

CITY OF WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT AGENDA

5:30 P.M. – CLOSED SESSION

6:30 P.M. – REGULAR MEETING

FEBRUARY 12, 2014

Council Chambers
23873 Clinton Keith Road



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

Gary Nordquist
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA FEBRUARY 12, 2014

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

REPORTS: All agenda items and reports are available for review at: Wildomar City Hall, 23873 Clinton Keith Road; Mission Trail Library, 34303 Mission Trail Blvd.; and on the City's website, www.cityofwildomar.org. 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)(4) to confer with legal counsel with regard to two matters of potential initiation of litigation.
2. 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 two matters of potential exposure to litigation.
3. 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 - Case No. MCC 1300818
 - B. Alliance for Intelligent Planning v. City of Wildomar and CV Communities - Case No. MCC1400009
 - C. Martha Bridges and John Burkett v. City of Wildomar and CV Communities - Case No. RIC 1400419

RECONVENE INTO OPEN SESSION

ANNOUNCEMENT

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

PRESENTATIONS

Presentation to Supervisor Kevin Jeffries

Elsinore High School FFA Presentation

Fire Department Update

PUBLIC COMMENTS

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

COUNCIL COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

1.0 CONSENT CALENDAR

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

1.1 Reading of Ordinances

RECOMMENDATION: 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 01-02-14 in the amount of \$102,078.51;
2. Warrant Register dated 01-02-14 in the amount of \$7,825.79;
3. Warrant Register dated 01-02-14 in the amount of \$10,500.00;
4. Warrant Register dated 01-09-14 in the amount of \$222,342.58;
5. Warrant Register dated 01-16-14 in the amount of \$684,875.66;
6. Warrant Register dated 01-16-14 in the amount of \$23,025.93;
7. Warrant Register dated 01-23-14 in the amount of \$260,641.97;
8. Warrant Register dated 01-30-14 in the amount of \$266,792.06;
9. Warrant Register dated 01-30-14 in the amount of \$8,635.63; and
10. Payroll Register dated 02-04-14 in the amount of \$43,341.81.

1.3 Tentative Tract Map No. 25122 – Planning Commission’s Approval

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

1.4 Tentative Tract Map No. 32078 – Planning Commission’s Approval

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

1.5 Bundy Canyon Plaza Temporary Detention Basins Maintenance Agreement

RECOMMENDATION: Staff recommends that the City Council execute the Temporary Detention Basins Facilities Maintenance Agreement.

1.6 FY12-13 Comprehensive Annual Financial Report (CAFR)

RECOMMENDATION: Staff recommends that the City Council receive and file the 2012-13 CAFR.

1.7 FY2012-13 California Supplemental Law Enforcement Services Fund (SLESF) Grant Program

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

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, RECOMMENDING THE USE OF \$100,000 FROM THE
2013-14 STATE BUDGET TO PROVIDE FUNDING ADDITIONAL
PUBLIC SAFETY PERSONNEL

1.8 Delegation of Authority to Execute Right of Way Certifications

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

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, DELEGATING AUTHORITY TO THE CITY MANAGER TO
EXECUTE RIGHT OF WAY CERTIFICATIONS

1.9 Ordinance No. 93 Second Reading – Development Impact Fees

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

ORDINANCE NO. 93
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AMENDING AND RESTATING ARTICLE I
(DEVELOPMENT IMPACT FEES) OF CHAPTER 3.44 (FEES) OF THE
WILDOMAR MUNICIPAL CODE AND AMENDING SECTION 16.20.02
(PARK AND RECREATION FEES AND DEDICATIONS) OF THE
WILDOMAR MUNICIPAL CODE

2.0 PUBLIC HEARINGS

2.1 Appeal of Minor Changes to Tentative Tract Map 25122 Appeal of Minor Changes - Planning Application No. 13-0120

RECOMMENDATION: Staff recommends that the City Council:

1. Open the public hearing and take public testimony; and
2. Continue this agenda item to the March 12, 2014 City Council meeting.

2.2 Appeal of Minor Changes to Tentative Tract Map 32078 Appeal of Minor Changes - Planning Application No. 13-0121

RECOMMENDATION: Staff recommends that the City Council:

1. Open the public hearing and take public testimony; and
2. Continue this agenda item to the March 12, 2014 City Council meeting.

2.3 Five-Year Capital Improvement Program (Fiscal Years 2013/14 to 2017/18) and Amend the Budget for Fiscal Year 2013/14

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

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT
PROGRAM FOR FISCAL YEARS 2013/14 TO 2017/18 AND AMENDING
THE BUDGET FOR FISCAL YEAR 2013/14

2.4 FY 2013-14 Mid-Year Budget Report

RECOMMENDATION: Staff recommends that the City Council:

1. Approve the budget adjustments and recommendations as listed in the Fiscal Year 2013-14 Mid Year Budget Report; and
2. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AUTHORIZING AN AMENDMENT TO
THE FY 2013-14 BUDGETED REVENUES, EXPENSES AND
AUTHORIZED POSITIONS

- 2.5 Second Reading – Ordinance No. 92 2013 Building Codes Adoption**
RECOMMENDATION: Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 92
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 8.28, 15.12, 15.16, 15.20, 15.24, 15.28, 15.32, AND 15.52 OF THE WILDOMAR MUNICIPAL CODE, AND ADDING CHAPTERS 15.18, 15.22 AND 15.38 TO THE WILDOMAR MUNICIPAL CODE, BY ADOPTING THE 2013 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE) WITH APPENDICES AND AMENDMENTS THERETO

3.0 GENERAL BUSINESS

- 3.1 Establishment of Community Facilities District No. 2013-1 (Services)**
RECOMMENDATION: Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014-____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

- 3.2 General Plan Amendment (GPA) Initiation Request (PA No. 13-0041)**
RECOMMENDATION: The Planning Commission recommends that the City Council support the initiation of a General Plan Amendment for the Strata/Clinton Keith Project (Planning Application No. 13-0041 to change the land use designation on the northerly 10 acres from Business Park (BP) to Commercial Retail (CR).

- 3.3 Community Services Commission**
RECOMMENDATION: Staff recommends that the City Council discuss and provide direction in regards to the creation of a Community Services Commission.

3.4 Amendment of Solid Waste Ordinance and Repeal of County Resolution Establishing a Comprehensive Collection Area

RECOMMENDATION: Staff recommends that the City Council take the following actions:

1. Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING AND READOPTING CHAPTER 8.104 (SOLID WASTE COLLECTION AND DISPOSAL) OF THE MUNICIPAL CODE AND REPEALING CHAPTER 8.108 (COMPREHENSIVE SOLID WASTE COLLECTION AND DISPOSAL FOR CERTAIN AREAS) OF THE MUNICIPAL CODE

2. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING COUNTY OF RIVERSIDE RESOLUTION NO. 2006-159 ESTABLISHING COMPREHENSIVE COLLECTION AND DISPOSAL OF SOLID WASTE WITHIN THE COMMUNITY OF WILDOMAR

3.5 Consultant Service Agreement for Collier Elementary School Safe Routes to School Improvement Project

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to execute a Consultant Services Agreement with RBF Consulting for Engineering Design Services for the Collier Elementary School Safe Routes to School Improvement Project.

3.6 Parks Update and Reopening Plans

RECOMMENDATION: Staff recommends that the City Council provide direction to Staff for the reopening of the Parks.

3.7 Water Conservation and Park Renovation

RECOMMENDATION: Staff recommends that the City Council:

1. Hydro seed the lawn area for the sports fields at Marna O'Brien Park;
2. Reduce lawn area(s) with drought tolerant plantings for the non-sports activity areas at Windsong Park, Regency Heritage Park and Marna O'Brien Park; and
3. Reduce lawn areas in the Public Right of Way with more drought tolerant plantings.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

Report on AB 1090 which expands Fair Political Practice Commission's (FPPC) conflict of interest advice and enforcement authority

FUTURE AGENDA ITEMS

ADJOURN THE CITY COUNCIL

The City Council will be adjourned to item #6.1 on the Wildomar Cemetery District Agenda.

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 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 01-02-14, in the amount of \$1,124.83;
2. Warrant Register dated 01-09-14, in the amount of \$551.33;
3. Warrant Register dated 01-16-14, in the amount of \$1,751.99;
4. Warrant Register dated 01-23-14, in the amount of \$401.59; and
5. Warrant Register dated 01-30-14, in the amount of \$1,478.83.

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

RECONVENE THE WILDOMAR CITY COUNCIL

6.1A Lease Agreement with the City for Cemetery Property

RECOMMENDATION: Staff recommends that the Board of Trustees authorize the General Manager to sign the Lease Agreement with the City of Wildomar, as the Lessor of parcels 3 and 4 (APN's 376-060-001-3 and 376-060-016-7) for recreational purposes consistent with California Health and Safety Code § 9054(b).

6.1B First Amendment to Lease Agreement for Cemetery Property

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to sign the First Amendment to the Lease Agreement, as the Lessee, with Wildomar Cemetery District to lease parcels 3 and 4 (APN's 376-060-001-3 and 376-060-016-7) for recreational purposes consistent with California Health and Safety Code § 9054(b).

ADJOURN THE WILDOMAR CITY COUNCIL

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

City Council/Wildomar Cemetery District Regular Meeting Schedule


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

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

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

I, Debbie A. Lee, Wildomar City Clerk, do certify that on February 8, 2014, by 1:00 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,
Library, 34303 Mission Trail Blvd.


Debbie A. Lee, CMC, City Clerk

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.2
CONSENT CALENDAR
Meeting Date: February 12, 2014

TO: Mayor and City Council Members
FROM: Misty V. Cheng, Controller
SUBJECT: Warrant and Payroll Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated 01-02-14 in the amount of \$102,078.51;
2. Warrant Register dated 01-02-14 in the amount of \$7,825.79;
3. Warrant Register dated 01-02-14 in the amount of \$10,500.00;
4. Warrant Register dated 01-09-14 in the amount of \$222,342.58;
5. Warrant Register dated 01-16-14 in the amount of \$684,875.66;
6. Warrant Register dated 01-16-14 in the amount of \$23,025.93;
7. Warrant Register dated 01-23-14 in the amount of \$260,641.97;
8. Warrant Register dated 01-30-14 in the amount of \$266,792.06;
9. Warrant Register dated 01-30-14 in the amount of \$8,635.63; and
10. Payroll Register dated 02-04-14 in the amount of \$43,341.81.

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 2013-14 Budgets.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Voucher List 1/2/2014 x3
Voucher List 1/9/2014
Voucher List 1/16/2014 x2
Voucher List 1/23/2014
Voucher List 1/30/2014 x2
Payroll List 2/4/14

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Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202885	1/2/2014	000458 AMERICAN FENCE COMPANY, INC.	1746239		TEMPORARY FENCE 12/22/13-1/21/14	84.00
			1746251		TEMPORARY FENCE 12/22/13-1/21/14	226.80
					Total :	310.80
202886	1/2/2014	000008 AT&T MOBILITY	X12202013		COUNCIL MOBILE PHONE 11/13/13-12/1	77.22
					Total :	77.22
202887	1/2/2014	000028 CALPERS	1274B		JAN 2014 MEDICAL PREMIUM	11,268.33
					Total :	11,268.33
202888	1/2/2014	000043 CHENG, MISTY	12/31/2013		DEC 2013 ACCOUNTING CONTRACTU	17,334.00
					Total :	17,334.00
202889	1/2/2014	000035 COUNTY OF RIVERSIDE, TLMA	TL0000010176		NOV 2013 SLF COSTS	905.67
					Total :	905.67
202890	1/2/2014	000027 DIRECT TV	21993192311		12/12/13-1/11/14 CABLE SERVICES - CI	94.99
					Total :	94.99
202891	1/2/2014	000022 EDISON	121713		ELECTRIC - CITY HALL	5,767.39
			121813		11/15/13-12/17/13 ELEC WILDOMAR 311	15.14
			122013		ZONE ELECTRIC	942.19
					Total :	6,724.72
202892	1/2/2014	000549 ENTERPRISE MEDIA	I01178647		PUBLIC NOTICE	115.50
			I01178652		PUBLIC NOTICE	123.20
			I01178954		PUBLIC NOTICE	415.80
			I01178964		PUBLIC NOTICE	172.70
			I01178971		PUBLIC NOTICE	184.80
			I01180270		PUBLIC NOTICE	126.50
			I01192173		PUBLIC NOTICE	557.70
					Total :	1,696.20
202893	1/2/2014	000497 EXCEL LANDSCAPE	77789A	0000092	LIGHTING & LANDSCAPE MAINTENANC	814.18
			77790A	0000092	LIGHTING & LANDSCAPE MAINTENANC	266.82
					Total :	1,081.00

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Voucher List
City of Wildomar

Page: 2

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202894	1/2/2014	000024 GUARDIAN	121613		JAN 2014 DENTAL & VISION BENEFITS	1,680.89
					Total :	1,680.89
202895	1/2/2014	000304 JOE A. GONSALVES & SON	24149	0000091	DEC 2013 CONTRACTUAL LEGISLATIVI	3,000.00
					Total :	3,000.00
202896	1/2/2014	000599 M V CHENG & ASSOCIATES	WE12/15/13		WE 12/15/13 ACCOUNTING CONTRACT	324.87
					Total :	324.87
202897	1/2/2014	000588 MANPOWER TEMP SERVICES	5064991 5065094		PARKS LANDSCAPING / GROUND WOF PARKS LANDSCAPING / GROUND WOF	531.00 513.00
					Total :	1,044.00
202898	1/2/2014	000038 MIT ENGINEERING AND, CONSTRUCTION	121713		DEVELOPER DEPOSIT REFUND OF UN	670.76
					Total :	670.76
202899	1/2/2014	000178 MORALES, JANET	100813		EDUCATIONAL REIMBURSEMENT	1,500.00
					Total :	1,500.00
202900	1/2/2014	000578 PCR SERVICES CORPORATION	13-2176	0000104	EMERGENCY REGULATORY PERMITTI	2,435.28
					Total :	2,435.28
202901	1/2/2014	000526 PRINT POSTAL	5427		SPECIAL EVENT SIGNS	50.00
					Total :	50.00
202902	1/2/2014	000186 RIGHTWAY	733822		SPECIAL EVENT	151.20
					Total :	151.20
202903	1/2/2014	000149 RIVERSIDE COUNTY EXECUTIVE, OFFICE	1314-06/07WIL		ANIMAL SHELTERING SRVCS DEC 201	25,237.48
					Total :	25,237.48
202904	1/2/2014	000435 STRATA OAK, LLC C/O STRATA, EQUITY GRO	100114		JAN 2014 CITY HALL MONTHLY LEASE	9,490.49
					Total :	9,490.49
202905	1/2/2014	000603 THE GILL COMPANY	121713		DEVELOPER DEPOSIT REFUND OF UN	1,052.15
					Total :	1,052.15
202906	1/2/2014	000215 THE PRESS-ENTERPRISE	122613		NEWSPAPER SUBSCRIPTION CITY HAI	265.00

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Voucher List
City of Wildomar

Page: 3

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202906	1/2/2014	000215 000215 THE PRESS-ENTERPRISE	(Continued)		Total :	266.00
202907	1/2/2014	000558 URS CORPORATION	5727138	0000089	CONSULTANT SERVICES AGREEMENT	1,134.08
			5727139	0000089	CONSULTANT SERVICES AGREEMENT	5,998.67
					Total :	7,132.75
202908	1/2/2014	000020 VERIZON	120713		12/7/13-1/6/14 TELEPHONE CHARGES	41.00
					Total :	41.00
202909	1/2/2014	000131 WESTERN RIVERSIDE COUNTY, RCA	123113		MSHCP MITIGATION FEES: NOV 2013	6,684.51
					Total :	6,684.51
202910	1/2/2014	000602 YANKEE INVESTMENTS INC, DOUG LECH	121913		DEVELOPER DEPOSIT REFUND OF UN	1,825.20
					Total :	1,825.20
26 Vouchers for bank code : wf						Bank total : 102,078.51
26 Vouchers in this report						Total vouchers : 102,078.51

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Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202911	1/2/2014	000006 WELLS FARGO PAYMENT REMITTANCE, CEN	112613		GASOLINE - CEMETERY	70.00
			112713		OFFICE SUPPLIES	647.17
			120213		PAYPAL FLOW PRO FOR EDEN	59.95
			120613		NON-DEPARTMENTAL CONFERENCE C	27.02
			120813A		SPECIAL EVENT SUPPLIES BREAKFAS	17.27
			120813B		SPECIAL EVENT SUPPLIES BREAKFAS	115.89
			120913		CAFR SUPPLIES	61.00
			120913		CAFR SUPPLIES	32.38
			121013		SPECIAL EVENT SUPPLIES - 2014 EAS	707.42
			121113		FIRE STATION EXPENSES	132.94
			121113		CITY COUNCIL MEETING SUPPLIES	110.00
			121213		FIRE STATION EXPENSES	84.93
			121213		CONFERENCE ROOM & PHONE FOR C	223.82
			121213		NON-DEPT OFFICE SUPPLIES	157.44
			121413		INTUIT QB ONLINE	23.97
			121813		BREAKROOM SUPPLIES	60.19
			121913A		PLANNING COMMISSION ACADEMY CC	525.00
			121913B		PLANNING COMMISSION ACADEMY CC	525.00
			121913C		PLANNING COMMISSION ACADEMY CC	525.00
			121913D		PLANNING COMMISSION ACADEMY CC	525.00
			121913E		PLANNING COMMISSION ACADEMY CC	525.00
			122013		BALANCE FORWARD	0.20
			1241057590		COUNCIL PHONE/DATA	30.08
			1315383		BUSINESS CHECKS	59.38
			3072698201		CITY CLERK NEW LAW CONFERENCE	323.62
			5375		CITY COUNCIL & PLANNING COMMISSI	156.60
			684229103		BREAKROOM / CITY CLERK SUPPLIES	75.47
			W242081390		FIRE STATION EXPENSES	1,793.75
			Z487SI		AIRFARE - M SWANSON PARSAC MEE1	230.30
Total :						7,825.79

1 Vouchers for bank code : wf

Bank total : 7,825.79

1 Vouchers in this report

Total vouchers : 7,825.79

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Voucher List
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202912	1/2/2014	000210 ALBERT A. WEBB ASSOCIATES	133434	0000107	ANNUAL CSA ADMINISTRATION: CSA 2:	4,250.00
			133435	0000108	ANNUAL ADMINISTRATION LLMD 89-1-4	6,250.00
Total :						10,500.00
1 Vouchers for bank code : wf						Bank total : 10,500.00
1 Vouchers in this report						Total vouchers : 10,500.00

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Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202913	1/9/2014	000044 A&A JANITORIAL SERVICES	2049	0000082	JANITORIAL SERVICES - MARNA O'BRIEN	870.00
					Total :	870.00
202914	1/9/2014	000007 ANIMAL FRIENDS OF THE VALLEY, INC.	NOVEMBER		ANIMAL CONTROL SERVICES NOV 201	5,600.00
					Total :	5,600.00
202915	1/9/2014	000554 AT & T	122813		TELEPHONE LONG DIST P/E 12/28/13 C	1,050.43
					Total :	1,050.43
202916	1/9/2014	000008 AT&T MOBILITY	X12282013		COUNCIL MOBILE PHONE 11/21/13-12/2	110.27
					Total :	110.27
202917	1/9/2014	000034 BIO-TOX LABORATORIES	27991 27992		RC SHERIFF - LAB SERVICES RC SHERIFF - LAB SERVICES	156.00 518.00
					Total :	674.00
202918	1/9/2014	000028 CALPERS	122913		12/16/13-12/29/13 BENEFIT CONTRIBUT	5,364.30
					Total :	5,364.30
202919	1/9/2014	000402 COUNTY OF RIVERSIDE	10314		BUILDING & SAFETY, CODE BILL FOR F	333.50
					Total :	333.50
202920	1/9/2014	000036 DATAQUICK	B12247729		DEC 2013 CODE ENFORCEMENT SOFT	150.00
					Total :	150.00
202921	1/9/2014	000022 EDISON	10314A 10314B		ELEC 12/1/14-1/1/14 CSA 103 PALOMAR ELEC 12/1/14-1/1/14 CITY LAMPS	76.05 91.52
					Total :	167.57
202922	1/9/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER DIST	6428865 6428866 6428867 6428868 6428869 6441136 6444493 6444494		11/13/13-12/12/13 WATER ZONE 52 LOC 11/13/13-12/12/13 WATER ZONE 29 LOC 11/13/13-12/12/13 WATER ZONE 3 LOC 11/13/13-12/12/13 WATER ZONE 71 LOC 11/13/13-12/12/13 WATER MARNA O'BRI 11/14/13-12/13/13 WATER HERITAGE PH 11/15/13-12/16/13 WATER ZONE 3 LOC 11/15/13-12/16/13 WATER ZONE 3 LOC	62.78 30.84 164.33 71.38 732.51 430.79 171.30 258.01

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202922	1/9/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER DIST	(Continued)			
			6444495		11/15/13-12/16/13 WATER ZONE 3 LOC :	132.71
					Total :	2,054.66
202923	1/9/2014	000077 EXEC-U-CARE	121913		MEDICAL INS CITY COUNCIL DEC 2013	697.81
					Total :	697.81
202924	1/9/2014	000499 INLAND EMPIRE LANDSCAPE INC	6747	0000087	THE COUNTY OF RIVERSIDE TRANSFE	3,644.18
			6749	0000087	THE COUNTY OF RIVERSIDE TRANSFE	170.29
			6750	0000087	THE COUNTY OF RIVERSIDE TRANSFE	196.91
			6751	0000087	THE COUNTY OF RIVERSIDE TRANSFE	985.94
			6752	0000087	THE COUNTY OF RIVERSIDE TRANSFE	170.27
					Total :	5,167.59
202925	1/9/2014	000079 LAN WAN ENTERPRISE	48687		JAN 2014 WILDOMAR MAINTENANCE C	1,200.00
					Total :	1,200.00
202926	1/9/2014	000083 LSL CPAS	9192		PROFESSIONAL SERVICE: 2013 GOV F	1,414.00
					Total :	1,414.00
202927	1/9/2014	000018 ONTRAC	7855580		SHIPPING COSTS	61.03
					Total :	61.03
202928	1/9/2014	000067 PETTY CASH	59		PETTY CASH REPLENISHMENT: PARK	32.37
			60		PETTY CASH REPLENISHMENT: RIBBO	2.42
			61		PETTY CASH REPLENISHMENT: WRCC	8.00
			62		PETTY CASH REPLENISHMENT: CPR F	14.05
			63		PETTY CASH REPLENISHMENT: GDS F	4.85
			64		PETTY CASH REPLENISHMENT: CITY C	3.89
			65		PETTY CASH REPLENISHMENT: FOAM	5.39
			66		PETTY CASH REPLENISHMENT: CEME	12.90
					Total :	83.87
202929	1/9/2014	000606 RING CENTRAL	13523		PHONE - 20 LINES 11/19/13-12/28/13	598.20
			13601		PHONE - 20 LINES 11/21/13-11/20/14	5,316.00
			13602		POLYCOMM VVX 500 (14) IP6000 (2)	6,443.86
			15075		DIGITAL - 6 LINES / POLYCOMM VVX-50	3,733.69

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202929	1/9/2014	000606 000606 RING CENTRAL	(Continued)		Total :	16,091.75
202930	1/9/2014	000047 RIVERSIDE COUNTY, SHERIFF'S DEPARTMEN SH0000022912			8/22/13-9/18/13 CONTRACT LAW ENFOI	168,965.51
					Total :	168,965.51
202931	1/9/2014	000529 SIEMENS INDUSTRY, INC	400117107 40117109		TRAFFIC SIGNAL RESPONSE CALL OU TRAFFIC SIGNAL MAINTENANCE NOV :	1,752.79 1,301.81
					Total :	3,054.60
202932	1/9/2014	000607 STEVENS, CONSTANCE	123013		FIXED FEE REFUND PERMIT #BEL-13-C	76.63
					Total :	76.63
202933	1/9/2014	000475 THE SAN DIEGO UNION-TRIBUNE, LLC	346955		PUBLIC NOTICE - REQUEST - REQUEST	122.00
					Total :	122.00
202934	1/9/2014	000020 VERIZON	122213		12/22/13-1/21/14 FIOS INTERNET CHAR	129.99
					Total :	129.99
202935	1/9/2014	000437 VERIZON WIRELESS	9717115761		12/23/13-1/22/14 DATA INTERNET CHAR	30.08
					Total :	30.08
202936	1/9/2014	000055 WRCOG	10914		TUMF FEES DEC 2013	8,873.00
					Total :	8,873.00
24 Vouchers for bank code : wf						Bank total : 222,342.58
24 Vouchers in this report						Total vouchers : 222,342.58

