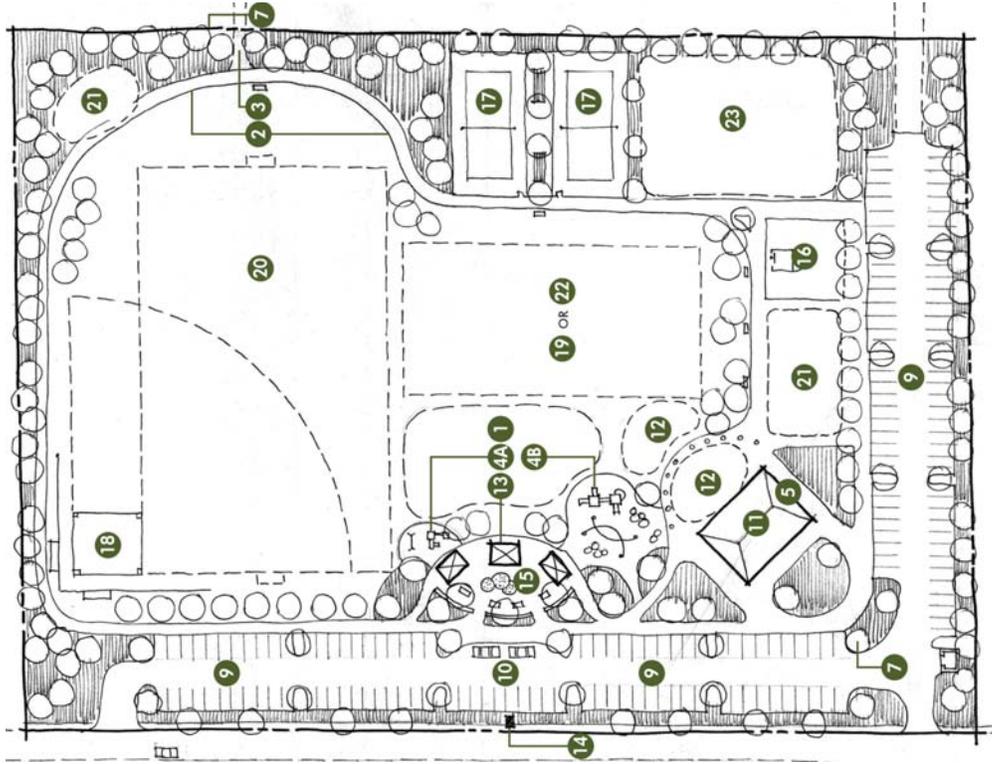


Figure 5.C: Tot Lot Park Prototype Plan

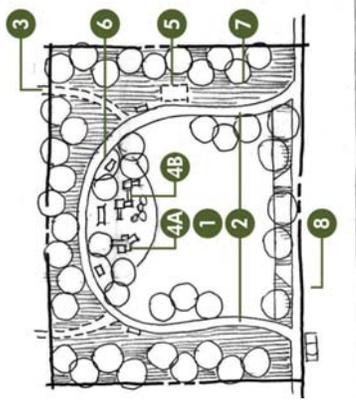


Table 5.A: Prototype Plans Legend

Map ID	Item Description
1	Open Play Area
2	Pedestrian Path/Sidewalks
3	Potential Pedestrian Connection
4A	Playground Equipment (under 5 years)
4B	Playground Equipment (5–12 years)
5	Restroom
6	Picnic Table
7	Tree & Shrub Planting Area & Irrigation
8	Off-Site Parking
9	Parking Lot
10	Loading & Unloading Area (bollards, etc.)
11	Community Center
12	Plaza or Small Performance Area
13	Shade Structure
14	Park Signage (monument sign)
15	Splash Pad
16	Basketball Half Courts/Volleyball Court
17	Tennis Court (including fencing and benches)
18, 19, 20	Softball/Baseball Field/Soccer & Irrigation
21	Optional – Small Area Activity
22	Optional – Large Area Activity
23	Sustainable Stormwater Treatment
24	Swimming Pool
25	Service Yard
26	Bathing, Cages/Storage

This page has been intentionally left blank.

5.3 PARK PROTOTYPE AMENITIES & FEATURES

This section includes images of the amenities and features described in the previous sections. The imagery is conceptual in nature and only intended to serve as inspiration for future park designs.

1. Open Play Area



4a. Playground Equipment (Under 5 Years)



2. Pedestrian Path/Sidewalks



4b. Playground Equipment (5 - 12 Years)



3. Potential Pedestrian Connection



5. Restroom



Chapter 5 – Park Prototypes

6. Picnic Table



9. Parking Lot



7. Tree & Shrub Planting Area & Irrigation



10. Loading & Unloading Areas



8. Off-Site Parking



11. Community Center



12. Plaza or Small Performance Area



15. Splash Pad



13. Shade Structure



16. Basketball Half Courts



14. Park Signage (Monument Sign)



16. Volleyball Courts



Chapter 5 – Park Prototypes

17. Tennis Court



19. Youth Soccer Field



18. Softball/Baseball Field



20. Adult Soccer Field



21. Optional - Small Area Activity



Bocce Ball



Natural-Setting Amphitheater



Par Course Equipment



Adventure Play (Berms, Tree Grove, Rocks, Water, etc.)



Climbing Rocks



Native Plant/Low Water Use Demonstration Garden

Chapter 5 – Park Prototypes

22. Optional - Large Area Activity



Concrete Skate Park



Bike Skills Course



Dog Park



Adventure Play (Dense Tree Grove, Rocks, Water, etc.)



Community Garden Plots



Native Plant/Low Water Use Demonstration Garden

23. Sustainable Stormwater Treatment



25. Service Yard



24. Swimming Pool



26. Batting Cages/Storage



5.4 PARK PROTOTYPE CONSTRUCTION COST ESTIMATES

Table 5.B: Estimate of Probable Construction Cost for Community Park Prototype

Map ID	Item Description	Quantity	Unit	Unit Cost	Total Cost	Optional
Items Identified on the Community Park Prototype Plan						
1	Open Play Area	40,000	SF	\$5.00	\$200,000	
2	Pedestrian Path/Sidewalks	23,000	SF	\$5.00	\$115,000	
3	Potential Pedestrian Connection	Allowance	LS	\$2,000.00	\$2,000	
4A	Playground Equipment (under 5 years)	2	EA	\$45,000.00	\$90,000	
4B	Playground Equipment (5–12 years)	1	EA	\$75,000.00	\$75,000	
5	Restroom	Allowance	LS	\$150,000.00	\$150,000	Part of Community Center, item 11
6	Picnic Table	25	EA	\$2,000.00	\$50,000	
7	Tree & Shrub Planting Area & Irrigation	200,000	SF	\$7.00	\$1,400,000	
8	Off-Site Parking			\$—	No Cost	
9	Parking Lot	105,000	SF	\$8.00	\$840,000	
10	Loading & Unloading Area (bollards, etc.)	Allowance	LS	\$8,000.00	\$8,000	
11	Community Center	8,000	SF	\$200.00	\$1,600,000	
12	Plaza or Small Performance Area	6,000	SF	\$20.00	\$120,000	
13	Shade Structure	4	EA	\$40,000.00	\$160,000	
14	Park Signage (monument sign)	Allowance	LS	\$10,000.00	\$10,000	
15	Splash Pad	Allowance	LS	\$150,000.00		\$150,000
16	Basketball Half Courts/Volleyball Court	7,200	SF	\$10.00	\$72,000	
17	Tennis Court (including fencing and benches)	34,000	SF	\$12.00	\$408,000	
18, 19, 20	Softball/Baseball Field/Soccer & Irrigation	455,000	SF	\$6.00	\$2,730,000	

Map ID	Item Description	Quantity	Unit	Unit Cost	Total Cost	Optional
21	Optional – Small Area Activity					
	Bocce Ball	Allowance	LS	\$20,000.00		\$20,000
	Par Course Equipment	Allowance	LS	\$25,000.00		\$25,000
	Climbing Rocks	Allowance	LS	\$30,000.00		\$30,000
	Natural-Setting Amphitheater	Allowance	LS	\$20,000.00		\$20,000
	Adventure Play (berms, tree grove, rocks, water, etc.)	Allowance	LS	\$35,000.00		\$35,000
	Native Plant/Low-Water-Use Demonstration Garden	Allowance	LS	\$30,000.00		\$30,000
	Average Small Area Activity (x 2):					\$26,667
22	Optional – Large Area Activity					
	Concrete Skate Park	Allowance	LS	\$1,700,000.00		\$1,700,000
	Dog Park	Allowance	LS	\$50,000.00		\$50,000
	Community Garden Plots	Allowance	LS	\$40,000.00		\$40,000
	Bike Skills Course	Allowance	LS	\$60,000.00		\$60,000
	Adventure Play (dense tree grove, rocks, water, etc.)	Allowance	LS	\$50,000.00		\$50,000
	Native Plant/Low-Water- Use Demonstration Gardens	Allowance	LS	\$45,000.00		\$45,000
	Average Large Area Activity:					\$324,167
23	Sustainable Stormwater Treatment	Allowance	LS	\$25,000.00	\$25,000	
24	Swimming Pool	Allowance	LS	\$750,000.00	\$750,000	
25	Service Yard	Allowance	LS	\$15,000.00	\$15,000	
26	Batting Cages/Storage	Allowance	LS	\$40,000.00	\$40,000	

Chapter 5 – Park Prototypes

Map ID	Item Description	Quantity	Unit	Unit Cost	Total Cost	Optional
Other Items Not Identified on the Community Park Prototype Plan						
	Mobilization	Allowance	LS	\$40,000.00	\$40,000	
	Clearing and Fine Grading	890,000	SF	\$0.15	\$133,500	
	Trash Receptacles	12	EA	\$400.00	\$4,800	
	Bike Rack	3	EA	\$300.00	\$900	
	Benches	14	EA	\$2,000.00	\$28,000	
	Drinking Fountains	2	EA	\$1,000.00	\$2,000	
	Resilient Rubberized Surfacing	6,000	SF	\$18.00	\$108,000	
	Sports Field Lighting (single field)	Allowance	LS	\$200,000.00	\$200,000	
	Site Lighting	20	EA	\$5,000.00	\$100,000	
	Irrigation Controller & POC equipment	1	EA	\$30,000.00	\$30,000	

Legend:

EA = each

CY = cubic yards

LF = linear feet

LS = lump sum

SF = square feet

Table 5.C: Estimate of Probable Construction Cost for Neighborhood Park Prototype

Map ID	Item Description	Quantity	Unit	Unit Cost	Total Cost	Optional
Items Identified on the Neighborhood Park Prototype Plan						
1	Open Play Area	18,000	SF	\$5.00	\$90,000	
2	Pedestrian Path/Sidewalks	13,000	SF	\$5.00	\$65,000	
3	Potential Pedestrian Connection	Allowance	LS	\$2,000.00	\$2,000	
4A	Playground Equipment (under 5 years)	1	EA	\$45,000.00	\$45,000	
4B	Playground Equipment (5–12 years)	1	EA	\$75,000.00	\$75,000	
5	Restroom	Allowance	LS	\$100,000.00	\$100,000	Part of Community Center
6	Picnic Table	12	EA	\$2,000.00	\$24,000	
7	Tree & Shrub Planting Area & Irrigation	80,000	SF	\$8.00	\$640,000	
8	Off-Site Parking			\$—	No Cost	
9	Parking Lot	41,600	SF	\$8.00	\$332,800	
10	Loading & Unloading Area (bollards, etc.)	Allowance	LS	\$8,000.00	\$8,000	
11	Community Center	4,000	SF	\$200.00	\$800,000	
12	Plaza or Small Performance Area	5,000	SF	\$20.00	\$100,000	
13	Shade Structure	3	EA	\$40,000.00	\$120,000	
14	Park Signage (monument sign)	Allowance	LS	\$6,000.00	\$6,000	
15	Splash Pad	Allowance	LS	\$150,000.00		\$150,000
16	Basketball Half Courts/Volleyball Court	3,600	SF	\$10.00	\$36,000	
17	Tennis Court (including fencing and benches)	17,400	SF	\$12.00	\$208,800	
18, 19, 20	Softball/Baseball Field/Soccer & Irrigation	160,000	SF	\$6.00	\$960,000	
21	Optional – Small Area Activity					
	Bocce Ball	Allowance	LS	\$20,000.00		\$20,000
	Par Course Equipment	Allowance	LS	\$20,000.00		\$20,000
	Climbing Rocks	Allowance	LS	\$25,000.00		\$25,000
	Natural-Setting Amphitheater	Allowance	LS	\$15,000.00		\$15,000