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202941	1/16/2014	000068 COUNTY OF RIVERSIDE, FIRE DEPARTMENT	231843		FIRE PROTECTION SERVICES 7/1/13-9/	461,805.17
					Total :	461,805.17
202942	1/16/2014	000011 CR&R INC.	269902		DUMP 40 YD BOX, DISPOSAL FEE 12/6/	886.61
			269929		12/18/13 40 YD BOX - HERITAGE PARK	68.92
			29947		12/6/13 40 YD BOX & NEIGHBORHOOD	216.24
					Total :	1,171.77
202943	1/16/2014	000336 CSMFO	51824		2014 CSMFO MEMBERSHIP RENEWAL	110.00
					Total :	110.00
202944	1/16/2014	000037 DATA TICKET, INC.	49930		CODE ENFORCEMENT CITATION PROC	544.00
			50535		CODE ENFORCEMENT CITATION PROC	1,243.00
			50771		CODE ENFORCEMENT CITATION PROC	150.00
					Total :	1,937.00
202945	1/16/2014	000549 ENTERPRISE MEDIA	101197550		PUBLIC NOTICE - MINOR CHANGE TO	118.80
			101197562		PUBLIC NOTICE - MINOR CHANGE TO	123.20
					Total :	242.00
202946	1/16/2014	000016 INNOVATIVE DOCUMENT SOLUTIONS	137478		12/1/13-12/31/13 CONTRACT COPIER S	623.91
					Total :	623.91
202947	1/16/2014	000072 INTERWEST CONSULTING GROUP	15994		PROFESSIONAL SERVICES OCTOBER	42,733.10
			15995		PROFESSIONAL SERVICES OCTOBER	172,913.05
					Total :	215,646.15
202948	1/16/2014	000599 M V CHENG & ASSOCIATES	WE1/5/14		WE1/5/14 ACCOUNTING CONTRACTUA	264.13
			WE12/29/13		WE 12/29/13 ACCOUNTING CONTRACT	338.08
					Total :	602.21
202949	1/16/2014	000018 ONTRAC	7862813		SHIPPING COSTS	17.95
					Total :	17.95
202950	1/16/2014	000185 PITNEY BOWES	11314		FINANCE CHARGE	14.43
					Total :	14.43

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202951	1/16/2014	000214 ROTARY CLUB OF WILDOMAR	11314		BREAKFAST WSANTA FUNDRAISER	484.37
					Total :	484.37
202952	1/16/2014	000217 SITE CREATORS	1572		3RD & 4TH QTR 2013 WEBSITE UPDAT	1,320.00
					Total :	1,320.00
202953	1/16/2014	000498 VAN DYKE LANDSCAPE ARCHITECTS	18689	0000086	THE COUNTY OF RIVERSIDE TRANSFE	172.50
					Total :	172.50
202954	1/16/2014	000020 VERIZON	10114A		12/1/13-12/31/13 OFFICE TELEPHONE C	687.07
			10114B		12/1/13-12/31/13 TELEPHONE CHARGE	41.13
					Total :	728.20
14 Vouchers for bank code : wf						Bank total : 684,875.66
14 Vouchers in this report						Total vouchers : 684,875.66

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202959	1/16/2014	000318 COLGAN CONSULTING CORPORATION	12	0000106	DIF STUDY FY 13/14 - UPDATE 2/13/13 :	2,713.31
					Total :	2,713.31
202960	1/16/2014	000022 EDISON	10814A		ELEC 12/1/13-1/1/14	193.04
			10814B		ELEC 12/1/13-1/1/14	72.95
			10814C		ELEC 12/1/13-1/1/14	3,003.35
			10814D		ELEC 12/1/13-1/1/14	13,404.01
			10914		ELEC 12/1/13-1/1/14	1,930.16
					Total :	18,603.51
202961	1/16/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER DIST	3513953		11/21/13-12/20/13 WATER	99.03
			6510653		11/20/13-12/19/13 WATER	132.57
			6510654		11/20/13-12/19/13 WATER	90.71
			6510655		11/20/13-12/19/13 WATER	105.66
			6513946		11/21/13-12/20/13 WATER	41.13
			6513947		11/21/13-12/20/13 WATER	51.77
			6513948		11/21/13-12/20/13 WATER	29.81
			6513949		11/21/13-12/20/13 WATER	30.28
			6513950		11/21/13-12/20/13 WATER	114.54
			6513951		11/21/13-12/20/13 WATER	494.99
			6513952		11/21/13-12/20/13 WATER	187.22
			6513954		11/21/13-12/20/13 WATER	52.69
			6513955		11/21/13-12/20/13 WATER	113.33
			6513956		11/21/13-12/20/13 WATER	37.44
			651397		11/21/13-12/20/13 WATER	81.14
			6517322		11/22/13-12/23/13 WATER	46.80
					Total :	1,709.11
3 Vouchers for bank code :		wf			Bank total :	23,025.93
3 Vouchers in this report					Total vouchers :	23,025.93

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202966	1/23/2014	000312 ADAME LANDSCAPE, INC.	54822	0000093	LANDSCAPE MAINTENANCE FOR CSA	125.00
					Total :	125.00
202967	1/23/2014	000031 AFLAC, REMITTANCE PROCESSING, CENTER 121475			JAN 2014 CITY COUNCIL & CITY CLERK	349.89
					Total :	349.89
202968	1/23/2014	000600 APPLIED PLANNING INC	014-0064		WALMART EIR - DEC 2013	22,490.30
					Total :	22,490.30
202969	1/23/2014	000008 AT&T MOBILITY	X01202014		COUNCIL MOBILE PHONE 12/13/13-1/14	77.22
					Total :	77.22
202970	1/23/2014	000081 CALIFORNIA BUILDING STANDARDS, COMMIS 11614			CA BLDG STANDARDS ADMIN REVOLV	410.40
					Total :	410.40
202971	1/23/2014	000082 DEPARTMENT OF CONSERVATION, DIVISION 11614			SMIP FEES OCT 2013-DEC 2013	660.62
					Total :	660.62
202972	1/23/2014	000054 DEPARTMENT OF TRANSPORTATION	SL140534		SIGNALS & LIGHTING BILLING OCT 201	2,422.26
					Total :	2,422.26
202973	1/23/2014	000027 DIRECT TV	22224452021		1/12/14-2/11/14 CABLE SERVICES - CIT	94.99
					Total :	94.99
202974	1/23/2014	000549 ENTERPRISE MEDIA	101201287 101201894		PUBLIC NOTICE - WALMART EIR DRAF PUBLIC NOTICE - TPM 36519	218.90 126.50
					Total :	345.40
202975	1/23/2014	000497 EXCEL LANDSCAPE	77223A 77224A	0000076 0000076	ZONE 30 - JUNE 2013 LANDSCAPE MAI ZONE 52 - JUNE 2013 LANDSCAPE MAI	982.12 322.28
					Total :	1,304.40
202976	1/23/2014	000072 INTERWEST CONSULTING GROUP	16567 16606		PROFESSIONAL SERVICES DEC 2013 PROFESSIONAL SERVICES DEC 2013	40,622.90 127,955.93
					Total :	168,578.83
202977	1/23/2014	000304 JOE A. GONSALVES & SON	24220	0000091	PROVIDE SERVICES IN LEGISLATIVE	3,000.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202977	1/23/2014	000304 JOE A. GONSALVES & SON	(Continued)		Total :	3,000.00
202978	1/23/2014	000222 LANGWORTHY, VERONICA	12114		PLANNING COMMISSION MEETING 1/1	75.00
					Total :	75.00
202979	1/23/2014	000588 MANPOWER TEMP SERVICES	5065270		PARKS/LANDSCAPING / GROUND WOF	540.00
			5065375		PARKS/LANDSCAPING / GROUND WOF	4,657.50
					Total :	5,197.50
202980	1/23/2014	000005 PARSAC	102413		SIR - LAURA POETOEHEA CLAIM #VII	5,000.00
					Total :	5,000.00
202981	1/23/2014	000578 PCR SERVICES CORPORATION	13-2276	0000104	EMERGENCY REGULATORY PERMITTII	4,224.06
					Total :	4,224.06
202982	1/23/2014	000526 PRINT POSTAL	5473		PARK SIGNS	68.04
					Total :	68.04
202983	1/23/2014	000605 RECYCLED WOOD PRODUCTS	116136	0000109	BARK AND MULCH FOR PARKS	5,431.86
			116137	0000109	BARK AND MULCH FOR PARKS	5,098.14
					Total :	10,530.00
202984	1/23/2014	000149 RIVERSIDE COUNTY EXECUTIVE, OFFICE	1314-08/09WIL		ANIMAL SHELTER SVCS FEB & MAR 20	26,006.44
					Total :	26,006.44
202985	1/23/2014	000223 SMITH, STAN	12114		PLANNING COMMISSION MEETING 1/15/	75.00
					Total :	75.00
202986	1/23/2014	000435 STRATA OAK, LLC C/O STRATA, EQUITY GROU	20114		FEB 2014 CITY HALL MONTHLY LEASE	9,490.49
					Total :	9,490.49
202987	1/23/2014	000539 SWANN, BOBBY	12114		PLANNING COMMISSION MEETING 1/1	75.00
					Total :	75.00
202988	1/23/2014	000020 VERIZON	10714		1/7/14-2/6/14 TELEPHONE CHARGES	41.13
					Total :	41.13
23 Vouchers for bank code : wf						Bank total : 260,641.97

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202989	1/30/2014	000033 AMERICAN FORENSIC NURSES	64061		BLOOD DRAW	41.08
			64157		BLOOD DRAW	164.32
			64173		BLOOD DRAW / URINE COLLECT	164.32
			64233		BLOOD DRAW	287.56
					Total :	657.28
202990	1/30/2014	000028 CALPERS	1296		FEB 2014 MEDICAL PREMIUM	11,268.33
					Total :	11,268.33
202991	1/30/2014	000318 COLGAN CONSULTING CORPORATION	FINAL	0000106	DIF STUDY FY 13/14 - UPDATE 2/13/13	4,196.10
					Total :	4,196.10
202992	1/30/2014	000002 CRYSTAL CLEAN MAINTENANCE	103C		JANITORIAL SERVICES - CITY HALL (JA	698.00
					Total :	698.00
202993	1/30/2014	000037 DATA TICKET, INC.	51095		CODE ENFORCEMENT CITATION PROC	1,038.00
			51334		CODE ENFORCEMENT CITATION PROC	150.00
					Total :	1,188.00
202994	1/30/2014	000058 DEPARTMENT OF JUSTICE	9413		NOV 2014 POLICE BLOOD ALCOHOL AI	35.00
					Total :	35.00
202995	1/30/2014	000549 ENTERPRISE MEDIA	101204058		PUBLIC NOTICE - PROPOSED AMEND	157.50
					Total :	157.50
202996	1/30/2014	000077 EXEC-U-CARE	12114		MEDICAL INSURANCE JAN 2014 - COU	238.65
					Total :	238.65
202997	1/30/2014	000079 LAN WAN ENTERPRISE	48824		CISCO ASA 5505 SOFTWARE UPGRADI	235.00
					Total :	235.00
202998	1/30/2014	000113 LEAGUE OF CALIFORNIA CITIES	1543		RIVERSIDE COUNTY DIVISION MEMBE	100.00
					Total :	100.00
202999	1/30/2014	000588 MANPOWER TEMP SERVICES	5065460		PARKS LANDSCAPING / GROUND WOF	5,382.00
			5065539		PARKS LANDSCAPING / GROUND WOF	3,420.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202999	1/30/2014	000588 000588 MANPOWER TEMP SERVICES	(Continued)		Total :	8,802.00
203000	1/30/2014	000579 PRINCIPE AND ASSOCIATES	FINAL	0000105	BIOLOGICAL ASSESSMENT REGENCY	750.00
					Total :	750.00
203001	1/30/2014	000042 PV MAINTENANCE, INC.	005-152	0000094	GAS TAX CONTRACTUAL SERVICES F\	40,368.05
					Total :	40,368.05
203002	1/30/2014	000047 RIVERSIDE COUNTY, SHERIFF'S DEPARTMEN	SH0000023032		9/19/13-10/16/13 CONTRACT LAW ENFC	169,778.16
					Total :	169,778.16
203003	1/30/2014	000094 STAUFFERS LAWN EQUIPMENT	D13426	0000110	HONDA COMPANION 2000 PORTABLE	1,187.99
					Total :	1,187.99
203004	1/30/2014	000131 WESTERN RIVERSIDE COUNTY, RCA	12914		MSHCP MITIGATION FEES DEC 2013	27,132.00
					Total :	27,132.00
16 Vouchers for bank code : wf						Bank total : 266,792.06
16 Vouchers in this report						Total vouchers : 266,792.06

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203011	1/30/2014	000068 COUNTY OF RIVERSIDE, FIRE DEPARTMENT	91513		CERT TRAINING 9/13/13-9/15/13	814.59
					Total :	814.59
203012	1/30/2014	000068 COUNTY OF RIVERSIDE, FIRE DEPARTMENT	111013		CERT TRAINING 11/8/13-11/10/13	799.51
					Total :	799.51
203013	1/30/2014	000022 EDISON	11714		12/13/13-1/15/14 ELEC SERVICE	3,088.76
			11814		12/17/13-1/17/14 WILDOMAR 31160 CK I	15.40
			12214		12/1/13-1/1/14 ZONE ELECTRICAL	946.94
					Total :	4,051.10
203014	1/30/2014	000006 WELLS FARGO PAYMENT REMITTANCE, CEN	10214		PAYPAL FLOW PRO FOR EDEN	59.95
			10514		FIRE STATION EXPENSES	17.90
			10614		NON-DEPARTMENTAL CONFERENCE C	20.85
			10614		NON-DEPT OFFICE SUPPLIES	51.81
			10614		DEPARTMENTAL SUPPLIES	135.90
			10714		COUNCIL PHONE/DATA	30.08
			11114		NON-DEPT OFFICE SUPPLIES	19.14
			11414		INTUIT QB ONLINE	23.97
			11714		FIRE STATION EXPENSES	21.81
			11814		NON-DEPARTMENTAL SUPPLIES	108.63
			121813		NON-DEPT OFFICE SUPPLIES	179.03
			122013		SPECIAL EVENT DEPT SUPPLIES	8.62
			153623		PARK SUPPLIES	20.01
			20599		SPECIAL EVENT DEPT SUPPLIES	31.32
			21067		ADMIN DEPARTMENTAL SUPPLIES	13.91
			240131283		COMM SVC DEPT SUPPLIES	19.42
			427		PARK SUPPLIES	22.00
			5013085		DEPARTMENTAL SUPPLIES	202.50
			5023159		PARK SUPPLIES	202.50
			6369		DEPARTMENTAL SUPPLIES	60.00
			669932418		CEMETERY OFFICE/DEPT SUPPLIES	26.83
			669939667		ADMIN OFFICE SUPPLY/B & S DEPT SL	365.63
			690196284		ADMIN DEPT SUPPLIES/B&S OFFICE S	295.96
			690673773		ADMIN DEPT SUPPLIES / B & S DEPT S	347.72
			690975107		ADMIN DEPT SUPPLIES	87.79

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203014	1/30/2014	000006	WELLS FARGO PAYMENT REMITTANCE, CEN' (Continued)			
			690975325		NON-DEPT SUPPLIES	59.84
			694182878		NON-DEPT OFFICE SUPPLIES	137.40
			694183642		CEMETERY DEPT SUPPLIES	26.87
			80396182		NON-DEPARTMENTAL SUPPLIES	64.67
			979		DEPARTMENTAL SUPPLIES	115.00
			S0326790		ADMIN OFFICE SUPPLIES	193.37
					Total :	2,970.43
4 Vouchers for bank code :		wf			Bank total :	8,635.63
4 Vouchers in this report					Total vouchers :	8,635.63

City of Wildomar
Payroll Warrant Register
January 2014

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1/17/2014	Payroll People	12/28-1/10/2014	24,006.32
1/31/2014	Payroll People	1/11-1/28/2014	24,335.49
TOTAL			48,341.81

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

TO: Mayor and City Council Members
FROM: Matthew C. Bassi, Planning Director
SUBJECT: Tentative Tract Map No. 25122 – Planning Commission's Approval

STAFF REPORT

RECOMMENDATION

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

DISCUSSION

TTM No. 25122 was approved by Riverside County on January 30, 2002 for the development of 102 single family homes located at the southwest corner of Palomar Street and McVicar Street. The Planning Commission reviewed a request by C.V. Communities to make minor changes to the approved tract map at its January 15, 2014 meeting.

After receiving staffs' presentation, public hearing discussion from the public and Commission discussion, the Planning Commission voted 3-0-2 (2 vacant seats) to adopt PC Resolution No. 14-01 approving minor changes to Tentative Tract Map No. 25122 (Planning Application 13-0120), subject to the original conditions approved by Riverside County Board of Supervisors and one revised condition proposed by staff regarding indemnification.

In accordance with the City's Subdivision Ordinance (Title 16), this action must be reported to the City Council. At this time, it would be appropriate for the Council to receive and file this report. No further action is required.

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

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

TO: Mayor and City Council Members
FROM: Matthew C. Bassi, Planning Director
SUBJECT: Tentative Tract Map No. 32078 – Planning Commission's Approval

STAFF REPORT

RECOMMENDATION

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

DISCUSSION

TTM No. 32078 was approved by Riverside County on April 25, 2006 for the development of 55 single family homes located on the west side of Palomar Street approximately 1,500 feet south of McVicar Street. The Planning Commission reviewed a request by C.V. Communities to make minor changes to the approved tract map at its January 15, 2014 meeting.

After receiving staffs' presentation, public hearing discussion from the public and Commission discussion, the Planning Commission voted 3-0-2 (2 vacant seats) to adopt PC Resolution No. 14-02 approving minor changes to Tentative Tract Map No. 32078 (Planning Application 13-0121), subject to the original conditions approved by Riverside County Board of Supervisors and one revised condition proposed by staff regarding indemnification.

In accordance with the City's Subdivision Ordinance (Title 16), this action must be reported to the City Council. At this time, it would be appropriate for the Council to receive and file this report. No further action is required.

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

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

TO: Mayor and City Council Members

FROM: Dan York, Public Works Director/City Engineer

SUBJECT: Bundy Canyon Plaza Temporary Detention Basins Maintenance Agreement

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council execute the Temporary Detention Basins Facilities Maintenance Agreement.

BACKGROUND:

As part of the Tentative Parcel Map No. 32257 (TPM) and Conditional Use Permit No. 3403 (CUP), the Bundy Canyon Plaza development, Bundy I-15, LP constructed temporary detention facilities that are necessary to provide storm water protection for their development and the neighboring properties. Until such time that the ultimate storm water facilities are constructed and accepted by the City consistent with the project's TPM and CUP, the Temporary Detention Basins Facilities Maintenance Agreement establishes a cash deposit and maintenance responsibilities of the Developer.

FISCAL IMPACTS:

No Fiscal Impact regarding the Temporary Detention Basin maintenance. If the City performs any maintenance or repairs pursuant to Section 5 of this Agreement, the City may deduct the costs from the \$20,000 cash deposit and require the Landowner to replenish the cash deposit thereafter.

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

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Attachment A – Temporary Detention Basins Facility Maintenance Agreement

ATTACHMENT A

WHEN RECORDED MAIL TO:

City Clerk
City of Wildomar
City Hall
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

(Exempt from Recording Fees Per Government
Code Section 27383)

For Recorder's Office Use Only

TEMPORARY DETENTION BASINS FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of FEB., 2014, by and between Bundy I-15, LP (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property within the City legally described in Exhibit "A" attached hereto and incorporated by this reference, (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the development approvals for the Property, including Tentative Parcel Map No. 32257 and Conditional Use Permit No. 3403, provide for temporary detention basins facilities within the confines of the Property, as more particularly described in Exhibit "B" hereto and incorporated by this reference, and the City has also required the installation of a fence around the perimeter of the temporary detention basins facilities (collectively, the "Facilities"); and

WHEREAS, the City and the Landowner agreed that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain the Facilities on the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Facilities have been constructed by the Landowner in accordance with the plans and specifications approved by the City.
2. The Landowner, its successors and assigns, shall adequately maintain the Facilities, as well as all structures, improvements, and erosion/ sediment control BMPs for flood control protection. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.
3. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper

functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The purpose of the inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary.

5. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the development approvals for the Property, Landowner will follow that schedule.

7. The Landowner shall provide to the City a cash deposit in the amount of \$20,000 to guarantee the performance of the obligations stated herein. If the City performs any repairs pursuant to Section 5 of this Agreement, the City may deduct the costs of said repairs from the cash deposit and require the Landowner to replenish the cash deposit thereafter. As an additional remedy, the City's Engineer may withdraw any previous stormwater-related approval with respect to the Property on which Facilities have been installed and/or implemented until such time as Landowner replenishes the deposit.

8. In event of legal action occasioned by any default or action of the Landowner, or its successors or assigns, then the Landowner and its successors or assigns agree(s) to pay all costs incurred by the City in enforcing the terms of this Agreement, including reasonable attorney's fees and costs, and that the same shall become a part of the lien against said Property.

9. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly. Landowner also agrees to hold the City harmless, defend and indemnify from any liability whatsoever in the event of any legal challenge to this Agreement.

10. This Agreement shall remain in effect until an alternative to the Facilities is installed and accepted by the City at which time this Agreement shall terminate by the City recording a release of this Agreement.

11. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

WITNESS the following signatures:

BUNDY I-15, LP



Hagop Kofdarali
Managing Partner

(SIGNATURE MUST BE NOTARIZED)

CITY OF WILDOMAR

Gary Nordquist
City Manager

Date

ATTEST

Debbie Lee
City Clerk

Date

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On Feb 5, 2014 before me, Kathleen Valenzuela ^{notary} personally appeared Hagop Kofcharian who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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: Kathleen Valenzuela



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

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
 ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

ALL THAT PORTION OF LOT 12 IN SEDCO TRACT NO. 1, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGES 58 THROUGH 75, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTH OF THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 18, 1953 IN BOOK 1536, PAGE 462 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO PAUL KERN ET UX., BY DEED RECORDED JUNE 16, 1969 AS INSTRUMENT NO. 59636 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 31, 1978 AS INSTRUMENT NO. 109248 OF OFFICIAL RECORDS.

APN: 367-100-019-7

PARCEL B:

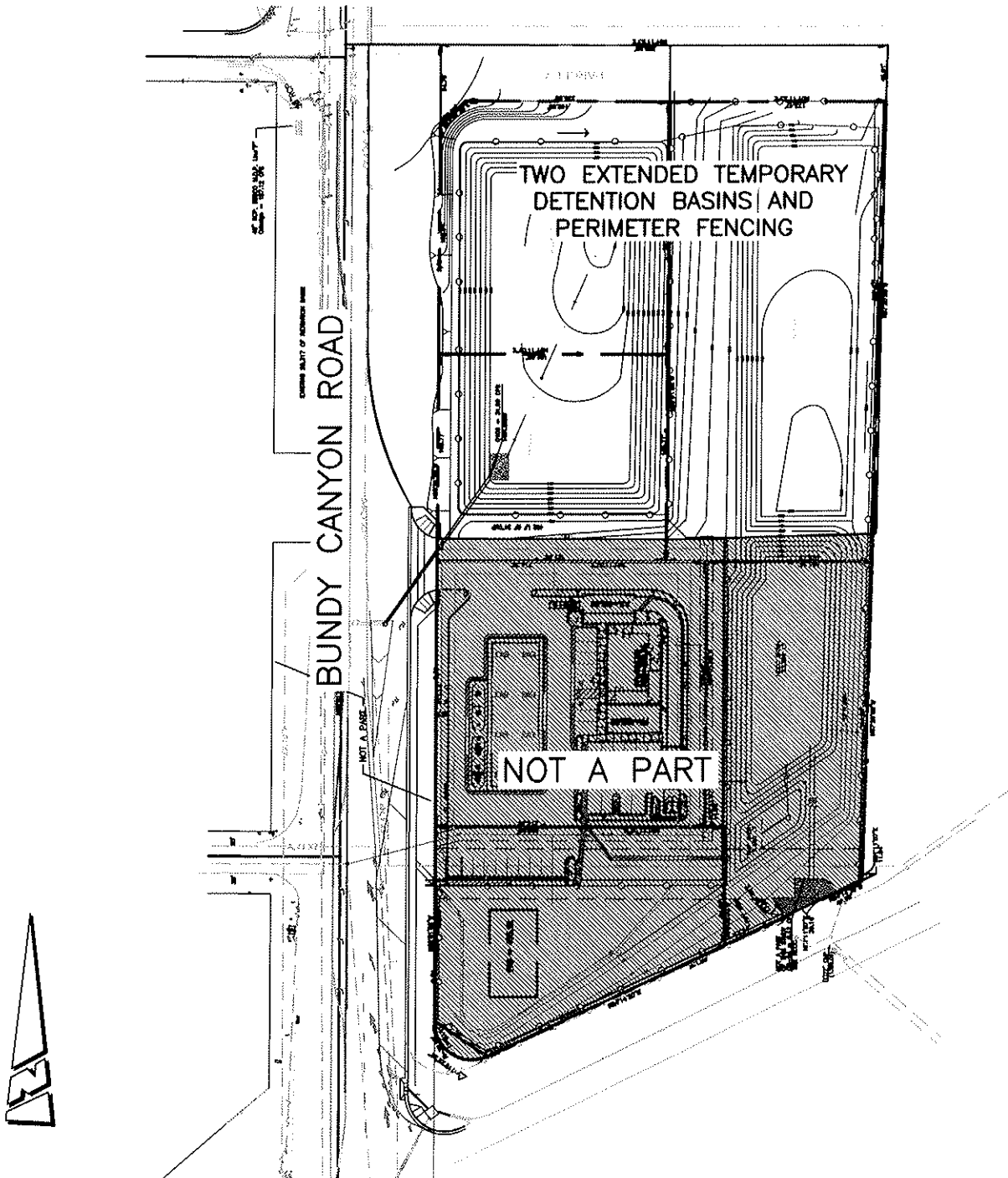
THAT PORTION OF LOT 20 OF SEDCO TRACT NO. 1, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGES 58 THROUGH 75, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE PROPERTY CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED SEPTEMBER 16, 1955 IN BOOK 1794, PAGE 286 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 6, 1975 AS INSTRUMENT NO. 95206 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 20, 1978 AS INSTRUMENT NO. 125210 OF OFFICIAL RECORDS.