Chapter 5 – Park Prototypes

Map ID	Item Description	Quantity	Unit	Unit Cost	Total Cost	Optional
	Adventure Play (berms, tree grove, rocks, water, etc.)	Allowance	LS	\$25,000.00		\$25,000
	Native Plant/Low-Water-Use Demonstration Gardens	Allowance	LS	\$20,000.00		\$20,000
	Average Small Area Activity:				\$20,833	
22	Optional – Large Area Activity					
	Concrete Skate Park	Allowance	LS	\$1,500,000.00		\$1,500,000
	Dog Park	Allowance	LS	\$40,000.00		\$40,000
	Community Garden Plots	Allowance	LS	\$30,000.00		\$30,000
	Bike Skills Course	Allowance	LS	\$50,000.00		\$50,000
	Adventure Play (dense tree grove, rocks, water, etc.)	Allowance	LS	\$40,000.00		\$40,000
	Native Plant/Low Water Use Demonstration Gardens	Allowance	LS	\$35,000.00		\$35,000
	Average Large Area Activity:				\$245,000	
23	Sustainable Stormwater Treatment	Allowance	LS	\$20,000.00		\$20,000
Other Items Not Identified on the Neighborhood Park Prototype Plan						
	Mobilization	Allowance	LS	\$20,000.00	\$20,000	
	Clearing and Fine Grading	958,320	SF	\$0.20	\$191,664	
	Trash Receptacles	5	EA	\$400.00	\$2,000	
	Bike Rack	1	EA	\$300.00	\$300	
	Benches	6	EA	\$2,000.00	\$12,000	
	Drinking Fountains	2	EA	\$1,000.00	\$2,000	
	Wood Chips at Playground (engineered)	4,000	SF	\$4.00	\$16,000	
	Site Lighting (not including sports field lights)	13	EA	\$5,000.00	\$65,000	
	Irrigation Controller & POC equipment	1	EA	\$20,000.00	\$20,000	

Legend:

EA = each

CY = cubic yards

LF = linear feet

LS = lump sum

SF = square feet

Table 5.D: Estimate of Probable Construction Cost for Tot Lot Park Prototype

Map ID	Item Description	Quantity	Unit	Unit Cost	Total Cost	Optional
Items Identified on the Tot Lot Park Prototype Plan						
1	Open Play Area	17,000	SF	\$5.00	\$85,000	
2	Pedestrian Path/Sidewalks	1,900	SF	\$5.00	\$9,500	
3	Potential Pedestrian Connection	Allowance	LS	\$1,000.00	\$1,000	
4A	Playground Equipment (under 5 years) – Small Unit	1	EA	\$25,000.00	\$25,000	
4B	Playground Equipment (5–12 years) – Small Unit	1	EA	\$50,000.00	\$50,000	
5	Restroom	Allowance	LS	\$70,000.00		\$70,000
6	Picnic Table	2	EA	\$2,000.00	\$4,000	
7	Tree & Shrub Planting Area & Irrigation	22,200	SF	\$8.00	\$177,600	
8	Off-Site Parking			\$—	No Cost	
Other Items Not Identified on the Tot Lot Park Prototype Plan						
	Mobilization	Allowance	LS	\$3,000.00	\$3,000	
	Clearing and Fine Grading	43,560	SF	\$0.20	\$8,712	
	Park Signage (post- or fence-mounted sign)	1	EA	\$300.00	\$300	
	Trash Receptacles	1	EA	\$400.00	\$400	
	Benches	2	EA	\$2,000.00	\$4,000	
	Wood Chips at Playground (engineered)	2,500	SF	\$6.00	\$15,000	
	Site Lighting (not including sports field lights)	2	EA	\$5,000.00	\$10,000	
	Irrigation Controller & POC equipment	1	EA	\$6,000.00	\$6,000	

Legend:

EA = each

CY = cubic yards

LF = linear feet

LS = lump sum

SF = square feet

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: December 10, 2014

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: City Hall Facility

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to Sign a Sixth Amendment to the City Hall Facility Lease consisting of Terms Approved by the Council and/or;
2. Authorize the City Manager to Negotiate Lease and/or Acquisition Terms with the Lake Elsinore Unified School District Management for the Jean Hayman School Facility.