APN: 367-100-020-7

EXHIBIT B
(Map/Illustration)



BASINS LOCATION MAP
FOR
BUNDY CANYON PLAZA
22181 BUNDY CANYON PLAZA
WILDOMAR, CA

A.P.N. 367-100-019 & 020
PARCEL MAP NO. 32257/CUP NO. 3403

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

TO: Mayor and City Council Members

FROM: Gary Nordquist, City Manager

SUBJECT: FY12-13 Comprehensive Annual Financial Report (CAFR)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council receive and file the 2012-13 CAFR

.

BACKGROUND/DISCUSSION

The firm of Lance, Soll and Lunghard, LLP, performs the annual financial audit of the City of Wildomar. This audit is required to be performed in accordance with Generally Accepted Accounting Standards and Government Auditing Standards. At the conclusion of the audit test work, the audit firm issues an opinion as to the fairness of presentation of the financial position of the City. The City received a clean opinion on its financial statements.

FISCAL IMPACTS:

None.

Submitted by:
Misty V. Cheng
Controller

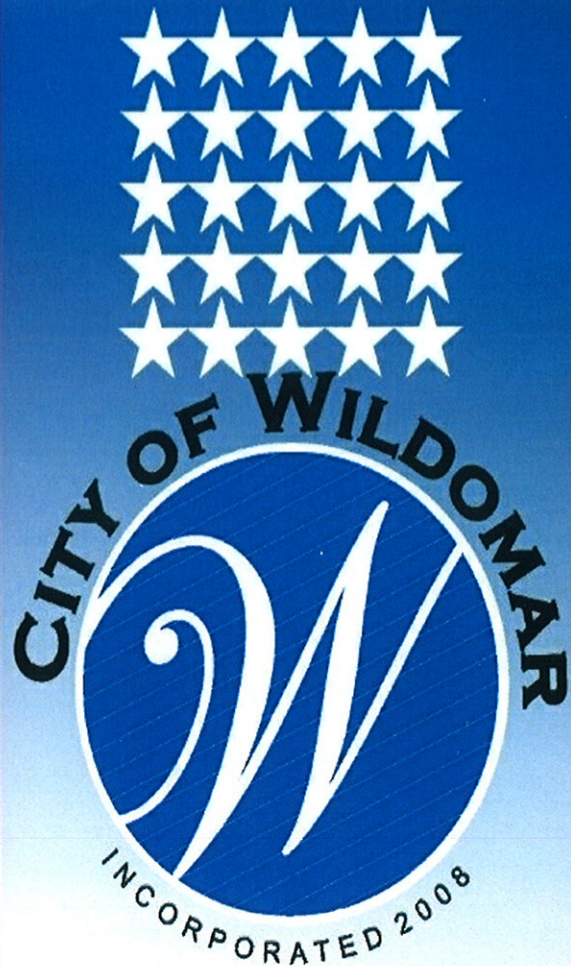
Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

CAFR FY12-13

City of Wildomar

COMPREHENSIVE ANNUAL FINANCIAL REPORT



**FISCAL YEAR ENDED
JUNE 30, 2013**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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CITY OF WILDOMAR, CALIFORNIA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

Prepared By:
The City of Wildomar, California
Finance Department

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CITY OF WILDOMAR
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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CITY OF WILDOMAR
COMPREHENSIVE ANNUAL FINANCIAL REPORT
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CITY OF WILDOMAR
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

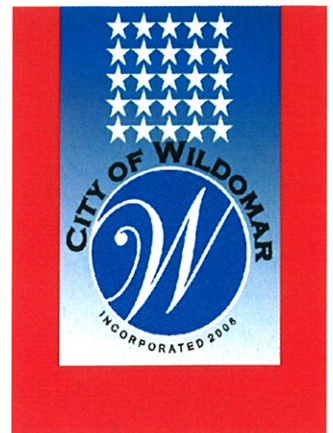
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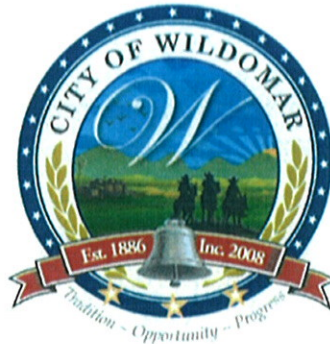
CITY OF WILDOMAR

**INTRODUCTORY
SECTION**



[illegible]

Timothy Walker, Mayor
Marsha Swanson, Mayor Pro Tem
Ben Benoit, Council Member
Bob Cashman, Council Member
Bridgette Moore, Council Member



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

Honorable Mayor, City Council,
And Citizens of the City of Wildomar
City of Wildomar
Wildomar, CA 92595

December 12, 2013

Letter of Transmittal
Fiscal Year 2012-13 Comprehensive Annual Financial Report
(CAFR)

Dear Honorable Mayor, Council Members and Wildomar Citizens,

I am pleased to present the 2012-13 Comprehensive Annual Financial Report for the City of Wildomar, California for the fiscal year ended June 30, 2013.

This report consists of management representations concerning the finances of the City of Wildomar in its fifth year of incorporation. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City of Wildomar continues to establish a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Wildomar's financial statements in conformity with generally accepted accounting principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the City of Wildomar's comprehensive framework of internal controls is being designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

State Law and the City's Municipal Code require that an annual financial report is prepared. This report fulfills that obligation. It has been prepared in conformity with generally accepted accounting principles (GAAP) and with the financial reporting requirements prescribed by the Governmental Accounting Standards Board (GASB).

The City of Wildomar's financial statements have been audited by Lance, Soll and Lunghard, LLP, a firm of certified public accountants and consultants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of Wildomar for the fiscal year ended June 30, 2013, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor's report is presented as the first component of the financial section of this report. GAAP requires that management provide a narrative of introductions, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A).

This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City of Wildomar's MD&A can be found immediately following the report of the independent auditors in the financial section of this report.

Profile of the Government

The area of Wildomar located in southwest Riverside County, incorporated as a City, July 1, 2008. This newly incorporated city is approximately 70 miles north of San Diego and 60 miles southeast of Los Angeles. The City boundaries encompass 24 square miles providing a "Rural Ranch" lifestyle for its 33,174 residents.

The City Council consists of 5 Council Members, elected at large on a non-partisan basis and annually selected amongst them, a Mayor and Mayor Pro Tem. Bi-annual elections are held in November. The terms of office are 4 years but are overlapping so that the City is provided with a continuity of knowledge in the City business and legislative matters.

This report includes all funds of the City. It includes all governmental organizations and activities for which the City of Wildomar's City Council is financially accountable. The City provides the full range of municipal services normally associated with a municipality including general administration, police and fire protection, the construction and maintenance of streets, and related

infrastructure, recreational activities, economic development and the operations and maintenance of the cemetery.

The Council is responsible for enacting ordinances, resolutions, and regulations governing the City as well as the appointment of members of various statutory and advisory boards and the City Manager and City Attorney. As Chief Administrative Officer, the City Manager has the responsibility of administering programs in accordance with policies established by the City Council and within the guidelines of the annual budget adopted by the Council.

The Budget Process

The annual budget serves as the foundation for the City of Wildomar's financial planning and control. The development of the budget is completed as two separate projects: the development of the governmental activities program budget, and the development of the capital improvement program focusing on longer term capital projects.

All departments of the City of Wildomar are required to submit requests for appropriation for all governmental activities to the City Manager by the end of March of each year. The City Manager and the finance department use these requests as the starting point for developing a proposed budget for the governmental activities.

The Ad-Hoc Finance Committee meets with the City Manager at a workshop in mid-April. The City Manager presents the proposed budget for all governmental activities to the City Council at the first Council meeting in June for review. The City Council is required to hold a public hearing on the proposed budget which is generally held at the June meeting. The governmental activities budget is generally adopted at the Council meeting in June.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City of Wildomar operates.

Local Economy

The City of Wildomar, in its fifth year of incorporation, continues to experience the same anemic economic environment as the most of the rest of the State. Although a recent leveling off of the high unemployment and property valuations reductions has started, these factors continue to significantly affect the financial condition of this city.

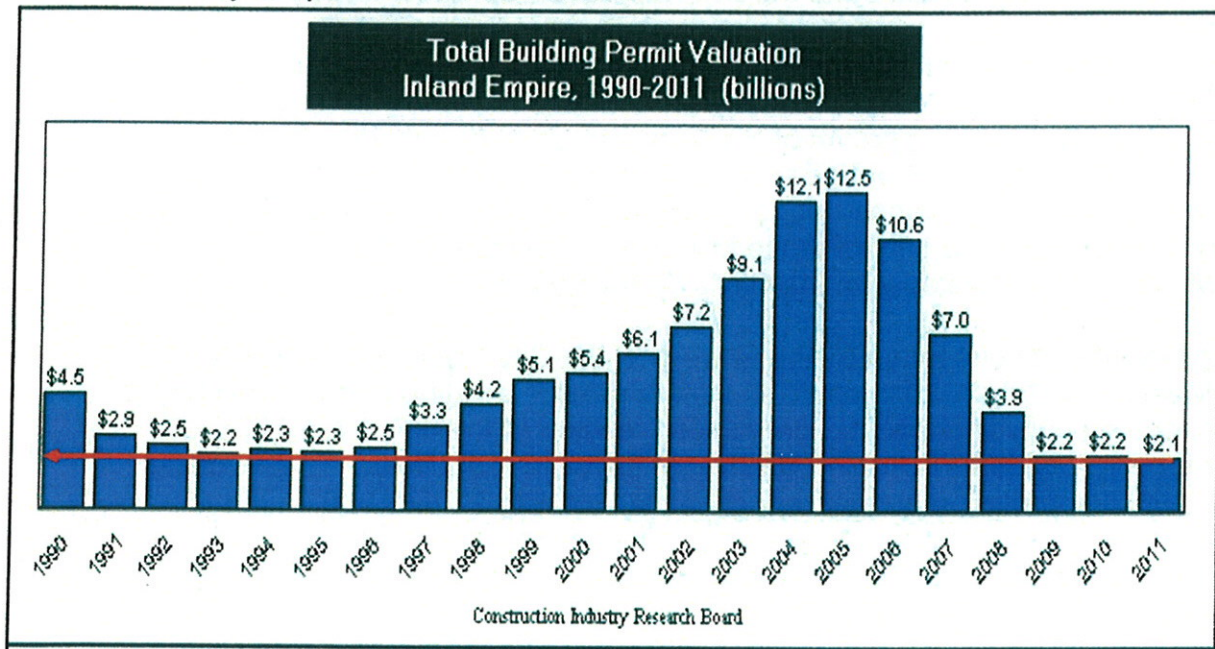


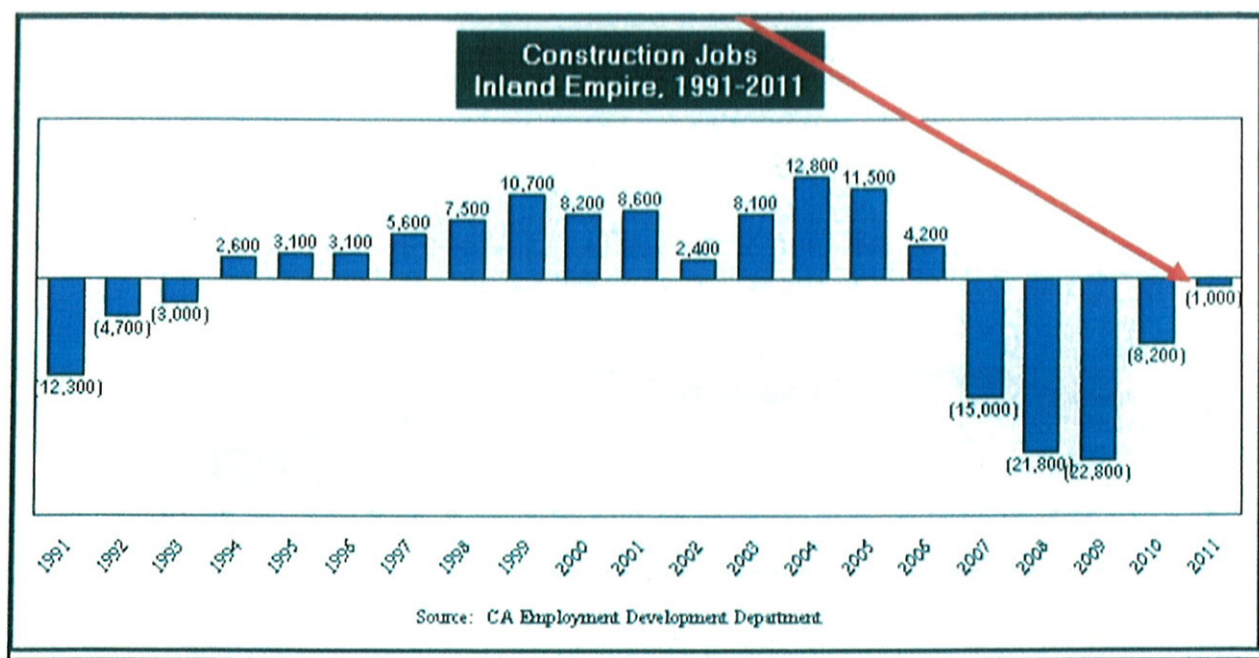
The origin and financial projections for this city were based on the Comprehensive Financial Analysis report (CFA). This report projected the proposed city's fiscal stability based on the economic trends of 2005. All fiscal projections used this as the base year and annually increased revenues on these historic "boom" trends. The city was truly conceived during the economic boom and born into the worst recession this generation has seen. Compounding this is Wildomar's proximity to the Inland Empire (Riverside and San Bernardino counties) which is one of the leaders in the decline in housing values (up 56% in four years) and high unemployment (12.45%).

The decline in housing values has a direct impact on the City's property tax revenues. The CFA report, prepared using 2005-06 data, projected property tax revenue for the City during FY 2012-13 to exceed \$5.9 million. However, the CFA did not project the economic downturn with has left the city with less than \$2.6 million in property tax revenues for the FY 2012-13.



The 44% reduction in property tax revenues is compounded by the effects of the high unemployment in the southwest Riverside County region during the past several years. This is primarily due to the drop in construction activity in Wildomar and the surrounding Riverside County areas, as many of the jobs were in the construction industry. This high unemployment rate contributes to the lower than expected sales tax revenues as the consumer has less confidence in the economy and less money to spend on taxable items.





State of California.....Fiscal Impacts on Wildomar

On June 8, 2011, the City Council adopted the fiscal year 2011-12 Operating Budgets for the City of Wildomar. A modest, conservative and balanced budget totaling \$8.2 million. Shortly before its scheduled July 1, 2011 implementation, Governor Brown, on the eve of June 30, 2011 approved Senate Bill (SB) 89.

SB 89, was a last-minute budget trailer bill that among other impacts, eliminated \$130 million in California cities Motor Vehicle License Fee (MVLFF) general fund revenues. Specifically, the approval of SB89 by Governor Brown, directed the taking of \$1,782,000 (22%) of budgeted revenues away from the City of Wildomar's \$8,246,100 general fund revenue budget. Furthermore, as in prior years, the City expected to receive the majority of these MVLFF revenues during the month of August which greatly assisted with the City's operating cash flow.

Resulting from the actions taken by the Governor, the City Council, at a Special Council Meeting on July 7, 2011 directed staff to provide a listing of potential budget cuts to meet the newly imposed budget funding levels. At the July 27, 2011 City Council meeting, city staff presented a listing of possible reductions. That evening, the City Council approved a budget reduction plan totaling \$1,823,000.

The planned reductions of \$1,823,000 in the General Fund were primarily directed at:

- Police Services Reduced from 72 hours per day to 40 hours
- 20% Reduction in City Hall Service Hours
- Salary and Benefit Costs reduced
- 50% Reduction in Public Meetings with City Council and Planning Commission

The City continued to seek alternative sources to supplement the \$1.8m taking by the State, however in the near term, the actions of the budget reduction program resulted in an actual reduction of \$2,030,718 expenditures as compared to the original budget at fiscal year end. Additionally, those dramatic cuts to the General Fund resulted in the actual revenues exceeding expenditures by \$1,765.00.

Following the austere spending example set in FY 2011-12, the City Council adopted the FY 2012-13 at the May 9, 2012 meeting recognizing the challenges of operating again without 22% of the General Fund revenue due to the State's taking of Motor Vehicle License Fee revenue. This year was to be more challenging as the adopted expenditure budget of \$7,056,500 was amended several times throughout the year to reflect the changes of the organization and increasing levels of proposed development within the City. At year end the actual expenditures were \$459,538 higher than planned primarily due to the development activity, which was offset by like revenue increases. The General Fund revenues were more challenged during the year as property related tax revenues did not increase as planned and were actually \$79,211 less than FY 2011-12 and \$249,761 less than budgeted. The City sales tax revenue increase by \$21,217 as compared to the prior fiscal year FY 2011-12, yet was \$57,136 less than budget due to a miscoding of ERAF monies as distributed to the City by the County. At fiscal year end the City still completed the year with a 10% general fund reserve. The City will continue to work closely with the ad-hoc finance subcommittee to recognize fiscal changes and recommend actions at the quarterly budget reviews and public hearing meetings.

Current Year Initiatives

In spite of these fiscal issues outside of the City's direct control, management continued to move the city forward with City and organizational-wide initiatives such as:

- Continue to work with other newly incorporated cities to seek fiscal relief from the State of California's taking of the Motor Vehicle License Fee revenues.
- Implementation of a required fiscal impact analysis of new development on the cost of recurring services and mitigation of the annual impact. As the City is 62% developed, all future development will fund the required levels of recurring services and not add to the current fiscal deficiency.
- Initiated the update of the Development Impact Fee (DIF) program to provide a funding source for needed infrastructure as planned by the City replacing the County designed DIF program.
- Negotiated an eight year extension of current debt repayment to County for transition year (2008-09) services provided by the County to the City.

- Implemented a new Park Fund, assessment and over-site committee following 68.5% voter approval of parcel tax for park needs.
- Implemented a two year budget program.
- Continued transition of County of Riverside Transportation Uniform Mitigation Fee (TUMF) capital projects to the City including Bundy Canyon Road, Grand Avenue, and Clinton Keith Widening Project.

Long-term financial planning and initiatives

The City will continue to focus its emphasis on controlled and fiscally balanced growth. The City believes that with the appropriate policies in place, as approved and revisited each quarter as part of the budget program, the City's long term financial goals will be met. The City has taken many steps to control expenditure growth and these steps will continue to be reviewed.

Relevant financial policies


The City has a set of financial policies that it abides by and is continually enhancing and adding relevant policies as it develops its formal financial systems. Initially following incorporation, the City adopted all of the County's policies/codes. As the City develops its own unique needs, it will continue to create and tailor these former County policies to directly address the City's goals.

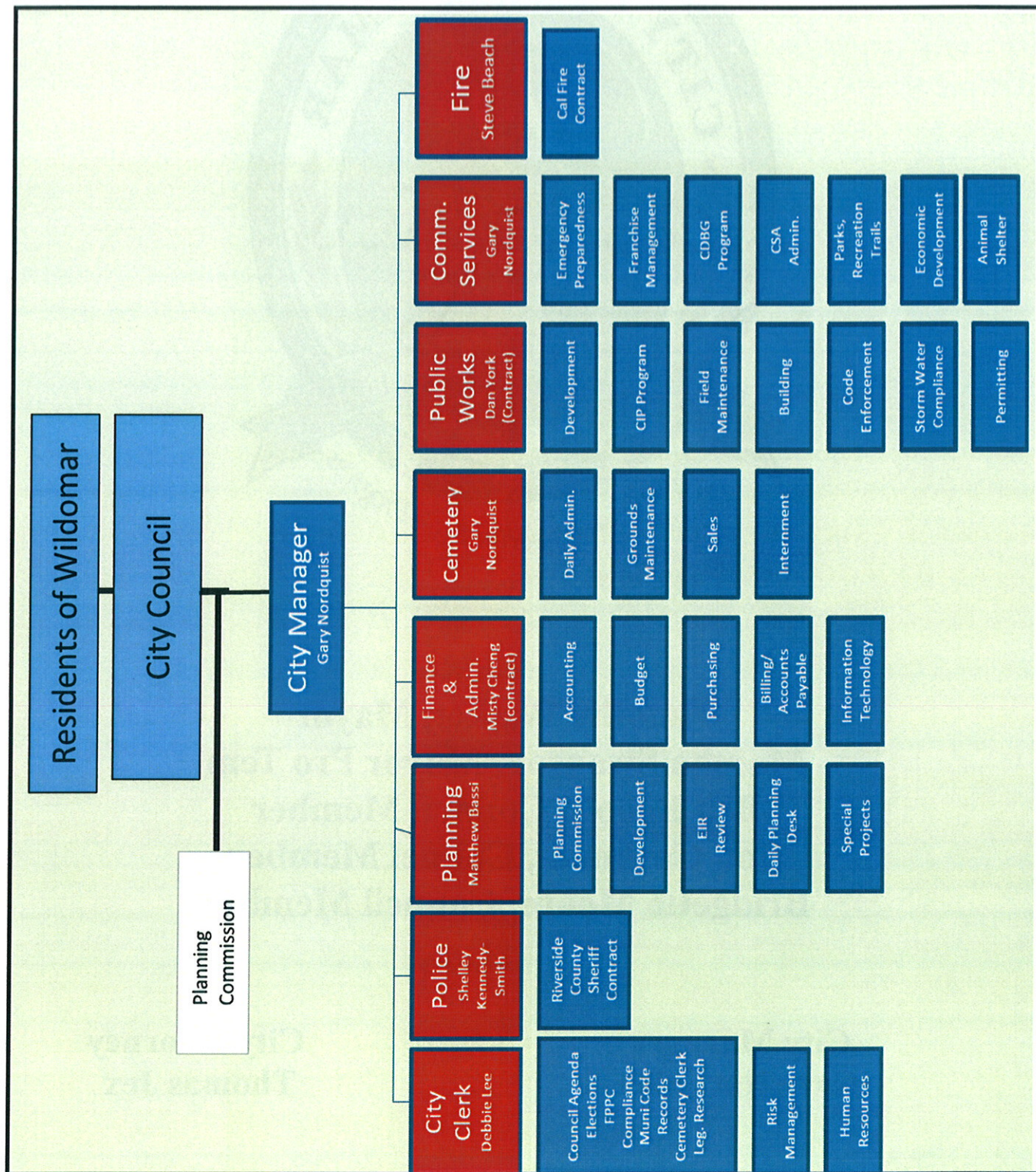
Concluding remarks

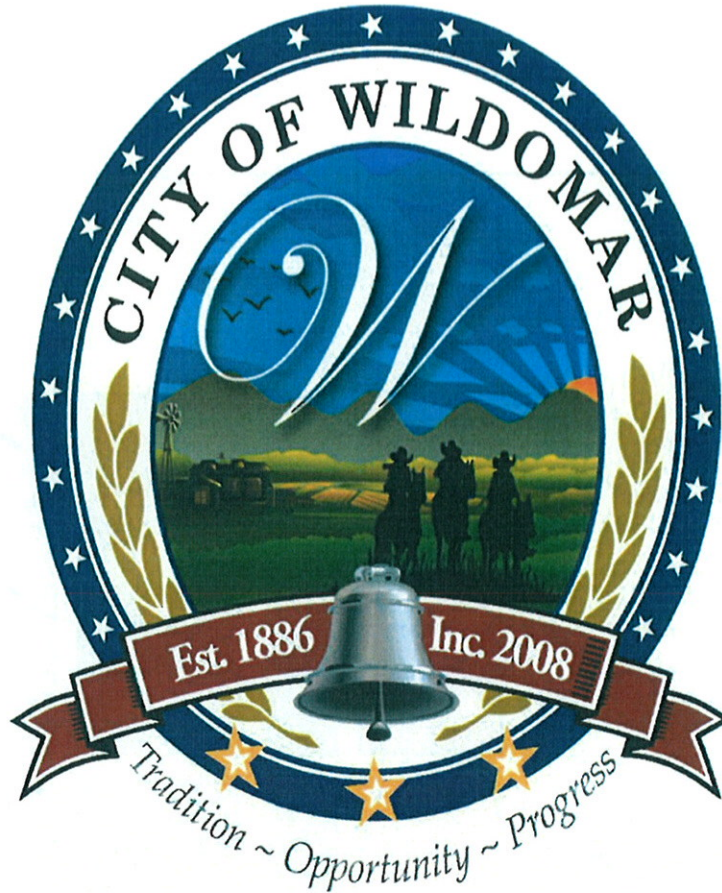
The City, in its fifth year of operation, has achieved a great deal in transitioning from the County support services and establishing its own culture and approach to local governance.