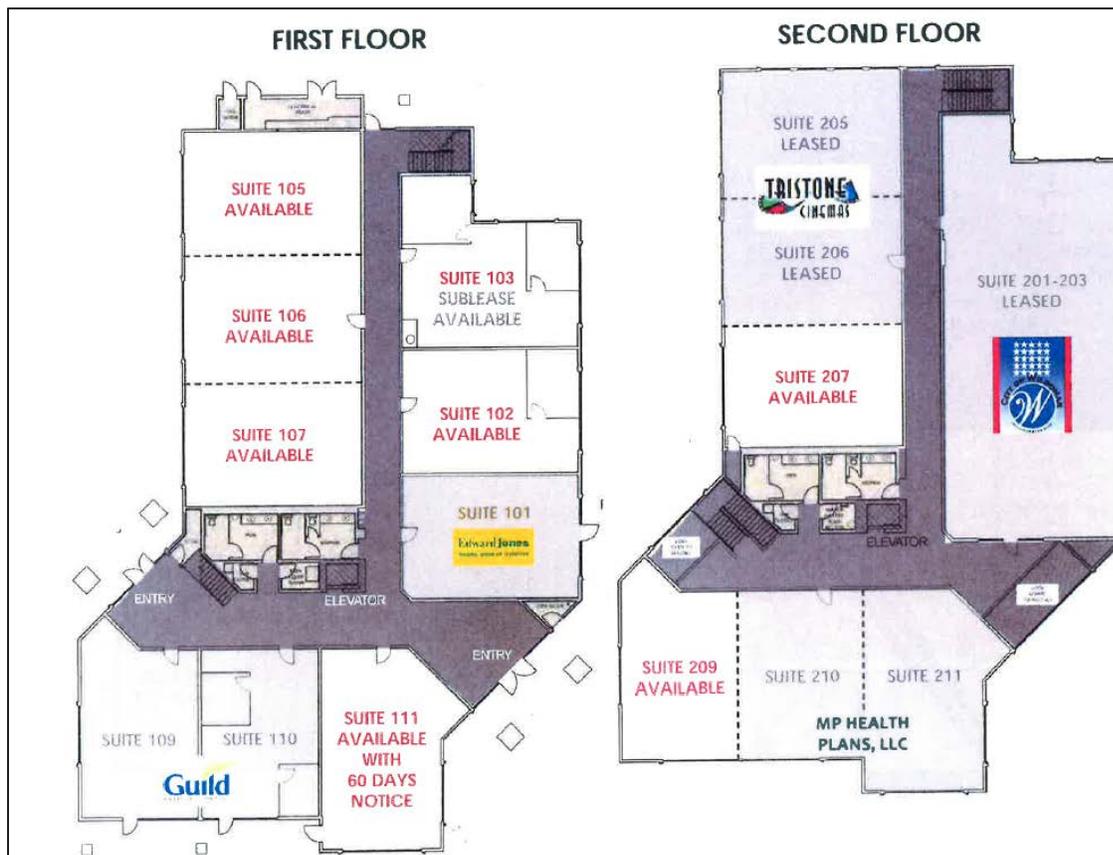
BACKGROUND/DISCUSSION:

Following direction provided by the Council at the November 12, 2014 meeting regarding possible facility alternatives for the future needs of City Hall operations, staff has conducted a review of several options as follows:

Current Facility, Leased Office Space at 23873 Clinton Keith Road

At the May 14, 2014 meeting, the City Council noticed the landlord of its intention to exercise the original lease option for the two year period which would expire in June 2016. The lease option rates were based on the original lease terms, currently \$2.54 per square feet, approximately \$9,713 per month (base rent plus operating, utility costs and taxes) for the 3,824 square feet of office space that the City uses for City Hall operations. The City Council Chambers located in Suite 111 and the records/storage space was originally provided at no cost to the City as long as non-leased space was available.

The fifth amendment to lease, approved in May 2014, added a relocated City Council chambers with space of 3,825 square feet with a one year monthly cost of operating expenses and taxes estimated at \$0.55/sq.ft. starting in June 2015 and terminating in June 2016. Most of the needed improvements for this 3,825 space would be the responsibility and cost of the City. Recently, with the improving local economy, interest has increased in the leasing of space in the office building and the City's current storage areas have been moved offsite due to office demands by other parties. Additionally, adequate working space within the City Hall has decreased as staff strives to keep up with the growing volume of business and service needs.



Discussions with the landlord originally resulted in this proposed attached sixth amendment which would secure adequate space for City meetings, business operations, emergency operations center, multi-purpose community rooms and current records storage. Key points of the proposed amendment now referred to as;

Option 1:

- Retains Suites 201, 202 & 203 as City Hall Operations (3,824 sq. ft.).
- Secures Suites 105, 106 & 107 (3,825 sq. ft.) to be used as the City Council Chambers, EOC, Community Multi-Purpose rooms and storage space with landlord providing improvements not to exceed \$200,000 and no cost to City.
- Adds Suite 207 (1,317 sq. ft.) for Building and Development Services Offices.
- Adds Suite 209 (1,204 sq. ft.) for Meeting, Records Management and Office/Conference room spaces.
- 7 year lease through November 2021, with capped increase at 2.5% of base rent per year.
- Includes one 3 year option to extend lease under sixth amendment terms and would include first right of offer to purchase building
- Defers base rent on Suites 207 and 209 to July 1, 2015.
- Increases City office space form 5,024 sq. ft. to 10,170 sq. ft.
- Base Rent is \$1.26 per sq. ft. (fixed) plus estimated operating costs and taxes at \$0.55 per sq. ft. (variable) equating to \$1.81 per sq. ft. or \$18,408 per month.
- Lease would be effective January 1, 2015.

Option 2:

- Same as Option 1 but it would exclude Suite 209, the office which would be used for conference room, records management, and Council Office space.
- Lease Term 7 years
- 8,967 sq. ft.
- Monthly Base Rent: \$11,298 (\$1.26/sq. ft.)
- CAM (operating costs / taxes) \$4,931 (\$0.55/sq. ft.)
- Monthly Total: \$16,229

Option 3:

- Same as Option 2 except lease term is 5 Years not 7 years which results in a higher Base Monthly rent
- 8,967 sq.ft.
- Monthly Base Rent: \$12,374 (\$1.38 per sq.ft)
- CAM: \$4,931 (\$0.55 per sq.ft.)
- Monthly Total: \$17,305

Option 4:

- Keep existing office space and current Council Chambers (Suite 111) and add Suites 207 for Building and Community Development operations.
- Lease Term: 5 years
- 6,552 sq. ft.
- Base Monthly Rent: \$9,828 (\$1.50 per sq. ft.)
- CAM: \$3,603 (\$0.55 per sq. ft.)
- Monthly Total \$13,431.

Each of these options with the existing office building offers the City various advantages, the most significant of which is the rate reduction which accompanies the longer term commitments.

Option 5: Jean Hayman Elementary School

Council also directed staff at the last meeting to explore the option of locating a City Hall at Jean Hayman Elementary School. Jean Hayman Elementary School is a 30 year old building located on 11.32 acres on Lemon Street and includes 43,734 square feet of building area. The School District has a 2011 appraisal report valuing the property at \$2.4 million. For comparison purposes, staff identified three buildings that would accommodate current office needs for City Hall operations. The three buildings consist of office space, storage and future council chambers with a building square footage of 10,500 square feet. Staff contracted with an Architect and Building Construction Contractor to prepare a rough order of magnitude cost estimate to utilize the three buildings for City Hall operations. This summary review indicates approximately \$1.4 million of repairs and \$300,000 of improvements for fit the facility for City Hall and Chamber uses. The cost estimate does not include the cost to repair the remaining buildings, play/park areas or site paving. As this estimate is a rough order of magnitude, should the Council desire to proceed with this option, a through inspection and detailed construction/improvement plan would need to prepared. Staff has met with

Lake Elsinore Unified School District to discuss preliminary terms of lease and/or sale and staff can proceed with more formal negotiations as needed.

Staff also reviewed the possibility of using existing park land to house a City Hall facility. Specifically, the Marna O'Brien Park land was reviewed as a potential site for the business activities of the City. Initial review indicates possible litigation challenges which may arise from the use of land provided under the Quimby Act and through the use of Certificates of Participation(COP's), which were intended to be repaid by property tax assessments prior to the City's incorporation, have deemed this option as an unknown expense in time and money.

FISCAL IMPACT:

\$13,900 annual FY 2014-15 increase for additional 5,146 sq. ft. (Option 1).

ATTACHMENT:

Sixth Amendment to the Facility Lease

Attachment A

Sixth Amendment To the City Hall Facility Lease

SIXTH AMENDMENT TO LEASE

This Sixth Amendment to Lease (the "**Sixth Amendment**") is entered into as of this ____ day of _____ 2014 by and between STRATA OAK, LLC, a Delaware limited liability company ("**Landlord**"), and the CITY OF WILDOMAR ("**Tenant**"), with reference to the following recitals.

RECITALS:

A. On or about July 1, 2008, NAPLES PLAZA LTD, L.P, a California limited partnership ("**Naples**"), and Tenant entered into a Shopping Center Lease (the "**Original Lease**") for that certain premises commonly known as Suite 201 in Oak Creek Phase II (the "**Original Premises**") in the building located at 23873 Clinton Keith Road, Wildomar, California (the "**Building**"). Naples sold the Building and assigned the Original Lease to DUSK, LLC, a Delaware limited liability company which subsequently sold the Building and assigned the Original Lease to Landlord, and Landlord is now the landlord under the Lease. The Original Lease is hereinafter referred to as the "**Lease**". The Lease has been amended May 7, 2009, June 2012, June 27, 2013, September 3, 2013 and June 11, 2014. All capitalized terms herein not defined shall be defined as set forth in the Lease.

B. Tenant now desires to amend the Lease to (i) include space that was previously used as storage suites and a temporary suite as part of the Premises, (ii) unify the terms of the Lease for all space included in the Premises, and (iii) amend the Minimum Rent and the Adjustment to Minimum Rent for all of the Premises.

C. The term of the Lease currently expires on June 11, 2016 and Landlord and Tenant desire to extend the Expiration Date for the Extended Term for seven (7) years commencing on November 30, 2014 so that the Expiration Date of the Extended Term will be November 30, 2021.

D. In addition, Tenant is to be granted one (1) three (3) year Option to Extend the Term pursuant to the same terms and conditions as set forth in the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Section 1.4 of the Lease is hereby amended to provide that the following Suites in the Building shall be considered as the Premises:

a.	Suites 201-203 (Original Premises)	3,825 sq. ft.
b.	Suite 207 (previous Storage Suite)	1,317 sq. ft.
c.	Suite 209 (prior Storage Suite)	1,204 sq. ft.
d.	Suites 105-107 (previous Temporary Suite)	<u>3,825</u> sq. ft.
	Total Rentable Square Feet	10,171

2. Expiration Date. Landlord and Tenant hereby agree that the Expiration Date of the Lease, as set forth in the Notice of Delivery of Possession and Confirmation Agreement dated December 30, 2008 is hereby amended to be November 30, 2021.

3. Rent Commencement. The Minimum Rent, as set forth herein, for Suites 201-203, 207, and 209 shall commence December 1, 2014. The Minimum Rent, as set forth herein for Suites 105-107 shall commence on the earlier of (i) December 1, 2014 or (ii) Landlord's delivery of possession with the Tenant Improvements set forth below completed.

4. Minimum Rent. Effective December 1, 2014, the Minimum Rent for the Premises shall be Twelve Thousand Eight Hundred Fifteen & 46/100 Dollars (\$12,815.46) per month (\$1.26 per sq. ft.), subject to future adjustment at provided herein. The Minimum Rent shall increase annually on the anniversary of this Amendment by 2.5% from the Minimum Rent during the preceding period of the Lease and shall increase annually by the same amount during the Extension Term. The Minimum Rent during the Extension Term shall continue to be on a triple net basis and Tenant shall pay its proportionate share of the Operating Expenses as set forth in the Lease, as amended herein. Tenant shall be responsible for its metered electrical costs directly with the utility providing the service.

a. Deferred Minimum Rent. Minimum Rent for Suites 207 and 209 shall be deferred from December 1, 2014 to June 30, 2015. During that time Tenant will not be required to pay the Minimum Rent attributable to those Suites, however shall still be responsible for their pro rata share of the Operating Expenses for the entire Premises. Beginning July 1, 2015, Tenant shall pay an additional \$1,900 per month in addition to Minimum Rent and Operating Expense, for a period of one (1) year, expiring June 30, 2016.