In closing, I'd like to state that the preparation of this report would not have been possible without the efficient and dedicated service of the entire staff of the finance, public works, planning and administration departments. I would like to express our appreciation to all members of the departments who assisted and contributed to the preparation of this report. Recognition is also extended to Lance, Soll and Lunghard LLP, audit management team, for their dedication and expertise, which contributed significantly to the report quality and adherence to professional accounting standards. Credit also must be given to the Mayor and City Council for their support for striving to have the highest standards of professionalism in the management of the City of Wildomar's finances.

Sincerely,


Gary Nordquist
City Manager





Timothy Walker, Mayor
Marsha Swanson, Mayor Pro Tem
Ben Benoit, Council Member
Bob Cashman, Council Member
Bridgette Moore, Council Member

City Manager
Gary Norquist

City Attorney
Thomas Jex



Government Finance Officers Association

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for the Fiscal Year Ended

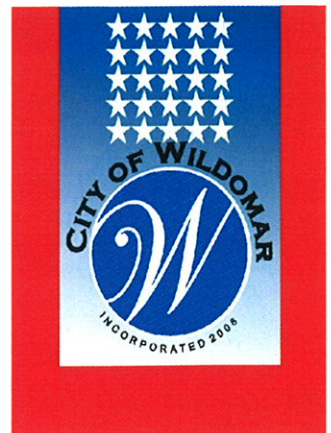
June 30, 2012

Executive Director/CEO

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CITY OF WILDOMAR

**FINANCIAL
SECTION**



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INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members of the City Council
City of Wildomar, California

Report on Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of City of Wildomar, California, (the City) as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.



To the Honorable Mayor and Members of the City Council
City of Wildomar, California

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Wildomar, California, as of June 30, 2013, and, the respective changes in financial position and the respective budgetary comparison for the General Fund and the Measure A, Development Impact Fees, Grants, and Wildomar Cemetery District for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and schedules and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.



To the Honorable Mayor and Members of the City Council
City of Wildomar, California

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 12, 2013, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City's internal control over financial reporting and compliance.

Lance, Soll & Lughard, LLP

Brea, California
December 12, 2013

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MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A UNAUDITED)

For the Year Ended June 30, 2013

As management of the City of Wildomar, we offer readers of the City of Wildomar's financial statements this narrative overview and analysis of the financial activities of the City of Wildomar for its fifth fiscal year of operation which ended June 30, 2013. This the fifth year of incorporation for the City and thus comparative data is limited to five years. We encourage the reader to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages i through viii of this report.

THE FINANCIAL HIGHLIGHTS

When revenues exceed expenses, the result is an increase in net position. When expenses exceed revenues, the result is a decrease in net positions. You can think of this relationship between revenues and expenses as the City's operating results. You can think of the City's net position, as measured in the Statement of Net Position, as one way to measure the City's financial health, or financial position. Over time, increases or decreases in the City's net position, as measured in the Statement of Activities, are one indicator of whether its financial health is improving or deteriorating. However, the City's goal is to provide services that improve the quality of life for our residents, not to generate profits as companies do.

For this reason, you will need to consider many other non-financial factors, such as the condition of our roads, in assessing the overall health of our City.

- The assets of the City of Wildomar exceeded its liabilities as of June 30, 2013, by \$27,800,916. The total net position include all infrastructures of the governmental funds.
- The City of Wildomar's total net position increased by \$12,660,256 or 84%. This includes a restatement of \$12,279,205 due to the inclusion of the recently updated Pavement Management Study which provided updated valuation on the City streets, replacing the County's previous estimate.
- As of June 30, 2013, the City of Wildomar's governmental funds reported combined ending fund balances of \$5,437,428 a decrease of (\$76,283) in comparison to the prior year. Of the total fund balance, (15%) of this total or \$(806,252) is available for spending at the government's discretion (*unassigned*).

- The City of Wildomar's total general obligation debt is 1,964,795 a reduction of 203,397 which is primarily due to restructuring the repayment of a County debt by adding 8 years and replacing the 4% annual interest to CPI's annual rate. The loan was for services provided by the County during the City's FY 2008-09 transition year. This loan, including both general fund and special revenue funds, is now valued at \$1,777,620. The liability for compensated absences is 82,488 and other post retirement benefits of \$104,687 which includes the Cemetery District.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City of Wildomar's basic financial statements. These basic financial statements are comprised of three components:

- 1) Government-wide financial statements,
- 2) Fund financial statements, and
- 3) Notes to the financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements

As previously discussed, government-wide financial statements detail all capital assets, including infrastructure, depreciation, and long-term debt. Specifically, these statements are designed to provide an expansive overview of the City's finances. Given its scope and in an effort to adequately present this data in a comprehensible format, the government-wide financial statements are divided into two subcategories, the Statement of Net Position and the Statement of Activities. These statements reasonably chart long and short-term information regarding the City's financial condition.

The City's statements provide a manageable yet comprehensive view of the City's economic position, appropriately accounting for all revenue and expenses during the specified fiscal year. To accomplish this, government-wide financial statements are reported utilizing the flow of economic resources (cost of services) measurement focus and the modified accrual method of accounting. Using the flow of economic resources measurement focus allows the City to provide financial transparency insofar as all assets and liabilities are listed on the Statement of Net Position. The added use of the modified accrual basis of accounting allows the City a 'real-time' advantage as revenues are recognized when earned and expenses are recognized when incurred.

The Statement of Net Position outlines the City's assets and liabilities. The difference between the assets and liabilities is recorded as net position (assets - liabilities = net position). While fluctuations are expected, over time increases or decreases in the City's net position could be used to gauge the City's financial standing in order to ascertain whether it is improving or deteriorating.

The Statement of Activities demonstrates how the City's net position evolves during the current fiscal year. Specifically, this statement provides comparative analysis between direct expenses and program revenues for each functional activity of the City. In this forum, net position changes are recorded in real time when triggered by underlying events without respect to the timing of the related cash flows. Because of this it is expected that revenue and expenses for some items (such as uncollected taxes and earned but unused vacation and/or sick leave) will result in recorded cash flows in future fiscal periods.

Combined, the *Statements* reveal functions of the City that can be divided into two categories:

- 1) Governmental activities, and
- 2) Business-type activities.

Governmental activities are chiefly supported by a) taxes elicited from such sources as utility user's tax, transient occupancy tax, sales tax, property tax, and franchise tax, and by b) intergovernmental revenues such as motor vehicle in-lieu fees.

Governmental activities of the City are inclusive of general government, police, public works, traffic and transportation, community development, and community services such as parks and recreation. As mentioned earlier, tax revenue principally funds these activities. Consequently, a good portion of the City's basic services is reported in this category.

The Government-wide Financial Statements can be found in the Table of Contents under Basic Financial Statements.

Fund Financial Statements

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Wildomar, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Specifically, these Fund Financial Statements cover segregated groupings of related accounts whose funds have been designated for specific activities or purpose. They provide a detailed accounting of revenue and expenditures, assets and liabilities, and remaining fund balances for each fund. This helps to ensure and demonstrate finance related legal compliance.

Fund financial statements differ from activity reports due to the way capital outlay, depreciation; long-term debt, compensated absences, deferred revenues, and intergovernmental receivables are reported. The impact of these differences is laid out in the notes accompanying the financial statements.

Funds required by State law (i.e., Highway Users Tax) are part of the fund financial statements. Likewise, other funds (i.e., Developer Impact Fees, and Grants) established to provide the City with tighter fiscal controls and accountability are itemized on these statements.

Governmental funds

Governmental funds are reported in essentially the same fashion as governmental activities in the government-wide financial statements with an exception---governmental fund financial statements focus on near-term inflows and outflows of spendable resources and balances of spendable resources. This means governmental fund financial statements identify current sources and uses of money within the immediate fiscal year. Benefits derived include a detailed *short-term view* of the City's general government operations and the basic services it provides, which assist in determining whether there are sufficient financial resources available to meet the City's current needs.

Since the scope of the governmental funds is different than that of the government-wide financial statements, it is beneficial to comparatively examine information presented for the governmental funds with information presented for governmental activities in the government-wide financial statements.

The reader gains a clearer picture of the long-term impacts current financial decisions might yield. When examined together, the governmental funds Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balances provide the reader with a different snapshot that identifies variances between the two different methodologies of accounting for governmental activities and governmental funds.

The City of Wildomar maintains 26 individual governmental funds. Information is summarized in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Special Revenue Funds and Other Governmental Funds (Community Service Areas and Landscape Maintenance District). Data from the 26 governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements* later in this report.

Proprietary funds record revenues when they are earned and record expenses at the time liabilities are incurred. Proprietary funds can be divided into two fund types: enterprise funds and internal service funds. Enterprise funds display financial activities operating in a similar fashion to a business enterprise. Specifically, these funds account for services for which the City charges a user fee. Enterprise funds are documented in the business-type activities section of the governmental-wide financial statements. They account for operations that provide services primarily to customers outside the financial reporting entity (the City). The City of Wildomar does not have any Proprietary Funds to report.

Internal service funds are generally used to accumulate and allocate costs internally among the City's various functions. These funds might include general benefits and insurance, duplicating and printing, office maintenance, architectural services, and information technology, to name a few. Given these services largely benefit governmental activities rather than business-type functions, City services that might ordinarily be reported in this area have been included with governmental activities in the government-wide financial statements. The City of Wildomar does not have any Internal Service Funds to report.

The City of Wildomar adopts an annual appropriated budget for its general fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 23 through 24 of this report.

Notes to the Basic Financial Statements

The Notes to the Basic Financial Statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The Notes to the Basic Financial Statements can be found in the Table of Contents under the heading Notes to Financial Statements.

Other Supplementary Information

In addition to the basic financial statements and included within the notes, this report also presents certain *supplementary information*. The combining statements referred to earlier in connection with non-major governmental funds are presented for all non-major Special Revenue Funds and Community Service Area Capital Project Funds. The supplementary financial information also includes budgetary comparison schedules for the non-major governmental funds to demonstrate compliance with the annual budget as adopted and amended. The Supplementary Information can be found following the Notes to the Basic Financial Statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Wildomar, assets exceeded liabilities by \$27,800,916 at June 30, 2013. Infrastructure assets of the governmental activities are included within this report. The general capital assets (e.g., land, buildings, machinery, infrastructure, and equipment) of the governmental activities of the City of Wildomar is the largest portion of the City's net position (72%).

Table 1 Net Position-Primary Government

City of Wildomar Summary of Net Position For the Year Ended June 30, 2013					
	Governmental Activities				
	2013	2012	2011	2010	2009
Assets:					
Current and other assets	\$ 9,119,464	\$ 7,557,176	\$ 6,445,594	\$ 5,100,756	\$ 3,921,764
Capital assets	23,349,508	11,725,170	12,329,670	13,341,779	14,841,391
Total Assets	32,468,972	19,282,346	18,775,264	18,442,535	18,763,155
Liabilities:					
Current and other Liabilities	3,241,403	2,019,196	2,285,577	1,731,981	1,276,432
Long-term Liabilities	1,426,653	2,122,490	1,974,607	1,862,830	1,779,278
Total Liabilities	4,668,056	4,141,686	4,260,184	3,594,811	3,055,710
Net Position:					
Investment in capital assets	23,349,508	11,725,170	12,329,670	13,341,779	14,841,391
Restricted	5,871,955	4,044,485	2,704,186	2,381,603	1,360,470
Unrestricted	(1,420,547)	(628,995)	(518,776)	(875,658)	(494,416)
Total Net Position	\$ 27,800,916	\$ 15,140,660	\$ 14,515,080	\$ 14,847,724	\$ 15,707,445

During the fiscal year ended June 30, 2013, net position was \$27,800,916 of which \$23,349,508 is invested in capital assets such as equipment, buildings and infrastructure. Of the remaining total, \$5,871,955 is restricted to specifically stipulated spending agreements originated by law, contract or other agreements. Of note is the fact that the City has no outstanding debt related to capital assets held.

Table 2 Changes in Net Position-Primary Government

City of Wildomar Changes in Net Position - Primary Government For the Year Ended June 30, 2013					
	Governmental Activities				
	2013	2012	2011	2010	2009
Revenues					
Program Revenues					
Charges for Service	\$ 1,704,933	\$ 354,539	\$ 771,174	\$ 865,329	\$ 336,359
Operating Grants and Contributions	4,395,853	4,330,946	2,918,349	3,472,911	2,694,666
Capital Grants and Contributions	-	-	226,422	-	43,653,393
General Revenues					
Sales Taxes	1,383,864	1,362,647	1,226,227	1,096,907	1,295,785
Property Taxes	3,243,285	3,307,425	3,092,037	2,743,768	3,589,773
Other Taxes	988,686	1,439,678	2,791,601	2,930,609	3,212,516
Other Revenues	48,344	30,943	32,882	84,030	15,395
Use of Money and Property	3,183	12,011	7,737	9,682	20,403
Total Revenues	11,768,148	10,838,189	11,066,429	11,203,236	54,818,290
Expenses					
General Government	2,496,792	1,923,733	2,231,313	1,798,566	2,156,911
Public Safety	4,394,931	3,996,420	5,413,023	5,378,962	5,547,480
Community Development	1,818,348	1,253,984	1,069,198	1,786,894	1,501,865
Parks and Recreation	219,707	303,190	297,168	341,458	463,746
Public Works	2,457,319	2,551,241	2,371,664	2,741,040	29,440,843
Interest on Long-term debt	-	76,907	73,949	71,105	-
Total Expenses	11,387,097	10,105,475	11,456,315	12,118,025	39,110,845
Increase (Decrease) in Net Position	381,051	732,714	(389,886)	(914,789)	15,707,445
Beginning Net Position	15,140,660	14,515,080	14,904,966	15,707,445	-
Restatement of Net Position	12,279,205	(107,134)	-	112,310	-
Ending Net Assets	\$ 27,800,916	\$ 15,140,660	\$ 14,515,080	\$ 14,904,966	\$ 15,707,445

As of the date of this report, property taxes were the single greatest source of City revenues for governmental activities. Total revenues collected for governmental activities increased by \$929,959 (8.5%) as compared to the fiscal year 2011-12. The taking of the recurring Motor Vehicle License Fee Revenues (MVLFF estimated at \$1.7m of "Other Taxes") is noticed in the Other Taxes line under General Revenues.

Financial Analysis of Governmental Funds

As noted earlier, the City of Wildomar uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

As stated, governmental fund financial statements identify current sources and uses of money. Benefits derived include a detailed *short-term view* of the City's general government operations and the basic services it provides, which assists in determining whether there are sufficient financial resources available to meet the City's current needs.

The financial position of the City's governmental funds has decreased when compared to the previous fiscal year. The total ending fund balance for the City's governmental funds was \$5,437,428 which represented a (\$76,283) or (1.4%) decrease from the prior fiscal year.

Restricted fund balance is \$5,779,085, the non-spendable fund balance is \$464,595 and unassigned fund balance is (\$806,252) primarily due to the grant funds.

Other Major Funds Budgetary Highlights:

Gas Tax and Measure A Funds

These funds are primarily used to record the expenditure of funds for road maintenance and capital transportation projects. Their source of funding is State taxes on gasoline and Measure A receives funding from a county-wide voter approved sales tax.

Development Impact Fees

These funds are used to record the capital expenditures of funds various improvements needed to meet the increased demands associated with new development, primarily residential. Capital facility expansions are pre-determined and are constructed when the collected fees fully fund the improvement. No improvements were authorized for construction during fiscal year 2012-13.

Other Governmental Funds-Community Service Area (CSAs) Funds

As a part of the incorporation of the City, five former CSAs were fully detached from the County in 2010 and transferred to the City. These funds provide services for street lights and landscape maintenance.

General Fund Financial Highlights

The General Fund is the primary funding source for the City. At fiscal year end, the unassigned fund balance of the general fund was \$(46,320) or (1%) of the City's expenditures of \$8,150,238.

As previously mentioned, the effects of the local economy and State take-aways continue to dramatically impact the City's main general fund revenue sources.

- The Property Tax related revenues decreased by \$64,140 (2.0%) during the year. The Sales Tax Revenue increase of \$21,217 (1.5%) is reflective of increases in fuel and other transportation related sales. Aside from these events, in both major revenue categories, the past year's activity demonstrates a stabilization and possible bottom the local economic trends.
- The effects of the State take away of the City's Motor Vehicle License Fee (MVLFF) revenues continues to impact the General Fund by \$1.7 million or 23% of total revenues. The City continues to operate with reduced service levels and other budget reduction measures.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The City's investment in capital assets (Table 3) for its governmental activities as of June 30, 2013, is \$23,349,508 (net of accumulated depreciation). This investment in capital assets includes land, structures and improvements, furniture and equipment, infrastructure and construction in progress. For more information, please refer to Note 4 in the Notes to Financial Statements. The Capital Assets of the City are those assets which are used in the performance of the City's functions including infrastructure assets. Depreciation on capital assets is recognized in the Government-wide financial statements.

Table 3 Summary of Changes in Capital Assets

City of Wildomar Summary of Changes in Capital Assets For the Year Ended June 30, 2013							
	Beginning Balance	Adjustments	Adjusted Beginning Balance	Transfers	Additions	Deletions	Ending Balance
Governmental Activities:							
Capital Assets, not being depreciated:							
Land	\$ 1,290,006	\$ -	\$ 1,290,006	\$ -	\$ -	\$ -	\$ 1,290,006
Construction in Progress	-	472,036	472,036	-	371,932	-	843,968
Right-of-way	362,645	(62,400)	300,245	(65,600)	393,290	5,000	622,935
Total Capital Assets, Not Being Depreciated	1,652,651	409,636	2,062,287	(65,600)	765,222	5,000	2,756,909
Capital Assets, being depreciated:							
Buildings and Improvements	6,875,854	-	6,875,854	-	-	-	6,875,854
Furniture, fixtures and Equipment	145,723	-	145,723	-	16,911	115,904	46,730
Traffic Signals	-	128,838	128,838	-	-	-	128,838
Infrastructure	36,285,648	3,894,107	40,179,755	65,600	-	-	40,245,355
Total Capital Assets, Being Depreciated	43,307,225	4,022,945	47,330,170	65,600	16,911	115,904	47,296,777
Less Accumulated Depreciation							
Buildings and Improvements	1,415,310	-	1,415,310	-	218,517	-	1,633,827
Furniture, fixtures and Equipment	134,734	-	134,734	-	6,457	115,904	25,287
Traffic Signals	-	6,442	6,442	-	6,442	-	12,884
Infrastructure	31,684,662	(7,989,249)	23,695,413	-	1,336,767	-	25,032,180
Total Accumulated Depreciation	33,234,706	(7,982,807)	25,251,899	-	1,568,183	115,904	26,704,178
Total Capital Assets, Being Depreciated, Net	10,072,519	12,005,752	22,078,271	65,600	(1,551,272)	-	20,592,599
Government Activities Capital Assets, Net	\$ 11,725,170	\$ 12,415,388	\$ 24,140,558	\$ -	\$ (786,050)	\$ 5,000	\$ 23,349,508

Additional detail information is provided on Capital Assets in the Notes to Financial Statements, Note 1.d.

In accordance with GASB Statement No. 34, the City has reported all general infrastructure assets.

Long-term Debt

At year end, the City had \$1,964,795 in outstanding long-term debt for Governmental Activities. This debt is primarily due to a loan from the County of Riverside for the cost of services (\$1,777,620) the County provided to the City during the City's first year of incorporation, Compensated Absences (\$82,488) and Other Post-Retirement Benefits (\$104,687). Long-term debt decreased \$203,397 during the year due to a modification of the County loan changing from fixed interest charge to actual CPI rate charge.

Table 4 Summary of Changes in Long-Term Liabilities

City of Wildomar					
Summary of Changes in Long-Term Liabilities					
For the Year Ended June 30, 2013					
	Beginning Balance	Additions	Deductions	Ending Balance	Within One Year
Loan from Riverside County	\$ 1,777,620	\$ -	\$ -	\$ 1,777,620	\$ 483,243
Matured Unpaid Interest	221,961	-	221,961	-	-
Total County Loan	1,999,581	-	221,961	1,777,620	483,243
Other Post-Retirement Benefits	77,749	26,938	-	104,687	-
Compensated Absences	90,862	52,098	60,472	82,488	54,899
Total Long-Term Liabilities	\$ 2,168,192	\$ 79,036	\$ 282,433	\$ 1,964,795	\$ 538,142

ECONOMIC FACTORS AND OUTLOOK FOR FUTURE YEARS

Although the focus of this Comprehensive Annual Financial Report is the economic condition of the City in the Fiscal Year ended June 30, 2013, in preparing the budget for fiscal year 2013-14, management gave careful consideration to the continued impact the State of California will have on the City's budget. Substantial changes have occurred in the economy in which the City operates, and at this time the effect of these factors on the City's operations and its costs are difficult to predict. Unfortunately, there is no consensus, at any level, as to the depth and length of this current downturn, which continues to present a challenge to the preparation of the City's adopted budget. The overall approach in the development of the fiscal year 2013-14 budget was to achieve and maintain an appropriate balance of expenditure reductions to address the negative economic and State of California impacts on City revenues, while minimizing impacts on the delivery of services, programs and capital projects.

Key budget assumptions for forecasting General Fund revenues include the following:

- The City developed its adopted budget predicated upon the State's current adopted budget. Currently, the City is united with other newly incorporated cities in seeking a replacement of the Motor Vehicle License Fee revenues which the State took from local governments in FY 2011-12.

- The degradation of the national and state economies; job/income loss and unemployment; reduction in median home prices and lowering of property values; loss of consumer confidence; and collapse of the housing, financial, retail, automotive, and commercial real estate sectors are all having adverse impacts on most of the City's revenue streams.
- Sales tax revenues are same as last year.
- Residential property values are known to be decreasing (1% reduction in Property Tax Revenues).
- Commercial/Industrial property values are also expected to start decreasing, though initially at a slower rate.
- Development related revenues are projected to continue downward due to the weakened housing and construction sectors as well as reduced personal income.

The Adopted Operating Budget for Fiscal Year 2013-14 is structurally balanced, addresses some of the City Council's priorities, and attempts to balance achievement of community needs and accomplishment of the Council's goals and objectives while maintaining financial stability in light of the State's taking of the City's MVLF revenues.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City of Wildomar's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

City of Wildomar
Attention: City Manager
23873 Clinton Keith Road, Suite 201,
Wildomar, California 92595

General information relating to the City of Wildomar, California, can be found at the City's website, www.cityofwildomar.org.