5. Option to Extend. Notwithstanding anything in the Lease to the contrary, Tenant shall have the Option to Extend the Lease for one (1) additional three (3) year period upon the Expiration of the Lease. The notice requirement set forth in the Lease shall apply to this Option to Extend.

6. Tenant Improvements. Suites 201-203, 207 and 209 shall be accepted in “as-is” condition. Landlord, at Landlord’s sole cost and expense, shall improve Suite 105-107 into one (1) large multi-purpose room pursuant to the specifications set forth in Exhibit A attached hereto. Tenant Improvements are estimated to be completed by December 1, 2014.

7. Operating Expenses. Notwithstanding anything to the contrary in the Lease, during the term of the Lease and Extension Term, Tenant’s Share of the Operating Expenses and real estate property taxes, which is currently estimated to be \$0.55 per square foot, shall be based on the total square footage of the Premises as established by this Amendment as set forth in Paragraph 1.

8. Ministerial Duties. In consideration of the rights granted to Tenant under the Lease and Sixth Amendment with respect to the use of the Premises for each year during the Term or Extended Term of this Lease, Tenant agrees to pay the Minimum Rent and Operating Expenses provided for herein. Tenant covenants to take such action as may be necessary to include all such Minimum Rent and Operating Expenses payments due pursuant to this Lease in its annual budgets during the Term or Extended Term of this Lease and to make the necessary annual appropriations for all such Minimum Rent and Operating Expenses payments. The covenants of Tenant regarding Minimum Rent and Operating Expenses shall be considered to be ministerial duties imposed by law and it shall be the duty of each and every public official of Tenant to take such action and do such things as are required by law in the performance of the official duty of such official to enable Tenant to carry out and perform the covenants of Tenant regarding Minimum Rent and Operating Expenses.

9. General Provisions.

9.1 Remainder Unchanged. Except as specifically modified and amended in this Sixth Amendment, the Lease remains in full force and effect and binding on the parties.

9.2 Integration. This Sixth Amendment consists of pages 1 through 4 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Sixth Amendment.

9.3 Effective Date. This Sixth Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the Tenant and Landlord.

9.4 References. All references to the Lease include all their respective terms and provisions. All defined terms utilized in this Sixth Amendment have the same meaning as provided in the Lease, unless expressly stated to the contrary in this Sixth Amendment.

9.5 Counterparts. This Sixth Amendment may be executed in counterparts. Each counterpart shall be deemed an original, and all counterparts shall be deemed the same instrument with the same effect as if all parties hereto had signed the same signature page.

IN WITNESS WHEREOF, the parties hereby execute this Sixth Amendment as of the date first written above.

LANDLORD

STRATA OAK, LLC,
a Delaware limited liability company

By: STRATA EQUITY INTERNATIONAL LLC
a California limited liability company
Its: Managing Member

By: _____
David C. Michan, Manager

TENANT

THE CITY OF WILDOMAR

By: _____

(print name)

Its: _____
(print title)

ATTEST:

By: _____

(print name)

Its: City Clerk

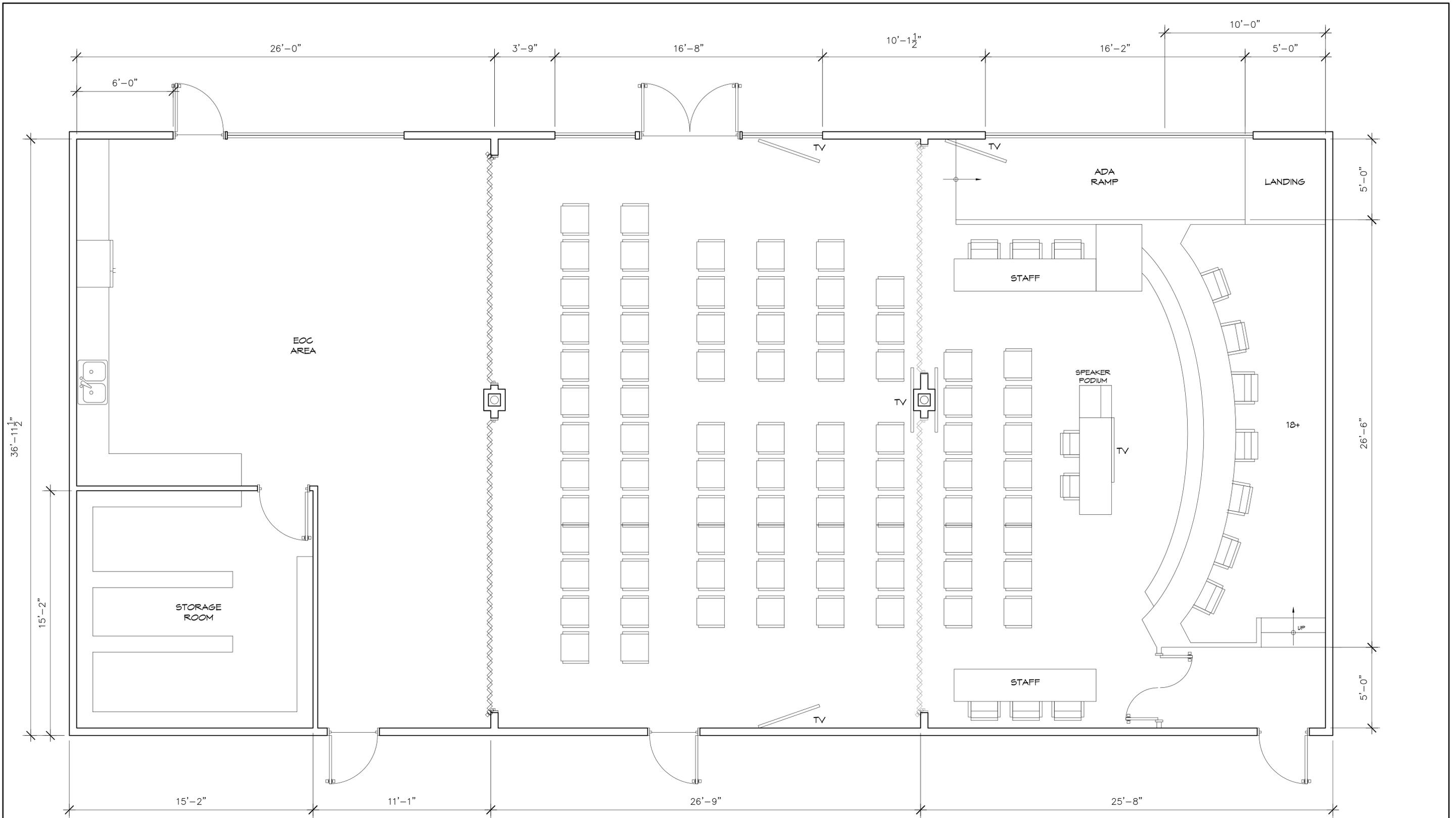
APPROVED AS TO FORM:

By: _____

(print name)

Its: City Attorney

[Attach Exhibit A-Tenant Improvements]



City of Wildomar - Proposed Design for Multi-Purpose Rooms - Suites 105, 106 and 107

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: December 10, 2014

TO: Mayor and City Council Members
FROM: Debbie A. Lee, City Clerk
SUBJECT: Appointment of Mayor and Mayor Pro Tem for 2015

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council appoint a Mayor and Mayor Pro Tem for 2015.

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 2015.

FISCAL IMPACTS:

Minimal financial impact for letterhead and business cards.

ATTACHMENTS:

Resolution No. 09-72

RESOLUTION NO. 09 – 72

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA , REPEALING RESOLUTION NO. 08-09 AND ESTABLISHING A
METHOD FOR THE SELECTION AND APPOINTMENT OF A MAYOR AND MAYOR
PRO TEMPORE**

WHEREAS, the City of Wildomar was incorporated on July 1, 2008, as a General Law City of the State of California; and

WHEREAS, the City Council of Wildomar adopted Resolution 08-09 on July 1, 2008, establishing method for the selection and appointment of a mayor and mayor pro tempore for the City; and

WHEREAS, the City Council now wishes to repeal Resolution 08-09 and establish a new method for selection and appointment of a mayor and mayor pro tempore for the City in accord with the provisions of Government Code Section 36801.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR
HEREBY RESOLVES AS FOLLOWS:**

Section 1. Repeal of Resolution 08-09. Resolution 08-09 is hereby repealed in its entirety.

Section 2. Selection of Mayor and Mayor Pro Tempore. The City Council shall select one member of the City Council to serve as Mayor and one member of the City Council to serve as Mayor Pro Tempore by a simple majority vote of the City Council. This selection shall be on an annual basis at the first meeting of the City Council in December of each year.

Section 3. Term of Office for Mayor and Mayor Pro Tempore. The Mayor and Mayor Pro Tempore serve at the pleasure of the City Council. The regular term of office for the Mayor and Mayor Pro Tempore shall be for one calendar year, commencing on January 1st and continuing through December 31st of each year. Should the Mayor or the Mayor Pro Tempore be removed, or the position vacated before his or her one year term of service is complete, a new Council Member shall be selected immediately thereafter to succeed to the office for the remainder of the one year term. Selection of the Mayor and Mayor Pro Tempore may occur at any regular, special, or adjourned meeting of the City Council.

PASSED, APPROVED AND ADOPTED this 28th day of October, 2009.



Scott Farnam
Mayor

APPROVED AS TO FORM:

ATTEST:



Julie Hayward Biggs
City Attorney



Debbie A. Lee, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF WILDOMAR)

I, Debbie A. Lee, CMC, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 09-72 was duly adopted at a regular meeting held on October 28, 2009, by the City Council of the City of Wildomar, California, by the following vote:

AYES: Mayor Farnam, Mayor Pro Tem Moore, Council Members Ade, Cashman, Swanson

NOES: None

ABSTAIN: None

ABSENT: None



Debbie A. Lee, CMC
City Clerk
City of Wildomar

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.4
GENERAL BUSINESS
Meeting Date: December 10, 2014

TO: Mayor and City Council Members

FROM: Debbie A. Lee, City Clerk

SUBJECT: Committees, Commissions, and Boards Appointments for 2015

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.

ATTACHMENTS:

List of committees, commissions, and boards

CITY COUNCIL COMMITTEES, COMMISSIONS, BOARDS
(As of 12-11-13)

Economic Development (Appointed 02-10-10)	Marsha Swanson Tim Walker
EVMWD Meets on the second Tuesday of every other month at 9:00 a.m. at the Animal Shelter	Ben Benoit Tim Walker
Finance (Appointed 05-13-09)	Bob Cashman Bridgette Moore
Intergovernmental Relations Subcommittee	Ben Benoit Tim Walker
Lake Elsinore Unified School District (Appointed 10-14-09)	Bob Cashman Bridgette Moore
Parks Subcommittee	Bridgette Moore Marsha Swanson
Southwest Coalition	Bridgette Moore Marsha Swanson
Trails (Appointed 03-24-10)	Bob Cashman Tim Walker

REGIONAL COMMITTEES, COMMISSIONS, BOARDS
Reviewed and Re-appointed/Re-designated 12-11-13

Autism Task Force
(Appointed May 12, 2010)
Meets as needed.