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BASIC FINANCIAL STATEMENTS

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GOVERNMENT-WIDE
FINANCIAL STATEMENTS

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CITY OF WILDOMAR

STATEMENT OF NET POSITION
JUNE 30, 2013

	Primary Government Governmental Activities
Assets:	
Cash and investments	\$ 6,935,072
Receivables:	
Accounts	1,808,861
Accrued interest	936
Prepaid costs	1,916
Deposits	370,039
Inventories	2,640
Capital assets not being depreciated	2,756,909
Capital assets, net of depreciation	20,592,599
Total Assets	32,468,972
Liabilities:	
Accounts payable	1,445,609
Accrued liabilities	27,707
Deposits payable	1,183,988
Due to other governments	45,957
Noncurrent liabilities:	
Due within one year	538,142
Due in more than one year	1,426,653
Total Liabilities	4,668,056
Net Position:	
Investment in capital assets	23,349,508
Restricted for:	
Community development projects	2,108,884
Public works	1,689,442
Debt service	483,243
Cemetery	1,590,386
Unrestricted	(1,420,547)
Total Net Position	\$ 27,800,916

CITY OF WILDOMAR

STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2013

	Expenses	Program Revenues		Net (Expenses) Revenues and Changes in Net Position
		Charges for Services	Operating Contributions and Grants	Capital Contributions and Grants
				Governmental Activities
Functions/Programs				
Primary Government:				
Governmental Activities:				
General government	\$ 2,496,792	\$ 1,440,592	\$ 617,155	\$ -
Public safety	4,394,931	36	100,000	-
Community development	1,818,348	243,188	1,257,696	-
Parks and recreation	219,707	1,056	37,834	-
Public works	2,457,319	20,061	2,383,168	-
Total Governmental Activities	11,387,097	1,704,933	4,395,853	-
Total Primary Government	\$ 11,387,097	\$ 1,704,933	\$ 4,395,853	\$ -
General Revenues:				
Taxes:				
Property taxes, levied for general purpose				3,243,285
Sales taxes				1,383,864
Franchise taxes				850,808
Business licenses taxes				14,280
Other taxes				109,524
Motor vehicle in lieu - unrestricted				14,074
Use of money and property				3,183
Other				48,344
Total General Revenues				5,667,362
Change in Net Position				381,051
Net Position at Beginning of Year				15,140,660
Restatement of Net Position				12,279,205
Net Position at End of Year				\$ 27,800,916

FUND FINANCIAL STATEMENTS

CITY OF WILDOMAR

BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2013

Special Revenue Funds

	General	Measure A	Development Impact Fees	Grants
Assets:				
Pooled cash and investments	\$ 1,679,292	\$ 923,981	\$ 1,992,064	\$ -
Receivables:				
Accounts, grants and taxes	557,585	157,113	-	744,215
Accrued interest	936	-	-	-
Prepaid costs	1,686	-	-	-
Deposits	370,039	-	-	-
Due from other funds	746,790	-	-	-
Inventories	-	-	-	-
Total Assets	\$ 3,356,328	\$ 1,081,094	\$ 1,992,064	\$ 744,215
Liabilities, Deferred Inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	\$ 1,275,023	\$ 7,241	\$ 124	\$ 38,142
Accrued liabilities	24,518	-	-	-
Deposits payable	1,183,988	-	-	-
Due to other governments	45,957	-	-	-
Due to other funds	-	-	-	651,781
Total Liabilities	2,529,486	7,241	124	689,923
Deferred Inflows of Resources:				
Unavailable revenues	18,194	11,596	-	744,215
Total Deferred Inflows of Resources	18,194	11,596	-	744,215
Fund Balances:				
Nonspendable:				
Inventory	-	-	-	-
Prepaid costs	1,686	-	-	-
Deposits	370,039	-	-	-
Cemetery endowment	-	-	-	-
Restricted for:				
Community development projects	-	-	1,991,940	-
Public works	-	1,062,257	-	-
Debt service	483,243	-	-	-
Cemetery	-	-	-	-
Unassigned	(46,320)	-	-	(689,923)
Total Fund Balances	808,648	1,062,257	1,991,940	(689,923)
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 3,356,328	\$ 1,081,094	\$ 1,992,064	\$ 744,215

CITY OF WILDOMAR

BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2013

	<u>Special Revenue Funds</u>		
	<u>Wildomar Cemetery District</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
Assets:			
Pooled cash and investments	\$ 1,575,297	\$ 764,438	\$ 6,935,072
Receivables:			
Accounts, grants and taxes	19,060	330,888	1,808,861
Accrued interest	-	-	936
Prepaid costs	230	-	1,916
Deposits	-	-	370,039
Due from other funds	-	-	746,790
Inventories	2,640	-	2,640
Total Assets	\$ 1,597,227	\$ 1,095,326	\$ 9,866,254
Liabilities, Deferred Inflows of Resources, and Fund Balances:			
Liabilities:			
Accounts payable	\$ 3,652	\$ 121,427	\$ 1,445,609
Accrued liabilities	3,189	-	27,707
Deposits payable	-	-	1,183,988
Due to other governments	-	-	45,957
Due to other funds	-	95,009	746,790
Total Liabilities	6,841	216,436	3,450,051
Deferred Inflows of Resources:			
Unavailable revenues	-	204,770	978,775
Total Deferred Inflows of Resources	-	204,770	978,775
Fund Balances:			
Nonspendable:			
Inventory	2,640	-	2,640
Prepaid costs	230	-	1,916
Deposits	-	-	370,039
Cemetery endowment	90,000	-	90,000
Restricted for:			
Community development projects	-	116,944	2,108,884
Public works	-	627,185	1,689,442
Debt service	-	-	483,243
Cemetery	1,497,516	-	1,497,516
Unassigned	-	(70,009)	(806,252)
Total Fund Balances	1,590,386	674,120	5,437,428
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 1,597,227	\$ 1,095,326	\$ 9,866,254

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CITY OF WILDOMAR

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
JUNE 30, 2013

Fund balances of governmental funds		\$ 5,437,428
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets net of depreciation have not been included as financial resources in governmental fund activity.		23,349,508
Long-term debt and compensated absences that have not been included in the governmental fund activity:		
Loan from County	\$ (1,777,620)	
Compensated Absences	<u>(82,488)</u>	(1,860,108)
Governmental funds report all OPEB contributions as expenditures, however in the statement of net position any excesses or deficiencies in contributions in relation to the Annual Required Contribution (ARC) are recorded as a asset or liability.		(104,687)
Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.		<u>978,775</u>
Net Position of governmental activities		<u>\$ 27,800,916</u>

CITY OF WILDOMAR

STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2013

	Special Revenue Funds			
	General	Measure A	Development Impact Fees	Grants
Revenues:				
Taxes	\$ 5,267,715	\$ -	\$ -	\$ -
Licenses and permits	16,636	-	-	-
Intergovernmental	34,135	509,759	-	109,012
Charges for services	165,922	-	-	-
Use of money and property	3,183	-	-	-
Fines and forfeitures	78,322	-	-	-
Contributions	-	-	-	-
Developer participation	1,257,696	-	1,414,192	-
Miscellaneous	5,871	-	-	-
Total Revenues	6,829,480	509,759	1,414,192	109,012
Expenditures:				
Current:				
General government	1,744,846	-	-	48,099
Public safety	4,616,892	-	-	-
Community development	1,786,312	-	24,341	-
Parks and recreation	-	-	-	-
Public works	2,188	317,977	-	-
Capital outlay	-	-	-	689,974
Total Expenditures	8,150,238	317,977	24,341	738,073
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,320,758)	191,782	1,389,851	(629,061)
Other Financing Sources (Uses):				
Transfers in	649,336	-	-	-
Transfers out	-	(21,301)	(113,385)	-
Total Other Financing Sources (Uses)	649,336	(21,301)	(113,385)	-
Net Change in Fund Balances	(671,422)	170,481	1,276,466	(629,061)
Fund Balances, Beginning of Year, as previously reported	1,476,164	891,776	715,474	(60,862)
Restatements	3,906	-	-	-
Fund Balances, Beginning of Year, as restated	1,480,070	891,776	715,474	(60,862)
Fund Balances, End of Year	\$ 808,648	\$ 1,062,257	\$ 1,991,940	\$ (689,923)

CITY OF WILDOMAR

STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2013

	Special Revenue Funds Wildomar Cemetery District	Other Governmental Funds	Total Governmental Funds
Revenues:			
Taxes	\$ 334,046	\$ -	\$ 5,601,761
Licenses and permits	-	-	16,636
Intergovernmental	-	1,609,311	2,262,217
Charges for services	9,800	-	175,722
Use of money and property	-	-	3,183
Fines and forfeitures	-	-	78,322
Contributions	1,271	-	1,271
Developer participation	-	-	2,671,888
Miscellaneous	42,473	-	48,344
Total Revenues	387,590	1,609,311	10,859,344
Expenditures:			
Current:			
General government	168,536	507,416	2,468,897
Public safety	-	-	4,616,892
Community development	-	7,695	1,818,348
Parks and recreation	-	64	64
Public works	-	838,248	1,158,413
Capital outlay	-	46,856	736,830
Total Expenditures	168,536	1,400,279	10,799,444
Excess (Deficiency) of Revenues Over (Under) Expenditures	219,054	209,032	59,900
Other Financing Sources (Uses):			
Transfers in	-	-	649,336
Transfers out	(55,646)	(459,004)	(649,336)
Total Other Financing Sources (Uses)	(55,646)	(459,004)	-
Net Change in Fund Balances	163,408	(249,972)	59,900
Fund Balances, Beginning of Year, as previously reported	1,426,978	1,064,181	5,513,711
Restatements	-	(140,089)	(136,183)
Fund Balances, Beginning of Year, as restated	1,426,978	924,092	5,377,528
Fund Balances, End of Year	\$ 1,590,386	\$ 674,120	\$ 5,437,428

CITY OF WILDOMAR

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2013

Net change in fund balances - total governmental funds \$ 59,900

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the costs of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capital outlay	\$ 782,133	
Depreciation	(1,568,183)	
Gain/(loss) on sale of capital assets	<u>(5,000)</u>	(791,050)

The issuance of long-term debt provides current financial resources to governmental funds, while repayment of principal of long-term debt consumes the current financial resources of governmental funds.

Matured unpaid interest on County Loan which was forgiven	221,961
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Compensated absences expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

8,374

Governmental funds report all contributions in relation to the annual required contribution (ARC) for OPEB as expenditures, however in the statement of activities only the ARC is an expense.

(26,938)

Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.

908,804

Change in net position of governmental activities

\$ 381,051

CITY OF WILDOMAR

BUDGETARY COMPARISON STATEMENT BY DEPARTMENT
 GENERAL FUND
 YEAR ENDED JUNE 30, 2013

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 1,480,070	\$ 1,480,070	\$ 1,480,070	\$ -
Resources (Inflows):				
Taxes	5,311,000	5,779,000	5,267,715	(511,285)
Licenses and permits	41,000	21,000	16,636	(4,364)
Intergovernmental	62,000	70,000	34,135	(35,865)
Charges for services	118,000	122,000	165,922	43,922
Use of money and property	5,000	5,000	3,183	(1,817)
Fines and forfeitures	109,500	99,500	78,322	(21,178)
Developer participation	627,000	810,000	1,257,696	447,696
Miscellaneous	14,500	15,200	5,871	(9,329)
Transfers in	528,600	505,500	649,336	143,836
Amounts Available for Appropriation	8,296,670	8,907,270	8,958,886	51,616
Charges to Appropriation (Outflow):				
General government				
City Council	98,800	121,500	110,278	11,222
City Manager	268,600	317,100	336,675	(19,575)
City Clerk	155,500	174,600	185,336	(10,736)
City Attorney	140,400	258,400	266,041	(7,641)
Finance	433,000	442,600	486,931	(44,331)
Non-departmental	289,800	289,800	294,491	(4,691)
Community Services	75,500	51,100	61,695	(10,595)
Marna O'Brien Park	-	6,000	2,340	3,660
Heritage Park	-	1,000	-	1,000
Windsong Park	-	1,000	1,059	(59)
Public safety				
Police	2,453,100	2,503,100	2,249,930	253,170
Fire	1,865,700	1,865,700	1,896,427	(30,727)
Animal Control	331,000	331,000	455,870	(124,870)
OEM	35,100	21,700	14,665	7,035
Community development				
Community development	15,500	38,300	118,617	(80,317)
Building and safety	244,800	353,700	403,418	(49,718)
Planning	176,700	177,100	175,019	2,081
Code enforcement	43,900	48,100	169,358	(121,258)
Development engineering	1,700	7,700	5,355	2,345
Deposit based projects	377,300	675,300	914,545	(239,245)
Public works	50,100	5,900	2,188	3,712
Total Charges to Appropriations	7,056,500	7,690,700	8,150,238	(459,538)
Budgetary Fund Balance, June 30	\$ 1,240,170	\$ 1,216,570	\$ 808,648	\$ (407,922)

CITY OF WILDOMAR

BUDGETARY COMPARISON STATEMENT
MEASURE A
YEAR ENDED JUNE 30, 2013

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 891,776	\$ 891,776	\$ 891,776	\$ -
Resources (Inflows):				
Intergovernmental	420,000	420,000	509,759	89,759
Amounts Available for Appropriation	1,311,776	1,311,776	1,401,535	89,759
Charges to Appropriation (Outflow):				
Public works	757,000	757,000	317,977	439,023
Transfers out	21,300	21,300	21,301	(1)
Total Charges to Appropriations	778,300	778,300	339,278	439,022
Budgetary Fund Balance, June 30	\$ 533,476	\$ 533,476	\$ 1,062,257	\$ 528,781

CITY OF WILDOMAR

**BUDGETARY COMPARISON STATEMENT
 DEVELOPMENT IMPACT FEES
 YEAR ENDED JUNE 30, 2013**

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 715,474	\$ 715,474	\$ 715,474	\$ -
Resources (Inflows):				
Developer participation	195,500	195,500	1,414,192	1,218,692
Amounts Available for Appropriation	910,974	910,974	2,129,666	1,218,692
Charges to Appropriation (Outflow):				
Community development	11,500	20,000	24,341	(4,341)
Transfers out	78,400	78,400	113,385	(34,985)
Total Charges to Appropriations	89,900	98,400	137,726	(39,326)
Budgetary Fund Balance, June 30	\$ 821,074	\$ 812,574	\$ 1,991,940	\$ 1,179,366

CITY OF WILDOMAR

BUDGETARY COMPARISON STATEMENT
 GRANTS
 YEAR ENDED JUNE 30, 2013

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ (60,862)	\$ (60,862)	\$ (60,862)	\$ -
Resources (Inflows):				
Intergovernmental	1,957,600	1,957,600	109,012	(1,848,588)
Amounts Available for Appropriation	1,896,738	1,896,738	48,150	(1,848,588)
Charges to Appropriation (Outflow):				
General government	41,300	41,300	48,099	(6,799)
Capital outlay	1,798,000	1,798,000	689,974	1,108,026
Total Charges to Appropriations	1,839,300	1,839,300	738,073	1,101,227
Budgetary Fund Balance, June 30	\$ 57,438	\$ 57,438	\$ (689,923)	\$ (747,361)

CITY OF WILDOMAR

BUDGETARY COMPARISON STATEMENT
WILDOMAR CEMETERY DISTRICT
YEAR ENDED JUNE 30, 2013

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 1,426,978	\$ 1,426,978	\$ 1,426,978	\$ -
Resources (Inflows):				
Taxes	209,200	209,200	334,046	124,846
Charges for services	-	-	9,800	9,800
Use of money and property	1,600	1,600	-	(1,600)
Contributions	-	-	1,271	1,271
Miscellaneous	50,000	50,000	42,473	(7,527)
Amounts Available for Appropriation	1,687,778	1,687,778	1,814,568	126,790
Charges to Appropriation (Outflow):				
General government	238,100	239,100	168,536	70,564
Transfers out	-	-	55,646	(55,646)
Total Charges to Appropriations	238,100	239,100	224,182	14,918
Budgetary Fund Balance, June 30	\$ 1,449,678	\$ 1,448,678	\$ 1,590,386	\$ 141,708

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NOTES TO FINANCIAL STATEMENTS

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I. SIGNIFICANT ACCOUNTING POLICIES

Note 1: Summary of Significant Accounting Policies

a. Description of the Reporting Entity

The City of Wildomar, California (the City), was incorporated on July 1, 2008, under the laws of the State of California and enjoys all the rights and privileges applicable to a General Law City. The City is governed by an elected five-member board. As required by generally accepted accounting principles, these financial statements present the City (the primary government) and its component units. Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. In addition, component units can be other organizations for which the nature and significance of their relationship with a primary government are such that exclusion would cause the reporting entity's financial statements to be incomplete. Under this definition, it is determined that there are no component units for this reporting entity, and these financial statements present the financial reporting entity that consisted solely of the City as the primary government.

b. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose the government considers revenues to be available if they are collected within 90 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2013

Note 1: Summary of Significant Accounting Policies (Continued)

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds:

The General fund is the City's primary operating fund. All general tax receipts and fee revenue not allocated by law, Council policy or contractual agreement to other funds are accounted for in the General Fund. General Fund expenditures include operations traditionally associated with activities, which are not required to be accounted for or paid by another fund.

The Measure A Fund includes transportation improvements funded by revenues generated under Measure A.

The Grants Fund accounts for revenues and expenditures of specific purpose grants within the City.

The Development Impact Fees Fund accounts for new development impact fees that are collected on the City's behalf and can only be used to pay for capital expenditures and cannot be used for operating costs.

The Wildomar Cemetery District accounts for revenues and expenditures of the Wildomar Cemetery District, which includes transactions for services, rents, property taxes and interest. The City took over the operations of the District on November 9, 2011 after the Riverside County Local Agency Formation Commission approved the Wildomar Cemetery District as a subsidiary district of the City. This fund also includes an endowment of \$90,000 that is derived from an endowment care fee assessed on each sale of burial right and earnings on these resources.

Additionally, the City reports the following fund types:

The capital projects fund accounts for the acquisition and operation of the government's capital facilities that were acquired from Riverside County.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

d. Assets, Liabilities and Net Position or Equity

Cash and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. For financial statement presentation purposes, cash and cash equivalents are shown as both restricted and unrestricted cash and investments in the governmental funds.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2013

Note 1: Summary of Significant Accounting Policies (Continued)

Investments are reported at fair value. The City's policy is generally to hold investments until maturity or until fair values equal or exceed cost. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and property tax receivables are shown net of an allowance for uncollectibles.

Prepaid Costs and Deposits

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid costs in both government-wide and fund financial statements. The City accounts for prepaid costs using the consumption method and is equally offset by a nonspendable fund balance in the fund-level statement, which indicates that it does not constitute "available spendable resources."

Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of three years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.

In accordance with GASB Statement No. 34, the City has reported all general infrastructure assets.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2013

Note 1: Summary of Significant Accounting Policies (Continued)

Property, plant, equipment, and infrastructure are depreciated using the straight-line, half-year convention method over the following estimated useful lives:

Assets	Years
Building and improvements	10-30
Equipment and furniture	3-20
Vehicles	5-10
Infrastructure	10-50
Software	5-10

Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The City does not have an item that qualifies for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has only one type of item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: sales tax and grant revenues. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Compensated Absences

Vacation pay is payable to employees at the time a vacation is taken or upon termination of employment. The maximum number of vacation days an employee can accrue is 40 days. A maximum of five vacation days per year may be converted to compensation.

Sick leave is payable when an employee is unable to work because of illness. Sick leave is convertible to vacation at the rate of ten (10) days of sick leave to one (1) day of vacation.

The liability for compensated absences will be paid in future years from the General Fund.

Fund Equity

In the fund financial statements, government funds report the following fund balance classification:

Nonspendable include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2013

Note 1: Summary of Significant Accounting Policies (Continued)

Restricted include amounts that are constrained on the use of resources by either (a) external creditors, grantors, contributors, or laws or regulations of other governments or (b) by law through constitutional provisions or enabling legislation.

Committed include amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest authority, the City Council. The formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution.

Assigned include amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed. The City Manager is authorized to assign amounts to a specific purpose, which was established by the governing body in Resolution No. 2011-32 approved on June 21, 2011.

Unassigned include the residual amounts that have not been restricted, committed, or assigned to specific purposes.

Net position flow assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund balance flow assumption

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Property Taxes

Property tax revenue is recognized on the modified accrual basis, that is, in the fiscal year for which the taxes have been levied providing they become available. Available means then due or past due and receivable within the current period and collected within the current period or expected to be collected soon enough thereafter to be used to pay liabilities of the current period. The County of Riverside collects property taxes for the City. Tax liens attach annually as of 12:01 A.M. on the first day in January preceding the fiscal year for which the taxes are levied. The tax levy covers the fiscal period July 1 to June 30. All secured personal property taxes and one-half of the taxes on real property are due November 1; the second installment is due

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2013

Note 1: Summary of Significant Accounting Policies (Continued)

February 1. All taxes are delinquent, if unpaid, on December 10 and April 10, respectively. Unsecured personal property taxes become due on the first of March each year and are delinquent on August 31.

Functional Classifications

Expenditures of the governmental funds are classified by function. Functional classifications are defined as follows:

- General Government includes legislative activities, City Clerk, City Attorney, City Manager as well as management or supportive services across more than one functional area.
- Public Safety includes those activities which involve police protection, fire protection and animal control services.
- Community Development includes those activities which involve planning, building and safety and code enforcement.
- Parks and Recreation includes activities which provide recreation, cultural and educational services.
- Public Works includes all maintenance, engineering and capital improvements which relate to streets and other public facilities.

Change in Accounting Principle

The City implemented GASB Statement 65, *Items Previously Reported as Assets and Liabilities*. GASB 65, among other things, amends prior guidance with respect to the treatment of debt issuance costs. Debt issuance costs should be recognized in the period incurred rather than reported on the statement of net position as deferred charges and recognized systematically over the life of the debt.

II. STEWARDSHIP

Note 2: Stewardship, Compliance and Accountability

a. Budgetary Data

General Budget Policies

The City Council approves each year's budget prior to the beginning of the new fiscal year. Public hearings are conducted prior to its adoption by the Council. Supplemental appropriations, where required during the period, are also approved by the Council. In most cases, expenditures may not exceed appropriations at the function level. At fiscal year-end, all operating budget appropriations lapse.

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2013

Note 2: Stewardship, Compliance and Accountability (Continued)

Encumbrances

Encumbrances are estimations of costs related to unperformed contracts for goods and services. These commitments are recorded for budgetary control purposes in the General, Special Revenue and similar governmental funds. Encumbrances represent the estimated amount of the expenditure ultimately to result if unperformed contracts in process at year-end are completed. They do not constitute expenditures or estimated liabilities.

Budget Basis of Accounting

Budgets for governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

A budget was not adopted for the TDA Fund and Traffic Congestion Relief Fund for the current year.

b. Excess of Expenditures over Appropriations

Expenditures exceeded appropriations in the following funds:

<u>Department</u>	<u>Expenditures</u>	<u>Appropriations</u>	<u>Excess</u>
General Fund:			
General Government			
City Manager	\$ 336,675	\$ 317,100	\$ (19,575)
City Clerk	185,336	174,600	(10,736)
City Attorney	266,041	258,400	(7,641)
Finance	486,931	442,600	(44,331)
Non-Departmental	294,491	289,800	(4,691)
Community Services	61,695	51,100	(10,595)
Windsong Park	1,059	1,000	(59)
Public Safety			
Fire	1,896,427	1,865,700	(30,727)
Animal Control	455,870	331,000	(124,870)
Community Development			
Community Development	118,617	38,300	(80,317)
Building and Safety	403,418	353,700	(49,718)
Code Enforcement	169,358	48,100	(121,258)
Deposit Based Projects	914,545	675,300	(239,245)
Development Impact Fees Fund:			
Community Development	113,385	78,400	(34,985)
Grants Fund:			
General Government	48,099	41,300	(6,799)
County Service Area Fund:			
General Government	505,706	444,600	(61,106)

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2013

Note 2: Stewardship, Compliance and Accountability (Continued)

c. The following funds contained deficit fund balances or net position:

<u>Fund</u>	<u>Amount</u>
Special Revenue Fund:	
Grants	\$ (689,923)
TDA	(62,305)
Community Development Block Grant	(7,704)

III. DETAILED NOTES ON ALL FUNDS

Note 3: Cash and Investments

As of June 30, 2013, cash and investments were reported in the accompanying financial statements as follows:

Governmental Activities	<u>\$ 6,935,072</u>
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The City maintains a cash and investment pool that is available for use for all funds. Each fund type's position in the pool is reported on the combined balance sheet as cash and investments. The City has adopted an investment policy which authorizes it to invest in various investments.

Interest income earned on pooled cash and investments is allocated quarterly to the General Fund based on average daily cash balances.

Deposits

At June 30, 2013, the carrying amount of the City's deposits was \$5,268,485 and the bank balance was \$5,614,248. The \$345,763 difference represents outstanding checks and other reconciling items.

The California Government Code requires California banks and savings and loan associations to secure a City's deposits by pledging government securities with a value of 110% of a City's deposits. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of a City's total deposits. The City Treasurer may waive the collateral requirement for deposits which are fully insured up to \$250,000 by the FDIC. The collateral for deposits in federal and state chartered banks is held in safekeeping by an authorized Agent of Depository recognized by the State of California Department of Banking. The collateral for deposits with savings and loan associations is generally held in safekeeping by the Federal Home Loan Bank in San Francisco, California as an Agent of Depository. These securities are physically held in an undivided pool for all California public agency depositors. Under Government Code Section 53655, the placement of securities by a bank or savings and loan association with an "Agent of Depository" has the effect of perfecting the security interest in the name of the local governmental agency. Accordingly, all collateral held by California Agents of Depository are considered to be held for, and in the name of, the local governmental agency.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2013

Note 3: Cash and Investments (Continued)

Investments

Under provision of the City's investment policy and in accordance with the California Government Code, the following investments are authorized:

- Securities of the U.S. Government
- Securities of U.S. Government Agencies
- City, State and Municipal Bonds
- Time Deposits and Certificates of Deposit
- Negotiable Certificates of Deposit
- Bankers Acceptance Notes
- Commercial Paper
- Repurchase Agreements
- Money Market Mutual Funds
- Local Agency Investment Fund (LAIF)
- Joint Powers Authority Investment Pools

Investments Authorized by Debt Agreements

The above investments do not address investment of debt proceeds held by a bond trustee. Investments of debt proceeds held by a bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy.

Investments in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. LAIF is overseen by the Local Agency Investment Advisory Board, which consists of five members, in accordance with State statute. The State Treasurer's Office audits the fund annually. The fair value of the position in the investment pool is the same as the value of the pool shares.

GASB Statement No. 31

The City adopted GASB Statement No. 31, Accounting and Financial Reporting for certain investments and for External Investment Pools, as of July 1, 1997. GASB Statement No. 31 establishes fair value standards for investments in participating interest earning investment contracts, external investment pools, equity securities, option contracts, stock warrants and stock rights that have readily determinable fair values. Accordingly, the City reports its investments at fair value in the balance sheet. All investment income, including changes in the fair value of investments, is recognized as revenue in the operating statement.

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2013

Note 3: Cash and Investments (Continued)

investment or collateral securities that are in the possession of an outside party. Investments in U.S. government securities are not considered to have credit risk and, therefore, their credit quality is not disclosed.

As of June 30, 2013, none of the City's deposits or investments were exposed to custodial credit risk.

Concentration of Credit Risk

The City's investment policy diversifies its investments by security type, institution and maturity/call dates. With the exception of U.S. Treasury securities and authorized pools, no more than 50% of the City's total investment portfolio can be invested in a single security type or with a single financial institution.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The City's investment policy limits investments in commercial paper to those rated "A" or higher from Standard and Poor's (S&P) and Moody's, respectively. At June 30, 2013, the City's investment in LAIF and money market is unrated.

Interest Rate Risk

The City's investment policy investment maturities to five years, unless matched to a specific cash flow. Reserve funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds. The City has elected to use the segmented time distribution method of disclosure for its interest rate risk.

As of June 30, 2013, the City had the following investments and remaining maturities:

	Investment Maturities (in Years)	Fair Value
	Less than 1 year	
California Local Agency Investment Fund	\$ 1,541,650	\$ 1,541,650
Money Market	124,552	124,552
Total	<u>\$ 1,666,202</u>	<u>\$ 1,666,202</u>

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2013

Note 4: Capital Assets

Capital asset activity for the year ended June 30, 2013, was as follows:

	Beginning Balance	Adjustments*	Adjusted Beginning Balance	Transfers	Additions	Deletions	Ending Balance
Capital assets, not being depreciated:							
Land	\$ 1,290,006	\$ -	\$ 1,290,006	\$ -	\$ -	\$ -	\$ 1,290,006
Construction in progress	-	472,036	472,036	-	371,932	-	843,968
Right-of-way	362,645	(62,400)	300,245	(65,600)	393,290	5,000	622,935
Total Capital Assets, Not Being Depreciated	1,652,651	409,636	2,062,287	(65,600)	765,222	5,000	2,756,909
Capital assets, being depreciated:							
Buildings and improvements	6,875,854	-	6,875,854	-	-	-	6,875,854
Furniture, fixtures and equipment	145,723	-	145,723	-	16,911	115,904	46,730
Traffic Signals	-	128,838	128,838	-	-	-	128,838
Infrastructure	36,285,648	3,894,107	40,179,755	65,600	-	-	40,245,355
Total Capital Assets, Being Depreciated	43,307,225	4,022,945	47,330,170	65,600	16,911	115,904	47,296,777
Less accumulated depreciation:							
Buildings and improvements	1,415,310	-	1,415,310	-	218,517	-	1,633,827
Furniture, fixtures and equipment	134,734	-	134,734	-	6,457	115,904	25,287
Traffic Signals	-	6,442	6,442	-	6,442	-	12,884
Infrastructure	31,684,662	(7,989,249)	23,695,413	-	1,336,767	-	25,032,180
Total Accumulated Depreciation	33,234,706	(7,982,807)	25,251,899	-	1,568,183	115,904	26,704,178
Total Capital Assets, Being Depreciated, Net	10,072,519	12,005,752	22,078,271	65,600	(1,551,272)	-	20,592,599
Governmental Activities Capital Assets, Net	\$ 11,725,170	\$12,415,388	\$ 24,140,558	\$ -	\$ (786,050)	\$ 5,000	\$ 23,349,508

*The adjustment was due to the City incorporating a new fixed asset system that is more comprehensive thus reporting assets that should have been reported in prior years.

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:	
General government	\$ 4,331
Cemetery	2,102
Parks and recreation	217,542
Public works	1,344,208
Total Depreciation Expense - Governmental Activities	<u>\$ 1,568,183</u>

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2013

Note 5: Deposits Receivable

Deposits receivable are shown net of applicable allowances for doubtful accounts. The accounts receivable and respective allowances are as follows:

	Gross Receivable	Allowance For Doubtful Accounts	Net Receivable
Deposits Receivable	\$ 447,287	\$ (77,248)	\$ 370,039

Note 6: Long-Term Liabilities

The following is a schedule of changes in long-term debt for the fiscal year ended June 30, 2013:

	Beginning Balance	Additions	Deductions	Ending Balance	Within One Year
Loan from County	\$ 1,777,620	\$ -	\$ -	\$ 1,777,620	\$ 483,243
Matured unpaid interest	221,961	-	221,961	-	-
Total County loan	1,999,581	-	221,961	1,777,620	483,243
Other Post-Retirement Benefits	77,749	26,938	-	104,687	-
Compensated absences	90,862	52,098	60,472	82,488	54,899
Total Long-Term Liabilities	\$ 2,168,192	\$ 79,036	\$ 282,433	\$ 1,964,795	\$ 538,142

Loan from County

As part of the Comprehensive Fiscal Analysis prepared as part of the formation documents for the City, the County of Riverside (County) and other servicing agencies were to provide municipal level services during the transition year (July 1, 2010 through June 30, 2011). The County was to receive certain revenues on behalf of the City and apply them to the payment that would otherwise be necessary for providing those services. However, the County is allowed under law to require the City to pay back the overall net cost of providing these services. The amount is to be repaid by June 30, 2013, with interest of 4%; however there is no set repayment schedule. On February 8, 2012, the City formally requested a deferral by resolution. The County Executive Office submitted a resolution for approval by the Board on March 27, 2012 for the City to be allowed to defer repayment of the general fund services cost repayments for an additional eight years to June 30, 2021 with a minimum annual payment of no less than \$100,000 plus CPI starting July 1, 2013, which supersedes the original agreement thus the accrued interest is no longer due. The outstanding balance at June 30, 2013, is \$1,777,620 with \$483,243 due on July 1, 2013.

Compensated Absences

The City accrues accumulated unpaid vacation, sick leave and associated employee-related costs when earned (or estimated to be earned) by the employee as described in Note 1. The City at June 30, 2013, had an outstanding accrued balance of unpaid vacation, sick and associated employee of \$82,488 that will be liquidated from various funding sources in future years.

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2013

Note 7: Interfund Receivable, Payable and Transfers

a. Due To / From Other Funds

Funds	Due To Other Funds		Total
	Grants Fund	Other Governmental Funds	
Due From Other Funds: General Fund	\$ 651,781	\$ 95,009	\$ 746,790

These were the result of routine interfund transactions due to eliminating temporary deficit cash balances.

b. Interfund Transfers

Measure A Fund	Transfer Out:			Total
	Development Impact Fees	Wildomar Cemetery District	Other Governmental Funds	
Transfers In: General Fund	\$ 21,301	\$ 113,385	\$ 55,646	\$ 459,004
Total	\$ 21,301	\$ 113,385	\$ 55,646	\$ 459,004

During the year, interfund transfers were made to the General Fund and Wildomar Cemetery District for the purposes of funding administrative costs.

Note 8: Pension Plan

Plan Description

The City contributes to the California Public Employees Retirement System (PERS), a cost-sharing multiple-employer public employee defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. PERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute and City ordinance. Copies of PERS' annual financial report may be obtained from their executive office located at 400 P Street, Sacramento, California 95814.

Funding Policy

Participants are required to contribute 8% of their annual covered salary. The City makes the contributions required of City employees on their behalf and for their account. The City is required to contribute at an actuarially determined rate; the current rate is 15.551% of annual covered payroll. The contribution requirements of plan members and the City are established and may be amended by PERS.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2013

Note 8: Pension Plan (Continued)

Required Contribution

For fiscal year 2012-2013, the City's required contribution of \$88,987 for PERS was equal to the City's required and actual contributions. The required contribution was determined as part of the June 30, 2011, actuarial valuation using the entry age normal actuarial cost method.

Three-Year Trend Information		
<u>Fiscal Year</u>	<u>Annual Pension Cost (APC)</u>	<u>Percentage of APC Contributed</u>
6/30/11	\$ 81,931	100%
6/30/12	88,362	100%
6/30/13	88,987	100%

Audited annual financial statements are available from CALPERS at P.O. Box 942709, Sacramento, CA 94229-2709.

The City participates in risk pooling. Risk pooling consists of combining assets and liabilities across employers to produce large groups where the impact of a catastrophic demographic event is shared among all employers of the same risk pool. Participation in risk pools is mandatory for all rate plans with less than 100 active members. The implementation of risk pools was done in a way that minimizes the impact on employer contribution rates. The first year in risk pools, the employer contribution rates are almost identical to what the rates would have been outside pools. Future rates will be based on the experience of each pool. Pooling will reduce the volatility of future employer rates. Mandated participation will occur on an annual basis.

Note 9: Other Post-Employment BenefitsOther Post-employment benefits of the City of Wildomar

Plan Description

The City provides other post-employment benefits (OPEB) through a single-employer defined benefit healthcare plan. These benefits are provided per contract between the City and the employee associations. Separate financial statements are not available for the plan.

Funding Policy

The contribution requirements of plan members and the City are established and may be amended by the City, City Council and/or the employee association. Currently, contributions are not required from plan members due to there being no retired members at June 30, 2013. There was no contribution made during the 2012-2013 fiscal year to cover current plan premiums.

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2013

Note 9: Other Post-Employment Benefits (Continued)

As a result, the City calculated and recorded a net OPEB obligation, representing the difference between the annual required contribution (ARC) and actual contributions, as presented below:

Annual required contribution (ARC)	\$ 13,154
Interest on net OPEB obligation (asset)	520
Adjustment to ARC	<u>(1,190)</u>
Annual OPEB Cost	12,484
Contributions made	<u>-</u>
(Decrease) increase in Net OPEB obligation	12,484
Net OPEB obligation (asset) June 30, 2012	<u>25,984</u>
Net OPEB obligation (asset) June 30, 2013	<u>\$ 38,468</u>

For the fiscal year 2012-2013, the City's annual OPEB cost (expense) was \$12,484. The Net OPEB obligation for the current fiscal years is presented below:

Fiscal Year End	Annual OPEB Cost	Actual Contribution (Net of Adjustments)	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation (Asset)
6/30/2011	\$ 13,154	\$ -	0%	\$ 13,154
6/30/2012	12,830	-	0%	25,984
6/30/2013	12,484	-	0%	38,468

Funded Status and Funding Progress

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the City are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

The schedule of funding progress below presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits. Only one year is presented as this is the first actuarial of the plan. An actuarial is received every three years.

Schedule of Funding Progress for OPEB

Type of Valuation	Actuarial Valuation Date	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability	Funded Ratio	Covered Payroll	UAAL as percent of Covered Payroll	Interest Rate	Salary Scale
Actual	6/30/2011	\$ -	\$ 11,693	0.0%	\$ 447,394	3%	5.00%	3.00%

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2013

Note 9: Other Post-Employment Benefits (Continued)

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in the actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the June 30, 2011, actuarial valuation, the entry age normal cost method was used. The actuarial assumptions include a 5.0% investment rate of return, which is a blended rate of the expected long-term investment return on plan assets and on the employer's own investments calculated based on the funded level of the plan at the valuation date, and annual healthcare cost trend rate of 2.5% to 8.2% after eight years. Both rates include a 3% inflation assumption. The actuarial value of assets is set equal to the reported fair value of assets. The UAAL is being amortized as a level percentage of payroll on a closed basis. The remaining amortization period at June 30, 2013, was twenty seven years. The number of active participants is 12 and there are no retirees receiving benefits.

Other Post-employment benefits of the Wildomar Cemetery District

Plan Description

The Wildomar Cemetery District provides other postemployment benefits (OPEB) through a single-employer defined benefit healthcare plan by contributing on behalf of all eligible retirees \$509.58/month until age 65 and at age 65 until deceased, \$300.00/month. These benefits are provided per contract between the District and the plan members. Subsequent to November 9, 2012, the City has since taking over the operations of the District. A separate financial report is not available for the plan.

Funding Policy

The contribution requirements of plan members and the City are established and may be amended by the City, Board Members and/or the plan members. During the 2012-2013 fiscal year, the City contributed \$2,812 to cover current plan premiums.

As a result, the City calculated and recorded a Net OPEB Obligation, representing the difference between the Annual Required Contribution (ARC) and actual contributions, as presented below:

Annual required contribution (ARC)	\$ 23,528
Interest on net OPEB obligation	1,035
Adjustment to ARC	(7,297)
Annual OPEB cost	17,266
Contributions made	2,812
(Decrease) increase in Net OPEB obligation	14,454
Net OPEB obligation (asset) - beginning of year	51,765
Net OPEB obligation (asset) - end of year	<u>\$ 66,219</u>

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2013

Note 9: Other Post-Employment Benefits (Continued)

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan and the net OPEB obligation for 2012-2013 and the two preceding years were as follows:

Fiscal Year End	Annual OPEB Cost	Actual Contribution (Net of Adjustments)	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation (Asset)
6/30/2011	\$ 22,177	\$ 5,036	22.71%	\$ 36,637
6/30/2012	19,229	4,101	21.33%	51,765
6/30/2013	17,266	2,812	16.29%	66,219

Funded Status and Funding Progress

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the City are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

The schedule of funding progress below presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits. Only one year is presented as this is the first actuarial of the plan. An actuarial is received every three years. As a result of the City taking over the Cemetery District, the plans are combined and a new actuarial will be conducted in FY 13/14.

Type of Valuation	Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio	Covered Payroll	UAAL as a Percent of Covered Payroll	Interest Rate	Salary Scale
Actual	6/30/2010	\$ -	\$317,276	\$317,276	0.0%	\$104,164	304.6%	5.00%	3.00%

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in the actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the June 30, 2010, actuarial valuation, the level percentage of payroll was used. The actuarial assumptions include a 5.0% investment rate of return, which is a blended rate of the expected long-term investment return on plan assets and on the employer's own investments calculated based on the funded level of the plan at the valuation date, and annual healthcare cost trend rate of 4.1%. Both rates include a 3% inflation assumption. The actuarial value of assets is set equal to the reported market value of assets. The UAAL is being amortized as a level dollar on a closed basis. The remaining amortization period at June 30, 2013, was twenty-eight years. The number of active participants is 0 with 1 retiree receiving benefits.

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED) JUNE 30, 2013

Note 10: Risk Management

The City is self-insured for the first \$5,000 on each general liability claim. The City has no self-insured retention for workers' compensation liability claims. The insurance coverage in excess of the self-insured amount is provided by the Public Agency Risk Sharing Authority of California (PARSAC) up to a limit of \$1,000,000 for general liability and \$500,000 for workers' compensation. Losses that exceed \$1,000,000 for general liability and \$500,000 for workers' compensation are covered via the CSAC Excess Insurance Authority up to \$28,000,000 and \$45,000,000, respectively.

Claims, expenditures and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. These losses include an estimate of claims that have been incurred but not reported. The City funds all claims payable, including those incurred but not reported, in the yearly deposit it pays to PARSAC, except for its self-insured retention.

The PARSAC will publish its own financial report for the year ended June 30, 2013, which can be obtained from Public Agency Risk Sharing Authority of California, Sacramento, California.

In addition, the City purchases crime insurance coverage in the amount of \$1,000,000 with \$2,500 deductible. The fidelity coverage is provided through the Authority. Premiums are paid annually and are not subject to retroactive adjustments.

As of June 30, 2013, the City did not have any significant claims liability; therefore, no accrual was required.

Note 11: Restatement of Fund Balance and Net Position

Net position has been restated by \$12,415,388 to correct Capital Assets due to the City incorporating a more comprehensive asset tracking system. Net Position has also been restated by \$(136,183) due to the City incorrectly posting street lights charges to the general fund when they should have been charged to the gas tax fund as well as correcting revenue that was never received. The total Net Position restatement totals \$12,279,205.

COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

CITY OF WILDOMAR

COMBINING BALANCE SHEET
 NONMAJOR GOVERNMENTAL FUNDS
 JUNE 30, 2013

	Special Revenue Funds			
	Gas Tax	Air Quality Management District	SLESF	TDA
Assets:				
Pooled cash and investments	\$ 432,963	\$ 172,298	\$ -	\$ -
Receivables:				
Accounts, grants and taxes	214,078	10,335	25,000	62,305
Total Assets	\$ 647,041	\$ 182,633	\$ 25,000	\$ 62,305
Liabilities, Deferred Inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	\$ 75,414	\$ -	\$ -	\$ -
Due to other funds	-	-	25,000	62,305
Total Liabilities	75,414	-	25,000	62,305
Deferred Inflows of Resources:				
Unavailable revenues	127,075	-	-	62,305
Total Deferred Inflows of Resources	127,075	-	-	62,305
Fund Balances:				
Restricted for:				
Community development projects	-	-	-	-
Public works	444,552	182,633	-	-
Unassigned	-	-	-	(62,305)
Total Fund Balances	444,552	182,633	-	(62,305)
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 647,041	\$ 182,633	\$ 25,000	\$ 62,305

CITY OF WILDOMAR

COMBINING BALANCE SHEET
 NONMAJOR GOVERNMENTAL FUNDS
 JUNE 30, 2013

	Special Revenue Funds	Capital Projects Funds	
	Community Development Block Grant	County Service Area	Total Governmental Funds
Assets:			
Pooled cash and investments	\$ -	\$ 159,177	\$ 764,438
Receivables:			
Accounts, grants and taxes	15,390	3,780	330,888
Total Assets	\$ 15,390	\$ 162,957	\$ 1,095,326
Liabilities, Deferred Inflows of Resources, and Fund Balances:			
Liabilities:			
Accounts payable	\$ -	\$ 46,013	\$ 121,427
Due to other funds	7,704	-	95,009
Total Liabilities	7,704	46,013	216,436
Deferred Inflows of Resources:			
Unavailable revenues	15,390	-	204,770
Total Deferred Inflows of Resources	15,390	-	204,770
Fund Balances:			
Restricted for:			
Community development projects	-	116,944	116,944
Public works	-	-	627,185
Unassigned	(7,704)	-	(70,009)
Total Fund Balances	(7,704)	116,944	674,120
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 15,390	\$ 162,957	\$ 1,095,326

CITY OF WILDOMAR

COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2013

	Special Revenue Funds			
	Gas Tax	Air Quality Management District	SLESF	TDA
Revenues:				
Intergovernmental	\$ 826,652	\$ 39,469	\$ 100,000	\$ -
Total Revenues	826,652	39,469	100,000	-
Expenditures:				
Current:				
General government	1,710	-	-	-
Community development	-	-	-	-
Parks and recreation	-	-	-	64
Public works	834,362	-	-	-
Capital outlay	9,086	-	-	37,770
Total Expenditures	845,158	-	-	37,834
Excess (Deficiency) of Revenues Over (Under) Expenditures	(18,506)	39,469	100,000	(37,834)
Other Financing Sources (Uses):				
Transfers out	(357,204)	(1,800)	(100,000)	-
Total Other Financing Sources (Uses)	(357,204)	(1,800)	(100,000)	-
Net Change in Fund Balances	(375,710)	37,669	-	(37,834)
Fund Balances, Beginning of Year	960,351	144,964	-	(24,471)
Restatements	(140,089)	-	-	-
Fund Balances, Beginning of Year, as Restated	820,262	144,964	-	(24,471)
Fund Balances, End of Year	\$ 444,552	\$ 182,633	\$ -	\$ (62,305)

CITY OF WILDOMAR

COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2013

	Special Revenue Funds	Capital Projects Funds	Total Governmental Funds
	Community Development Block Grant	County Service Area	
Revenues:			
Intergovernmental	\$ -	\$ 643,190	\$ 1,609,311
Total Revenues	-	643,190	1,609,311
Expenditures:			
Current:			
General government	-	505,706	507,416
Community development	7,695	-	7,695
Parks and recreation	-	-	64
Public works	-	3,886	838,248
Capital outlay	-	-	46,856
Total Expenditures	7,695	509,592	1,400,279
Excess (Deficiency) of Revenues Over (Under) Expenditures	(7,695)	133,598	209,032
Other Financing Sources (Uses):			
Transfers out	-	-	(459,004)
Total Other Financing Sources (Uses)	-	-	(459,004)
Net Change in Fund Balances	(7,695)	133,598	(249,972)
Fund Balances, Beginning of Year	(9)	(16,654)	1,064,181
Restatements	-	-	(140,089)
Fund Balances, Beginning of Year, as Restated	(9)	(16,654)	924,092
Fund Balances, End of Year	\$ (7,704)	\$ 116,944	\$ 674,120

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE
 GAS TAX
 YEAR ENDED JUNE 30, 2013

	Budget Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final	Amounts	
Budgetary Fund Balance, July 1	\$ 820,262	\$ 820,262	\$ 820,262	\$ -
Resources (Inflows):				
Intergovernmental	1,741,000	1,741,000	826,652	(914,348)
Amounts Available for Appropriation	2,561,262	2,561,262	1,646,914	(914,348)
Charges to Appropriation (Outflow):				
General government	-	-	1,710	(1,710)
Public works	1,126,900	1,123,000	834,362	288,638
Capital outlay	800,000	800,000	9,086	790,914
Debt service:				
Interest and fiscal charges	427,300	427,300	-	427,300
Transfers out	327,100	327,100	357,204	(30,104)
Total Charges to Appropriations	2,681,300	2,677,400	1,202,362	1,475,038
Budgetary Fund Balance, June 30	\$ (120,038)	\$ (116,138)	\$ 444,552	\$ 560,690

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE
 AIR QUALITY MANAGEMENT DISTRICT
 YEAR ENDED JUNE 30, 2013

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 144,964	\$ 144,964	\$ 144,964	\$ -
Resources (Inflows):				
Intergovernmental	35,000	35,000	39,469	4,469
Amounts Available for Appropriation	179,964	179,964	184,433	4,469
Charges to Appropriation (Outflow):				
Public works	167,000	167,000	-	167,000
Transfers out	1,800	1,800	1,800	-
Total Charges to Appropriations	168,800	168,800	1,800	167,000
Budgetary Fund Balance, June 30	\$ 11,164	\$ 11,164	\$ 182,633	\$ 171,469

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE
 SLESF
 YEAR ENDED JUNE 30, 2013

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ -	\$ -	\$ -	\$ -
Resources (Inflows):				
Intergovernmental	100,000	100,000	100,000	-
Amounts Available for Appropriation	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>-</u>
Charges to Appropriation (Outflow):				
Transfers out	100,000	100,000	100,000	-
Total Charges to Appropriations	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>-</u>
Budgetary Fund Balance, June 30	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE

TDA

YEAR ENDED JUNE 30, 2013

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ (24,471)	\$ (24,471)	\$ (24,471)	\$ -
Resources (Inflows):				
Intergovernmental	186,800	186,800	-	(186,800)
Amounts Available for Appropriation	162,329	162,329	(24,471)	(186,800)
Charges to Appropriation (Outflow):				
Parks and recreation	-	-	64	(64)
Capital outlay	-	-	37,770	(37,770)
Total Charges to Appropriations	-	-	37,834	(37,834)
Budgetary Fund Balance, June 30	\$ 162,329	\$ 162,329	\$ (62,305)	\$ (224,634)

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE
 COMMUNITY DEVELOPMENT BLOCK GRANT
 YEAR ENDED JUNE 30, 2013

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ (9)	\$ (9)	\$ (9)	\$ -
Resources (Inflows):				
Intergovernmental	85,000	115,000	-	(115,000)
Amounts Available for Appropriation	84,991	114,991	(9)	(115,000)
Charges to Appropriation (Outflow):				
Community development	85,000	125,000	7,695	117,305
Total Charges to Appropriations	85,000	125,000	7,695	117,305
Budgetary Fund Balance, June 30	\$ (9)	\$ (10,009)	\$ (7,704)	\$ 2,305

CITY OF WILDOMAR

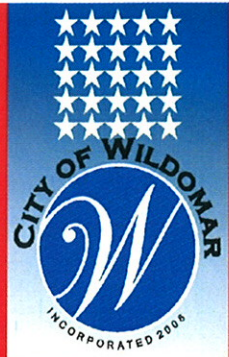
BUDGETARY COMPARISON SCHEDULE
COUNTY SERVICE AREA
YEAR ENDED JUNE 30, 2013

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ (16,654)	\$ (16,654)	\$ (16,654)	\$ -
Resources (Inflows):				
Intergovernmental	209,900	459,300	643,190	183,890
Amounts Available for Appropriation	193,246	442,646	626,536	183,890
Charges to Appropriation (Outflow):				
General government	243,400	444,600	505,706	(61,106)
Public works	-	-	3,886	(3,886)
Total Charges to Appropriations	243,400	444,600	509,592	(64,992)
Budgetary Fund Balance, June 30	\$ (50,154)	\$ (1,954)	\$ 116,944	\$ 118,898

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CITY OF WILDOMAR

**STATISTICAL
SECTION**



1. The first part of the document is a list of the names of the members of the committee who have been appointed to the various sub-committees. The names are listed in alphabetical order of the last name.