Bridgette Moore

League of California Cities

Tim Walker, Voting Delegate
Ben Benoit, Alternate

Meets annually at the League's Annual Conference

PARSAC

Meets in May and December in Sacramento

Debbie Lee, Risk Manager
Marsha Swanson, Alternate

RCA

Western Riverside County Regional Conservation Authority

Meets the first Monday of each month at 1:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside (This committee meets every month in the same room one hour before WRCOG meets).

Ben Benoit
Bob Cashman, Alternate

RCHCA

Riverside County Habitat Conservation Agency

Ben Benoit
Bob Cashman, Alternate

RCTC

Riverside County Transportation Commission

Meets the second Wednesday of each month at 9:30 a.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

Ben Benoit
Tim Walker, Alternate

RTA

Riverside Transit Agency

Meets the fourth Thursday of each month at 3:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

Bridgette Moore
Marsha Swanson, Alt.

SCAG

Southern California Association of Governments

Meets annually in June of each year.

Ben Benoit
Tim Walker, Alternate

Southwest Community Financing Authority
(Animal Shelter)

Meets as needed.

Bridgette Moore
Ben Benoit, Alternate

WRCOG

Western Riverside Council of Governments

Meets the first Monday of each month at 2:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

Ben Benoit
Marsha Swanson, Alternate

Youth, Family & Health Regional Task Force
(Appointed 02-13-13)

Ben Benoit
Bridgette Moore

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.1
CONSENT CALENDAR
Meeting Date: December 10, 2014

TO: Chairman and Board of Trustees
FROM: Terry Rhodes, Accounting Manager
SUBJECT: Warrant Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 11-06-2014, in the amount of \$404.65;
2. Warrant Register dated 11-13-2014, in the amount of \$1,079.37;
3. Warrant Register dated 11-20-2014, in the amount of \$1,624.87; &
4. Warrant Register dated 11-25-2014, in the amount of \$599.65.

DISCUSSION:

The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

FISCAL IMPACT:

These Warrant Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2014-15 Budgets.

ATTACHMENTS:

Voucher List 11/06/2014
Voucher List 11/13/2014
Voucher List 11/20/2014
Voucher List 11/25/2014

11/06/2014 3:13:34PM

Voucher List
City of Wildomar

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204000	11/6/2014	000367 CINTAS CORPORATION	55798143		STAFF UNIFORM MAINTENANCE	36.20
					Total :	36.20
204001	11/6/2014	000608 DEJONG, PETER	110514		CEMETERY DRINKING WATER	12.25
					Total :	12.25
204002	11/6/2014	000631 LABOR READY	18972374		10/18/14-10/24/14 CEMETERY LABOR	239.86
					Total :	239.86
204003	11/6/2014	000215 THE PRESS-ENTERPRISE	110414		END 9/7/14 & 52WK START 11/4/14 NEWSPAPE	116.34
					Total :	116.34
4 Vouchers for bank code : wf						Bank total : 404.65
4 Vouchers in this report						Total vouchers : 404.65

Voucher List
City of Wildomar

11/13/2014 1:56:34PM

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>
204026	11/13/2014	000631 LABOR READY	19006187		CEMETERY LABOR 10/25/14-10/31/14	1,079.37
					Total :	1,079.37
					1 Vouchers for bank code : wf	Bank total : 1,079.37
					1 Vouchers in this report	Total vouchers : 1,079.37

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204054	11/20/2014	000367 CINTAS CORPORATION	55800738 55803264		STAFF UNIFORM MAINTENANCE STAFF UNIFORM MAINTENANCE	36.20 36.20 Total : 72.40
204055	11/20/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER	7015120		9/17/14-10/17/14 CEMETERY WATER SERVICE	938.05 Total : 938.05
204056	11/20/2014	000631 LABOR READY	19035223		11/1/14-11/7/14 CEMETERY LABOR	479.72 Total : 479.72
204057	11/20/2014	000186 RIGHTWAY	57720		10/31/14-11/27/14 CEMETERY RESTROOM MAIN	87.20 Total : 87.20
204058	11/20/2014	000094 STAUFFERS LAWN EQUIPMENT	224071		CEMETERY DEPARTMENTAL SUPPLIES	47.50 Total : 47.50
5 Vouchers for bank code : wf						Bank total : 1,624.87
5 Vouchers in this report						Total vouchers : 1,624.87

11/25/2014 4:43:40PM

Voucher List
City of Wildomar

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204077	11/25/2014	000631 LABOR READY	19052503		11/08/14-11/14/14 CEMETERY LABOR	599.65
					Total :	599.65

1 Vouchers for bank code : wf

Bank total : 599.65

1 Vouchers in this report

Total vouchers : 599.65

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.2
CONSENT CALENDAR
Meeting Date: December 10, 2014

TO: Chairman and the Board of Trustees
FROM: Terry Rhodes, Accounting Manager
SUBJECT: Treasurer's Report – October 2014

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Treasurer's Reports.

DISCUSSION:

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

FISCAL IMPACT:

None at this time.

Submitted by:
Terry Rhodes
Accounting Manager

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Treasurer's Report

**WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
October 2014**

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	\$ 126,173.91	\$ 126,173.91	\$ 126,173.91	100.00%	0	0.000%
TOTAL	\$ 126,173.91	\$ 126,173.91	\$ 126,173.91	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	\$ 125,354.84	\$ 819.07	\$ 0.00	\$ 126,173.91	0.000%
TOTAL	\$ 125,354.84	\$ 819.07	\$ 0.00	\$ 126,173.91	
TOTAL INVESTMENT	\$ 126,173.91				

In compliance with the California Code Section 53646, as the General Manager of the Wildomar Cemetery District, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's expenditure requirements for the next six months.
I also certify that this report reflects all Government Agency pooled investments and all District's bank balances.

Terry Rhodes
Accounting Manager

Date