2.

Statistical Section

This section of the City of Wildomar's Comprehensive Annual Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents

Financial Trends - These schedules contain trend information to help the reader understand how the City's financial performance and well being have changed over time. As a newly incorporated City, information relative to the exact city boundaries prior to incorporation is not readily available in most cases. Therefore trend information will be developed over time and reported annually.

- Net Position by Component
- Changes in Net Position
- Fund Balances of Governmental Funds
- Changes in Fund Balances of Governmental Funds

Revenue Capacity - These schedules contain information to help the reader assess the factors affecting the City's ability to generate its property taxes.

- Assessed Value and Estimated Actual Value of Taxable Property
- Direct and Overlapping Property Tax Rates
- Principal Property Tax Payers
- Property Tax Levies and Collections

Debt Capacity - These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

- Ratio of Outstanding Debt by type
- Direct and Overlapping Governmental Activities
- Legal Debt Margin

Demographic and Economic Information - These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place and to help comparisons over time and with other governments

- Demographic and Economic Statistics
- Principal Employers
- Full-time Equivalent City Government Employees by Function/Program

Operating Information - These schedules contain information about the City's operations and resources to help the reader understand how the City's financial information related to the services the City provides and the activities it performs.

- Operating Indicators by Function/ Program
- Capital Asset Statistics by Function/Program
- Miscellaneous Statistics

Sources: Unless otherwise noted, the information in these schedules is derived from various internal and other governmental and non-governmental sources where reliability of the data could be ascertained.

CITY OF WILDOMAR

Net Position by Component

(Accrual Basis of Accounting)

	Fiscal Year				
	2013	2012	2011	2010	2009
Governmental Activities					
Investment in capital assets	\$ 23,349,508	\$ 11,725,170	\$ 12,329,670	\$ 13,341,779	\$ 14,841,391
Restricted for:					
Community Development Projects	2,108,884	715,474	780,098	617,689	76,322
Public Works	1,689,442	1,997,091	1,943,203	1,763,914	1,284,148
Debt Service	483,243	-	-	-	-
Cemetery	1,590,386	1,331,920	-	-	-
Unrestricted	(1,420,547)	(628,995)	(537,891)	(818,416)	(494,416)
Total Governmental Activities Net Position	\$ 27,800,916	\$ 15,140,660	\$ 14,515,080	\$ 14,904,966	\$ 15,707,445
 Primary Government					
Investment in capital assets	\$ 23,349,508	\$ 11,725,170	\$ 12,329,670	\$ 13,341,779	\$ 14,841,391
Restricted for:					
Community Development Projects	2,108,884	715,474	780,098	617,689	76,322
Public Works	1,689,442	1,997,091	1,943,203	1,763,914	1,284,148
Debt Service	483,243	-	-	-	-
Cemetery	1,590,386	1,331,920	-	-	-
Unrestricted	(1,420,547)	(628,995)	(537,891)	(818,416)	(494,416)
Total Primary Government Activities Net Position	\$ 27,800,916	\$ 15,140,660	\$ 14,515,080	\$ 14,904,966	\$ 15,707,445

The City was incorporated in fiscal year 2008-2009.

No Information prior to fiscal Year 2008-2009 is available.

Source: City Finance Department

CITY OF WILDOMAR
Changes in Net Position
(Accrual Basis of Accounting)

	Fiscal Year				
	2013	2012	2011	2010	2009
EXPENSES					
Governmental Activities:					
General Government	\$ 2,496,792	\$ 1,923,733	\$ 2,231,313	\$ 1,798,566	\$ 2,156,911
Public Safety	4,394,931	3,996,420	5,413,023	5,378,962	5,547,480
Community Development	1,818,348	1,253,984	1,069,198	1,786,894	1,501,865
Parks and Recreation	219,707	303,190	297,168	341,458	463,746
Public Works	2,457,319	2,551,241	2,371,664	2,741,040	29,440,843
Interest on long-term debt	-	76,907	73,949	71,105	-
Total Governmental Activities Expenses	<u>11,387,097</u>	<u>10,105,475</u>	<u>11,456,315</u>	<u>12,118,025</u>	<u>39,110,845</u>
PROGRAM REVENUES					
Governmental Activities:					
Charges for Services:					
General Government	1,440,592	152,978	359,266	71,195	1,633
Public Safety	36	-	590	-	26,893
Community Development	243,188	117,509	205,518	786,747	307,833
Parks and Recreation	1,056	4,034	19,040	7,387	-
Public Works	20,061	80,018	186,760	-	-
Total Charges for Services	<u>1,704,933</u>	<u>354,539</u>	<u>771,174</u>	<u>865,329</u>	<u>336,359</u>
Operating Contributions and Grants:					
General Government	617,155	1,563,689	376,574	269,235	237,579
Public Safety	100,000	100,000	100,228	100,773	-
Community Development	1,257,696	574,834	721,696	871,513	884,216
Parks and Recreation	37,834	24,471	-	-	-
Public Works	2,383,168	2,067,952	1,719,851	2,231,390	1,572,871
Total Operating Contributions and Grants	<u>4,395,853</u>	<u>4,330,946</u>	<u>2,918,349</u>	<u>3,472,911</u>	<u>2,694,666</u>
Capital Contributions and Grants:					
Public Works	-	-	-	-	43,653,393
Interest on long-term debt	-	-	226,422	-	-
Total Capital Contributions and Grants	<u>-</u>	<u>-</u>	<u>226,422</u>	<u>-</u>	<u>43,653,393</u>
Total Governmental Activities Program Revenue	<u>6,100,786</u>	<u>4,685,485</u>	<u>3,915,945</u>	<u>4,338,240</u>	<u>46,684,418</u>
TOTAL NET REVENUES (EXPENSES)	<u>\$ (5,286,311)</u>	<u>\$ (5,419,990)</u>	<u>\$ (7,540,370)</u>	<u>\$ (7,779,785)</u>	<u>\$ 7,573,573</u>

The City was incorporated in fiscal year 2008-2009. No information prior to fiscal Year 2008-2009 is available.

Source: City Finance Department

CITY OF WILDOMAR

Changes in Net Position

(Accrual Basis of Accounting)

	2013	2012	Fiscal Year 2011	2010	2009
GENERAL REVENUES AND OTHER CHARGES IN NET POSITION					
Governmental Activities:					
Taxes:					
Property Taxes, levied for general purpose	\$ 3,243,285	\$ 3,307,425	\$ 3,092,037	\$ 2,743,768	\$ 3,589,773
Sales Taxes	1,383,864	1,362,647	1,226,227	1,096,907	1,295,785
Franchise Taxes	850,808	749,046	725,775	591,706	520,290
Business Licenses Taxes	14,280	12,705	11,506	12,525	6,390
Other Taxes	109,524	83,021	76,110	99,456	130,518
Motor Vehicle in Lieu	14,074	18,450	1,978,210	2,226,922	2,555,318
Use of Money and Property	3,183	12,011	7,737	9,682	20,403
Other	48,344	30,943	32,882	84,030	15,395
Contributions from Other Entities	-	576,456	-	-	-
Total Governmental Activities	<u>5,667,362</u>	<u>6,152,704</u>	<u>7,150,484</u>	<u>6,864,996</u>	<u>8,133,872</u>
 CHANGES IN NET POSITION	 <u>\$ 381,051</u>	 <u>\$ 732,714</u>	 <u>\$ (389,886)</u>	 <u>\$ (914,789)</u>	 <u>\$ 8,133,872</u>

The City was incorporated in fiscal year 2008-2009. No Information prior to fiscal Year 2008-2009 is available.

Source: City Finance Department

CITY OF WILDOMAR
Fund Balances of Governmental Funds
(Modified Accrual Basis of Accounting)

	Fiscal Year				
	2013	2012	2011	2010	2009
GENERAL FUND					
Reserved	\$ -	\$ -	\$ -	\$ -	\$ -
Unreserved	-	-	-	1,044,414	1,276,268
Nonspendable:					
Inventory	-	-	-	-	-
Prepaid Costs	1,686	2,133	-	-	-
Deposits	370,039	211,752	275,866	-	-
Cemetery Endowment	-	-	-	-	-
Debt Service	483,243	-	-	-	-
Unassigned:	(46,320)	1,262,279	1,138,893	-	-
Total General Fund	\$ 808,648	\$ 1,476,164	\$ 1,414,759	\$ 1,044,414	\$ 1,276,268
ALL OTHER GOVERNMENTAL FUNDS					
Reserved:					
Encumbrances	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service	-	-	-	-	-
Self Insurance	-	-	-	-	-
Unreserved:					
Unreserved, Reported in Nonmajor					
Special Revenue Funds	-	-	-	741,577	375,878
Capital Projects Funds	-	-	-	342,663	(7,128)
Undesignated	-	-	-	1,272,834	984,592
Nonspendable:					
Inventory	2,640	4,838	-	-	-
Prepaid Costs	230	220	-	-	-
Deposits	-	-	-	-	-
Cemetery Endowment	90,000	90,000	-	-	-
Restricted for:					
Community development projects	2,108,884	715,474	780,098	-	-
Public works	1,689,442	1,997,091	1,943,203	-	-
Cemetery	1,497,516	1,331,920	-	-	-
Unassigned:	(759,932)	(101,996)	(101,652)	-	-
Total All Other Governmental Funds	\$ 4,628,780	\$ 4,037,547	\$ 2,621,649	\$ 2,357,074	\$ 1,353,342

The City was incorporated in fiscal year 2008-2009. No Information prior to fiscal Year 2008-2009 is available.

Source: City Finance Department

CITY OF WILDOMAR
Changes in Fund Balances of Governmental Funds
(Modified Accrual Basis of Accounting)

	Fiscal Year				
	2013	2012	2011	2010	2009
REVENUES					
Taxes	\$ 5,601,761	\$ 5,514,844	\$ 5,131,655	\$ 4,544,362	\$ 5,542,756
Licenses and Permits	16,636	25,100	29,171	71,195	28,526
Intergovernmental	2,262,217	2,598,557	4,361,487	4,559,085	4,128,189
Charges for Services	175,722	119,850	116,552	132,672	82,583
Use of Money and Property	3,183	12,011	7,737	9,682	20,403
Fines and Forfeitures	78,322	88,216	132,535	111,619	149,272
Contributions	1,271	-	-	244,706	237,579
Developer Participation	2,671,888	693,022	970,258	1,437,078	944,472
Miscellaneous	48,344	31,233	38,018	84,030	15,395
Total Revenues	10,859,344	9,082,833	10,787,413	11,194,429	11,149,175
EXPENDITURES					
Current:					
General Government	2,468,897	1,856,595	2,176,985	1,783,766	2,154,076
Public Safety	4,616,892	3,996,420	5,413,023	5,378,962	5,547,480
Community Development	1,818,348	1,253,984	1,069,198	1,786,894	1,501,865
Parks and Recreation	64	85,648	79,626	123,916	28,662
Public Works	1,158,413	1,551,441	1,354,021	1,461,323	1,053,337
Capital Outlay	736,830	-	-	-	11,765
Debt Service	-	-	-	-	-
Principal Retirement	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-
Total Expenditures	10,799,444	8,744,088	10,092,853	10,534,861	10,297,185
Excess (Deficiency) of Revenues	-	-	-	-	-
Over (Under) Expenditures	59,900	338,745	694,560	659,568	851,990
OTHER FINANCING SOURCES (USES)					
Transfers In	649,336	391,053	641,766	249,573	-
Transfers Out	(649,336)	(391,053)	(641,766)	(249,573)	-
Other Debts Issued	-	-	-	-	1,777,620
Contributions from Other Entities	-	1,186,052	-	-	-
Total Other Financing Sources (Uses)	-	1,186,052	-	-	1,777,620
Net Change in Fund Balances/ Net Position	59,900	1,524,797	694,560	659,568	2,629,610
Fund Balances, Beginning of Year	5,513,711	4,096,048	3,401,488	2,629,610	-
Restatements	(136,183)	(107,134)	-	112,310	-
Fund Balances, Beginning of Year, as restated	5,377,528	3,988,914	3,401,488	2,741,920	-
Fund Balances, End of Year	\$ 5,437,428	\$ 5,513,711	\$ 4,096,048	\$ 3,401,488	\$ 2,629,610
DEBT SERVICE AS A PERCENTAGE OF					
NON CAPITAL EXPENDITURES	0.00%	0.00%	0.00%	0.00%	0.00%

The City was incorporated in fiscal year 2008-2009. No Information prior to fiscal Year 2008-2009 is available.

Source: City Finance Department

CITY OF WILDOMAR

Assessed Value and Estimated Actual Value of Taxable Property

Fiscal year	Residential Property	Commercial Property	Other Property	Less Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Rate
2009	\$ -	\$ -	\$ -	\$ -	\$ -	-
2010	1,860,505,078	321,084,647	257,455,490	(4,968,321)	2,434,076,894	0.06575
2011	1,768,880,175	187,418,307	361,130,486	(5,106,890)	2,312,322,078	0.06522
2012	1,750,735,442	192,353,249	326,053,258	(5,370,950)	2,263,770,999	0.06572
2013	1,680,133,457	188,066,878	342,293,939	(5,922,179)	2,204,572,095	0.06624

In 1978, California voters passed Proposition 13 which set the property tax rate at 1.00% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only re-assessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

The City was incorporated in fiscal year 2008-2009. No Information prior to fiscal Year 2008-2009 is available.

Source: The HdL Companies

CITY OF WILDOMAR
Direct and Overlapping Property Tax Rates
(Rate per \$100 of Taxable Value)

Agency	Fiscal Year				
	2013	2012	2011	2010	2009
Basic Levy*	1.00000	1.00000	1.00000	1.00000	-
Menifee School Debt Svc	0.03543	0.03486	0.03436	0.03254	-
Metropolitan Water Dist. Original Area	0.00350	0.00370	0.00370	0.00430	-
Perris Union High School Debt Svc	0.03429	0.03429	0.03126	0.02686	-
Lake Elsinore Unified School District	0.33910	0.33910	N/A	N/A	-
Total Direct & Overlapping Tax Rates	1.07322	1.07285	1.06932	1.06370	-
City's Share of 1% Levy Per Prop 13	0.05800	0.05800	0.05800	0.05800	
Total Direct Rate	0.06624	0.65720	0.06522	0.06575	-

* In 1978, California voters passed Proposition 13 which set the property tax rate at 1.00% fixed amount. This 1.00% is shared between all taxing agencies in which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds.

Overlapping rates are those of local and county governments that apply to property owners within the City. Not all overlapping rates apply to all City property owners.

The City was incorporated in fiscal year 2008-2009. No information prior to fiscal Year 2009-2010 is available.

Source: The HdL Companies

CITY OF WILDOMAR

Principal Property Tax Payers

Fiscal Year							
2013				2012			
Taxpayer	Total Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxpayer	Total Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Universal Health Realty Income Trust	\$ 41,335,870	1	1.92%	Universal Health Realty Income Trust	\$ 52,839,578	1	2.33%
WNRA Wildomar	35,470,000	2	1.65%	WNRA Wildomar	35,470,000	2	1.56%
Universal Health SVS of Rancho Springs	24,792,417	3	40.63%	LG Oak Creek	31,455,944	3	1.39%
Wildomar Industrial Park	20,086,388	4	0.93%	Wildomar Industrial Park	19,692,540	4	0.87%
LG Oak Creek	15,817,000	5	0.74%	Dusk LLC	18,752,298	5	0.83%
MCW RC California Bear Creek Village	14,058,373	6	0.65%	MCW RC California Bear Creek Village	13,782,723	6	0.61%
Inland Valley Medical Partners	13,926,369	7	0.65%	Inland Valley Medical Partners	13,653,304	7	0.60%
Stonebridge Medical Center	12,727,246	8	0.59%	Stonebridge Medical Center	12,477,693	8	0.55%
Beazer Homes Holdings Corporation	11,432,870	9	0.53%	Beazer Homes Holdings Corporation	11,291,592	9	0.50%
CK HS Partners	9,426,434	10	0.44%	A and S Properties at Clinton Keith	10,610,159	10	0.47%
Totals	<u>\$ 199,072,967</u>		<u>48.73%</u>	Totals	<u>\$ 220,025,831</u>		<u>9.71%</u>

The City was incorporated in fiscal year 2008-2009. No information prior to fiscal Year 2009-2010 is available.

Source: The HdL Companies

CITY OF WILDOMAR

Property Tax Levies and Collections

Fiscal Year	Total Tax Levy for Fiscal Year	Collected within the Fiscal Year of the Levy		Total Tax Collections
		Amount	Percentage of Levy	
2009	\$ -	\$ 3,589,773	0.0%	\$ 3,589,773
2010	3,015,396	2,743,768	91.0%	2,743,768
2011	2,846,306	3,092,037	108.6%	3,092,037
2012	3,117,883	3,307,425	106.1%	3,307,425
2013	3,181,168	3,243,285	102.0%	3,243,285

The City was incorporated in fiscal year 2008-2009. No Information prior to fiscal Year 2009-2010 is available.

The City was not on the tax rolls until fiscal year 2009-2010, therefore there is no total tax levy. However, the City still received its portion of property tax collections from Riverside County.

Source: County of Riverside

CITY OF WILDOMAR

Ratios of Outstanding Debt by Type

Fiscal Year	General Obligation Bonds	Lease Revenue Bonds	Certificates of Participation	County Repayment ⁽¹⁾	Total Governmental Activities	% of Actual Assessed Value of Property ⁽²⁾	Per Capita
2009	\$ -	\$ -	\$ -	\$ 1,777,620	\$ 1,777,620	0.00%	\$ -
2010	-	-	-	1,848,725	1,848,725	0.08%	59
2011	-	-	-	1,922,674	1,922,674	0.08%	60
2012	-	-	-	1,999,581	1,999,581	0.09%	61
2013	-	-	-	1,777,620	1,777,620	0.08%	54

⁽¹⁾ County Repayment is not a bonded debt

⁽²⁾ Assessed value used because actual value of taxable property not readily available in the state of California.

The City was incorporated in fiscal year 2008-2009. No Information prior to fiscal Year 2008-2009 is available.

Source: City Finance Department

CITY OF WILDOMAR
Direct and Overlapping Governmental Activities Debt
As of June 30, 2013

2012-2013 Assessed Valuation	\$ 2,208,120,488
Incremental Valuation	-
Adjusted Assessed Valuation	\$ 2,208,120,488

	Total Debt	Percent Applicable to City (1)	City's Share of Debt
Overlapping Tax and Assessment Debt			
Metropolitan Water District	\$ 165,085,000	0.105%	\$ 173,339
Perris Union High School District	51,087,260	0.250%	127,718
Menifee Union School District	45,253,922	0.441%	199,570
Lake Elsinore Unified School District Community Facilities District No. 89-1 & 90-1	6,799,000	100.000%	6,799,000
Lake Elsinore Unified School District Community Facilities District No. 2002-1	4,063,000	44.392%	1,803,647
Lake Elsinore Unified School District Community Facilities District No. 2003-1 A	4,069,113	100.000%	4,069,113
Lake Elsinore Unified School District Community Facilities District No. 2004-2 & 3	12,365,000	67.453-100.0%	11,370,689
Lake Elsinore Unified School District Community Facilities District No. 2005-3 & 7	10,110,000	100.000%	10,110,000
Lake Elsinore Unified School District Community Facilities District No. 2006-3A & 4	8,875,000	100.000%	8,875,000
Perris Union High School District Community Facilities District No. 92-1	32,990,400	0.365%	120,415
Elsinore Valley Municipal Water District Community Facilities Districts	8,455,000	100.000%	8,455,000
Total Overlapping Tax and Assessment Debt			\$ 52,103,491

Ratios to 2012-13 Assessed Valuation

Overlapping Tax and Assessment Debt..... 2.36%

Overlapping General Fund Debt

Riverside County General Funds Obligation	\$ 640,243,149	1.095%	\$ 7,010,662
Riverside County Pension Obligations	346,790,000	1.095%	3,797,351
Riverside County Board of Education Certificates of Participation	3,900,000	1.095%	42,705
Mount San Jacinto Community College District General Funds Obligations	11,675,000	3.494%	407,925
Lake Elsinore Unified School District Certificates of Participation	37,340,000	25.117%	9,378,688
Perris Union High School District General Fund Obligation	9,612,432	0.250%	24,031
Menifee Union School District Certificates of Participation	5,605,000	0.441%	24,718
Total Gross Overlapping General Fund Debt			\$ 20,686,080
Less: Riverside County Supported Obligations			119,297
Total Net Overlapping General Fund Debt			\$ 20,566,783

Direct Debt

City Of Wildomar	\$0	100%	\$0
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OVERLAPPING TAX INCREMENT DEBT (Successor Agency):	\$ 238,903,659	1.854-16.096%	\$ 14,012,093
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Total Direct Debt			\$0
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Total Gross Overlapping Debt			\$ 86,801,664
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Total Net Overlapping Debt			\$ 86,682,367
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Gross Combined Total Debt			\$ 86,801,664 (2)
Net Combined Total Debt			\$ 86,682,367

(1) Percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by the portion of the overlapping districts assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.determining

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations. Qualified Zone Academy included based on principal due at maturity.Bonds are

Ratios to 2012-13 Assessed Valuation:

Overlapping Tax and Assessment Debt.....	2.36%
Direct Debt (\$0).....	0.00%
Gross Combined Total Debt	3.93%
Net Combined Total Debt	3.93%

Ratios to Redevelopment Successor Agency Incremental Valuation (\$75,499,546):

Total Overlapping Tax Increment Debt	18.56%
AB: (\$475)	

Source: California Municipal Statistics

CITY OF WILDOMAR
Legal Debt Margin Information
(dollars in thousands)

	Fiscal Year				
	2013	2012	2011	2010	2009
Assessed Valuation	\$ 2,204,512,095	\$ 2,263,770,999	\$ 2,312,322,078	\$ 2,434,076,894	\$ -
Debt Limit Percentage	15%	15%	15%	15%	15%
Debt Limit	\$ 330,676,814	\$ 339,565,650	\$ 346,848,312	\$ 365,111,534	-
Total Net Debt Applicable to Limit General Obligation Bonds:	-	-	-	-	-
Legal Debt Margin	<u>\$ 330,676,814</u>	<u>\$ 339,565,650</u>	<u>\$ 346,848,312</u>	<u>\$ 365,111,534</u>	<u>\$ -</u>
Total Net Debt Applicable to the Limit as a Percentage of Debt Limit	0.00%	0.00%	0.00%	0.00%	0.00%

Section 43605 of The Government Code of the State of California limits the amount of indebtedness for public improvements to 15% of the assessed valuation of all real and personal property of the City.

The City of Wildomar has no general obligation bond indebtedness.

The City was incorporated in fiscal year 2008-2009. No Information prior to fiscal Year 2009-2010 is available.

Source: City Finance Department, The HdL Companies

CITY OF WILDOMAR
Demographic and Economic Statistics

Calendar Year	Population	Personal Income (thousands)	Per Capita Personal Income	Unemployment Rate	Median Age	% of Pop 25+ with High School Degree	% of Pop 25+ with Bachelor's Degree
2009	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2010	31,374	\$ 673,738	\$ 21,474	12%	37.9	79.7%	13.3%
2011	31,907	700,199	21,945	13%	32.2	83.8%	16.9%
2012	32,719	744,226	22,746	N/A	33	82.9%	17.7%
2013	33,174	762,836	22,995	N/A	32.2	84.8%	16.8%

The City was incorporated in fiscal year 2008-2009. No Information prior to fiscal Year 2008-2009 is available.

Source: The HdL Companies, California Employment Development Department

CITY OF WILDOMAR
Principal Employers

Employer	Fiscal Year								
	2013			2012			2009		
	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
Lake Elsinore Unified School District	2,000	1	N/A	N/A			600	1	17.36%
Inland Valley Medical Center	784	2	N/A	N/A			430	2	12.44%
FCP INC.	200	3	N/A	N/A			150	3	4.34%
Stater Bros Markets	100	4	N/A	N/A			100	4	2.89%
Albertson's	85	6	N/A	N/A			85	5	2.46%
Jack in the Box	60	7	N/A	N/A			80	6	2.31%
Coldwell Banker	52	8	N/A	N/A			60	7	1.74%
P K Mechanical Systems	50	5	N/A	N/A			56	8	1.62%
McDonald's	50	9	N/A	N/A			50	9	1.45%
Cornerstone Community Church & School	45	10	N/A	N/A			45	10	1.30%
Southern California Edison	20	11	N/A						
Total of Top Employers	3,446		N/A	N/A		N/A	1656		47.91%

(1) Principal Employers Report is unavailable for fiscal year 2011-2012 due to unreliable data.

The City was incorporated in fiscal year 2008-2009. No information prior to fiscal Year 2008-2009 is available.

Source: The HdL Companies

CITY OF WILDOMAR
Full-Time Equivalent City Government Employees by Function/Program
As of June 30, 2013

<u>Function</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
City Manager					
Full- Time Equiv	1	1	1	1	0
City Clerk					
Full- Time Equiv	1	1	1	1	0
Administrative Services					
Full- Time Equiv	2	2	1	1	0
Community Development					
Full- Time Equiv	1	0	0	0	0
Engineering/ Pub. Works					
Full- Time Equiv	0	0	0	0	0
Building/Safety					
Full- Time Equiv	1	1	0	0	0
Community Services					
Full- Time Equiv	1	0	0	0	0
Cemetery					
Full- Time Equiv	2	2	0	0	0
TOTAL	<u>9</u>	<u>7</u>	<u>3</u>	<u>3</u>	<u>0</u>

During FY 2012-13 the Budget included the addition of a Planning Director and a Community Service Manager as City employees. During fiscal year 2009-2010 and 2010-2011. There were no city employees in fiscal Year 2008-2009 All City employees with the exception of City Manager, City Clerk and Administrative Services were contract. The City was incorporated in fiscal year 2008-2009. No Information prior to fiscal Year 2008-2009 is available.

Source: City Finance Department

CITY OF WILDOMAR
Operating Indicators by Function/ Program

Function	2013	2012	2011	2010	2009
Police Services					
Calls for Service	3,954	12,451	14,797	8,740	8,684
DUI Arrests	2	40	80	53	78
Traffic Citations	Not Avail.	474	1052	233	1267
Public Works					
Street Resurfacing	14,000	43,200	0	0	N/A
Right of Way Clearing (Square Feet)	64,500	64,500	30,119	21,600	N/A
Traffic Signs Installed	40	69	41	78	N/A
Drain Inlets Cleaned	280	278	278	300	N/A
Building & Safety					
Building Permits Issued	120	130	132	151	232
Building Inspections Completed	4,080	2,904	2,626	4,032	N/A
Community Development					
Planning Applications Completed	20	29	24	50	39
Community Services					
Community Events Attendance	800	1,700	3,000	13,000	6,630
Cemetery					
Burial Services	30	30	0	0	0

The City was incorporated in fiscal year 2008-2009. No Information prior to fiscal Year 2008-2009 is available.

Source: City Finance Department, City Community Development Department, City Building Department, Riverside County Sheriff's Department, City Public Works Department, Cemetery

CITY OF WILDOMAR
Capital Asset Statistics by Function/Program

Function	2013	2012	2011	2010	2009
Public Works					
Streets (miles)					
Paved - Public	119	121.1	121.1	121.1	N/A
Paved - Private	9.1	9.1	9.1	9.1	
Unpaved - Public	3.4	6.4	6.4	6	N/A
Unpaved - Private	47.1	47.1	47.1	47.1	
Traffic Signals	23.3	23.3	23.3	19	N/A
Community Services					
Parks	3	3	3	3	3
Park Acreage	14.4	14.4	14.4	14.4	14.4
Cemetery	1	1	0	0	0

The City was incorporated in fiscal year 2008-2009. No Information prior to fiscal Year 2008-2009 is available.

Source: City Public Works Department, Community Services Department

CITY OF WILDOMAR
Miscellaneous Statistics
As of June 30, 2013

Geographic Location	Wildomar is located along Interstate 15 in Riverside County.
Population	33,174
Area in Square Miles	24
Form of Government	Council-Manager
Date of Incorporation	July, 1 2008
Number of Full Time Employees	9
Public Safety:	
Police Department	Under contract with the Riverside County Sheriff's Department
Fire Department	Under contract with the Riverside County Fire Department (Cal-Fire)
Library	1 branch, Riverside County Library System
Recreation:	3 Parks owned by the City
Schools:	
Elementary	4
Middle Schools	1
High Schools	1

Source: City Finance Department and California Department of Finance

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CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.7
CONSENT CALENDAR
Meeting Date: February 12, 2014

TO: Mayor and City Council Members

FROM: Misty V. Cheng, Controller

SUBJECT: FY 2013/14 California Supplemental Law Enforcement Services Fund (SLESF) Grant Program

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,
RECOMMENDING THE USE OF \$100,000 FROM THE 2013-14 STATE BUDGET TO PROVIDE
FUNDING ADDITIONAL PUBLIC SAFETY PERSONNEL

BACKGROUND:

The California Supplemental Law Enforcement Services Fund (SLESF) program, also known as the Citizens Option for Public Safety (COPS) grant, has provided annual funding to cities for the delivery of front line law enforcement services that are not already funded (or are underfunded) by the local jurisdiction. State law requires that these funds be appropriated pursuant to a written request from the Chief of Police to the City Council and the request must be considered separate and apart from any proposed law enforcement allocations from the General Fund.

DISCUSSION

The City has received a letter from the Chief of Police and it is recommended that the grant funds be used to provide additional service hours above the current 40 hours per day. The 40 hours per day is not an optimum staffing level but the City was forced to this level of service due to the State taking of \$1.8 million of the City's Motor Vehicle License Fee revenues. Based on current activity, Wildomar Police Department officers are directly supported by County resources on an average of two hours per day. These hours are billed to the City and would largely be covered by the SLESF funding.

FISCAL IMPACT

The \$100,000 from the SLESF Program would be added to the City budget as would the cost of additional police services. The action would take place when the City is notified of the grant award and the budget would be amended during a public hearing.

2013-14 SLESF Expenditure Plan

\$95,000 Salary and Benefits for 1593.43 Total Deputy Hours

\$ 5,000 for equipment

\$100,000 Total Expenditure.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

Resolution

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,
RECOMMENDING THE USE OF \$100,000 FROM THE 2013-14 STATE BUDGET TO
PROVIDE FUNDING ADDITIONAL PUBLIC SAFETY PERSONNEL

WHEREAS, the adoption of the 2013-14 State budget, includes continuation of AB 1913 which established the Supplemental Local Law Enforcement Fund; and

WHEREAS, AB 1913 appropriated \$100 million to supplement local law Enforcement budgets; and

WHEREAS, the City of Wildomar has been designated to receive \$100,000 from the 2013-14 California State budget as granted under AB 1913; and

WHEREAS, the funds may be applied to projects and front line municipal police Services which are in existing budgets but are under-funded; and

WHEREAS, a public meeting was held on February 12, 2014, to hear input on the recommendations for the use of these funds.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Wildomar Approves the use of such funds for when received from the 2013-14 California State budget to assist in funding Public Safety personnel, and authorizes the Chief of Police to execute any grant related documents.

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

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

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

TO: Mayor and Council Members

FROM: Dan York, Public Works Director/City Engineer

SUBJECT: Delegation of Authority to Execute Right of Way Certifications

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, DELEGATING AUTHORITY TO THE CITY MANAGER TO
EXECUTE RIGHT OF WAY CERTIFICATIONS

BACKGROUND:

From time to time, the City desires to construct various capital improvements, drainage, flood control facilities and other primary facilities. As a requirement for receiving state and federal funding for such projects, all projects must adhere to the California Department of Transportation, Local Assistance Procedures Manual (LAPM). This requirement include the City certifying that it has obtained legal and physical possession of all properties located with the limits of the project and provide a written statement on right of way summarizing the status of all related right of way matters with respect to the proposed project.

The LAPM requires the City to submit to Caltrans a resolution from the governing body authorizing execution of the right of way certifications for a project. Alternatively, the governing body may adopt a resolution delegating the authority to execute the right of way certifications to a designated official.

To expedite the CalTrans approval process, staff is requesting that the City Council adopt the attached resolution delegating the authority to execute right of way certifications to the City Manager or his or her designee.

FISCAL IMPACTS:

None.

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

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Resolution

ATTACHMENT A

RESOLUTION NO. 2014 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, DELEGATING AUTHORITY TO THE CITY
MANAGER TO EXECUTE RIGHT OF WAY CERTIFICATIONS**

WHEREAS, the City of Wildomar ("City") is undertaking the construction of various capital improvements and other related projects;

WHEREAS, as a requirement for receiving state and federal funding for capital improvement projects and other related projects, the City must certify that it has obtained legal and physical possession of all properties located within the limits of the project in accordance with California Department of Transportation (CalTrans), Local Assistance Procedures Manual (LAPM);

WHEREAS, the LAPM requires right of way certification forms to be submitted for each project summarizing the status of all right of way related matters with respect to the project, along with a copy of a resolution by the governing body authorizing the execution of the right of way certification form;

WHEREAS, City may by general resolution, authorize an officer or agent to act on behalf of the City Council in certain matters and it is in the interest of convenience and efficiency to designate the City Manager or his designee as the officer authorized to execute CalTrans right of way certifications.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wildomar as follows:

1. That all of the above recitals are true and correct.
2. That the City Manager or his designee is hereby authorized to execute right of way certifications on behalf of the City of Wildomar in order to comply with the Caltrans Local Assistance Procedures Manual and any amendments or revisions thereof.

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

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #1.9

CONSENT CALENDAR

Meeting Date: February 12, 2014

TO: Mayor and City Council Members

FROM: Dan York, Public Works Director/City Engineer

SUBJECT: Ordinance No. 93 Second Reading - Development Impact Fees

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 93

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING AND RESTATING ARTICLE I (DEVELOPMENT IMPACT FEES) OF CHAPTER 3.44 (FEES) OF THE WILDOMAR MUNICIPAL CODE AND AMENDING SECTION 16.20.02 (PARK AND RECREATION FEES AND DEDICATIONS) OF THE WILDOMAR MUNICIPAL CODE

DISCUSSION

The City Council approved the first reading of the Ordinance at the January 22, 2014 adjourned regular meeting. At this time it would be appropriate for the City Council to adopt the Ordinance.

FISCAL IMPACT:

The DIF Study Report supports a future revenue stream of approximately \$105 million through build out of Wildomar. Below are the projected revenues for the ten development impact fee components:

- Streets/Intersections \$54,758,792
- Police Facilities \$ 2,647,301
- Fire Protection \$ 5,126,209
- Parks \$ 3,707,624 (Including fees under 16.20.020)
- Community Centers \$ 2,947,637
- Animal Shelter \$ 1,555,383
- City Hall \$ 4,477,698
- Corporate Yard \$ 930,268
- Drainage \$19,942,710
- Multi-purpose Trails \$ 8,785,008

TOTAL PROJECTED DIF REVENUE = \$104,878,630

Submitted by:
Dan York
Public Works Director/City Engineer

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Ordinance No. 93

ORDINANCE NO. 93

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING AND RESTATING ARTICLE I (DEVELOPMENT IMPACT FEES) OF CHAPTER 3.44 (FEES) OF THE WILDOMAR MUNICIPAL CODE AND AMENDING SECTION 16.20.02 (PARK AND RECREATION FEES AND DEDICATIONS) OF THE WILDOMAR MUNICIPAL CODE

WHEREAS, Article I of Chapter 3.44 of the Wildomar Municipal Code establishes development impact fees that were adopted by the County of Riverside in 2001, and has not been substantially changed by the City since incorporation; and,

WHEREAS, the City Council has recently conducted a fee study and adopted new development impact fees for the City; and,

WHEREAS, the City Council desires to amend Article I of Chapter 3.44 to be consistent with the newly adopted development impact fees; and,

WHEREAS, Section 16.20.020 establishes park land dedication and fees in lieu of dedication requirements for residential subdivisions pursuant to Government Code Section 66477 (the "Quimby Act"); and,

WHEREAS, Section 16.20.020 has not been amended since the City incorporated, and contains numerous provisions that are inapplicable to the City; and,

WHEREAS, the City Council desires to amend Section 16.20.020 to eliminate unnecessary provisions and to update how fees in lieu of dedication are calculated to simply the process and ensure fees in lieu of dedication imposed on residential subdivisions under Section 16.20.020 are consistent with "park impact fees" imposed on residential development not within a subdivision.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES ORDAIN AS FOLLOWS:

SECTION 1. Amendment of Chapter 3.44. Chapter 3.44 (Fees) of the Wildomar Municipal Code is hereby amended and restated in its entirety as shown on Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 2. Amendment of Section 16.20.020. Section 16.20.020 of the Wildomar Municipal Code is hereby amended and restated in its entirety as shown on Exhibit "B" attached hereto and incorporated herein by this reference.

SECTION 3. CEQA Findings. The City Council hereby finds that the adoption of this Ordinance is not subject to CEQA review pursuant to CEQA Guideline 15378(b)(4), which provides that the creation of government funding mechanisms or other

government fiscal activities that do not involve any commitment to any specific project are not projects subject to CEQA review.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. Effective Date. This ordinance shall take effect April 1, 2014.

SECTION 6. Publication. The City Clerk shall cause this ordinance to be published or posted in accordance with Government Code section 36933.

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

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

EXHIBIT “A”

“CHAPTER 3.44 FEES

Article I. Development Impact Fees

3.44.010 Authority

This article is established under the authority of Article 11, Section 7 of the California Constitution and the Mitigation Fee Act.

3.44.020 Purpose and Intent

Development Projects impose increase demands on public infrastructure and facilities. The City Council may establish Development Impact Fees to finance infrastructure and other public improvements and facilities needed as a result of new Development Projects, and adjust the amount of those Development Impact Fees as needed. This article provides the structure by which the City shall administer those Development Impact Fees established by the City Council.

3.44.030 Definitions

“Building Permit” means the permit required or issued by the City for the construction, improvement, or remodeling of any structure pursuant to the City’s building codes.

“Capital Improvement” means any public facility or infrastructure improvement, including acquisition of land, design and construction, equipping and installing, and related costs, which are to be financed in whole or in part by Development Impact Fees.

“Development Impact Fees” means a monetary exaction that is charged to an Owner in connection with approval of a Development Project for the purpose of defraying all or a portion of the cost of the public improvements, public services, and community amenities related to the development project.

“Development Project” means the construction of a new residential dwelling unit or the construction of new non-residential gross floor area square footage.

“Mitigation Fee Act” means Title 7, Division 1, Chapter 5 of the Government Code, beginning with Section 66000.

“Owner” means the legal owner(s) of real property upon which a Development Project is proposed, or their authorized representative(s).

3.44.040 Establishment of Development Impact Fees

The City Council may establish and set the amount of Development Impacts Fees by resolution conforming to the requirements of the Mitigation Fee Act. The City Council may periodically adjust the amount of Development Impact Fees.

3.44.050 Applicability

The provisions of this article apply to all Development Impact Fees established by resolution of the City Council pursuant to Section 3.44.040 unless the resolution establishing said fee expressly exempts the fee from some or all of the provisions of this article. The provisions of this article do not apply to taxes, assessments, fees for processing applications, regulatory fees, fees imposed and collected under a development agreement (unless the agreement expressly requires compliance with this article), and fees imposed by other governmental agencies and collected by the City.

3.44.060 Determination and Payment of Development Impact Fees

A. Determination of Amount. The City Manager, or his or her designee, shall determine the amount of Development Impact Fees to be paid by each Development Project in a manner that is consistent with the resolution of the City Council establishing the Development Impact Fees.

B. Payment Required. No Certificate of Occupancy shall be issued by the City for a Development unless and until the Owner of the real property pays to the City all Development Impact Fees applicable to the Development Project.

C. Exceptions. The following types of Development Projects are not subject to Development Impact Fees:

1. Reconstruction of a structure damaged or destroyed by fire or other natural causes, provided the structure contains the same number of dwelling units and/or the same or less gross floor area as the damaged or destroyed structure.

2. Rehabilitation or remodeling of an existing residential structure provided no new dwelling units are added to the structure.

3. Rehabilitation or remodeling of an existing non-residential structure provided no additional gross floor area is added to the structure and there is no change in use that would generate more traffic.

3.44.070 Accounting and Use of Development Impact Fees

The City shall establish separate accounts for each category of Development Impact Fee established by the City Council and deposit Development Impact Fees collected into the appropriate account. The money deposited into these accounts, and any interest earnings thereon, shall be used solely for the public improvements, public services, and community amenities for which the Development Impact Fees were imposed. Development Impact Fees may be used to pay the principal, interest and other costs of bonds, notes and other obligations issued or undertaken by or on behalf of the City to finance such improvements, services and amenities.

3.44.080 Credits and Reimbursements

A. Credits. If an Owner of a Development Project constructs a Capital Improvement the Owner may receive a credit against the corresponding Development Impact Fee for the Development Project. The Owner and the City must enter into a credit agreement prior to the issuance of a Building Permit for the Development Project for the Owner to receive a credit against the applicable Development Impact Fees. The agreement must estimate the cost of constructing the Capital Improvement, the schedule for the completion of the Capital Improvement, a requirement that the Capital Improvement be constructed to City standards, and such other terms and conditions as deemed necessary by the City.

B. Reimbursements. If an Owner of a Development Project constructs a Capital Improvement the City may reimburse the Owner for the costs of the Capital Improvement in excess of what is needed to provide services to or mitigate the impacts of the Development Project. The Owner and the City must enter into a reimbursement agreement for the Owner to receive a reimbursement. The reimbursement agreement shall require the City, for a period of up to 10 years, to reimburse the Owner from the Development Impact Fees collected to fund Capital Improvements of the same type as the Capital Improvement constructed by the Owner. The City shall not reimburse an Owner out of the City's General Fund or any other City funds.

C. Maximum Credit and Reimbursement. In no event shall an Owner receive a credit and/or reimbursement in excess of the City's most recent estimated cost of constructing the Capital Improvement, or the portion of the Capital Improvement actually completed, by contract or by the City's own forces.

D. Credit and Reimbursement Policy. The City Council may, from time to time, adopt by resolution a Development Impact Fee Credit and Reimbursement Policy implementing the provisions of this section.

E. Execution of Agreements. The City Manager may approve and sign any agreements authorized by paragraphs A or B of this section, provided the agreement is consistent with this section any policy adopted by the City Council pursuant to paragraph D of this section.

3.44.090 Protests, Appeals and Audits

All protests, appeals, and audits shall be conducted in accordance with the procedures contained in the Mitigation Fee Act (Government Code Section 66020 et seq.).

EXHIBIT "B"

"16.20.020 Park and recreation fees and dedications.

A. Authority. This section is adopted pursuant to Section 66477 of the Government Code, which authorizes the legislative body of a city to require, by ordinance, the dedication of land or the payment of fees in lieu thereof, or a combination of both, for park and recreational facilities as a condition of approval of a tentative map or parcel map.

B. Dedication or Fee Required. Whenever land is proposed to be subdivided for residential use, the property owner shall be required, as a condition of approval of the subdivision, to dedicate to the City for park purposes three acres of land for every 1,000 residents of the subdivision, or pay an equivalent fee, or a combination of both, consistent with this section.

1. For subdivisions containing 50 parcels or less, only the payment of fees may be required; provided, however, that when a condominium project, stock cooperative or community apartment project exceeds 50 dwelling units, the dedication of land may be required even though the number of parcels may be less than 50.

2. Nothing in this section shall prevent the City from accepting the voluntary dedication of land by a developer for a subdivision containing less than 50 parcels if the dedication meets the other requirements of this section.

C. Exemptions. This section shall not apply to the following land divisions:

1. Commercial or industrial.

2. Condominium projects or stock cooperatives which consist of the subdivision airspace in an existing apartment building which is more than five years old and no new dwelling units area added.

3. Subdivisions containing less than five parcels and not used for residential purposes, provided, however, that a condition of approval shall be placed on those maps that if a building permit is requested for the construction of a residential structure or structures on one or more of the parcels within four years of the approval of the final map, the owner of each parcel on which construction of a residential structure is proposed must pay a fee in lieu of park land dedication as a condition to the issuance of a building permit.

D. Dedications of Land. Whenever land is dedicated pursuant to this section the following provisions apply.

1. The amount and location of property to be dedicated shall be as approved by the City. In determining whether to require a dedication of land, the City may consider the natural features of the area, available access, the location, size and shape

of the subdivision, the land available for dedication, the feasibility of dedication, the location of existing and proposed park sites and trailways and the compatibility of dedication with the City's General Plan.

3. All dedications of land shall be in accordance with the Subdivision Map Act. Land shall be conveyed in fee simple to the City free and clear of all encumbrances except those which will not interfere with the use of the property for its intended purposes and which the City agrees to accept. All deeds shall be delivered to the City before the approval of the final map. If the final map is disapproved, or if it is withdrawn by the developer, the deeds shall be returned to the developer. If the final map is approved, the deeds shall be recorded by the City at the time the final map is recorded. No deed for dedication of land shall be accepted unless it is accompanied by a policy of title insurance, secured by the developer, in an amount equal to the value of the land dedicated.

4. The amount of land to be dedicated shall be based on the residential density of the subdivision, and shall be determined by multiplying the number of dwelling units in the subdivision by the average number of persons per household by type of dwelling unit by 0.003. The average number of persons per household by dwelling unit type shall be the same as that disclosed by the most recent available federal census.

5. Whenever the actual amount of land to be dedicated is less than the amount of land required to be dedicated as calculated under paragraph C.3. of this section, the developer shall pay fees for the value of any additional land that otherwise would have been required to be dedicated.

6. Whenever a park or recreational facility is to be located in whole or in part within the proposed subdivision, the land dedicated shall bear a reasonable relationship to the use of the park and recreational facilities by the future inhabitants of the subdivision.

7. Whenever land is dedicated, the developer shall, without credit, provide the following for the benefit of the land dedicated:

a. Full street improvements and utility connections including, but not limited to, curbs, gutters, relocation of existing public utility facilities, street paving, traffic control devices, street trees, and sidewalks to the dedicated land;

b. Fencing along the property lines of the subdivision which are contiguous to the park;

c. Improve the drainage through the park site;

d. Provide minimal physical improvements, not including recreational facilities, building, or equipment, which the City determines are necessary for acceptance of the land for park and recreational purposes, including, but not limited to, grading, drainage, irrigation and planting improvements;

e. Provide access from the park and recreational facilities to an existing or proposed public street, unless the City determines that such access is unnecessary for maintenance of the park area or use of the park by the residents of the subdivision.

D. Payment of Fees. Whenever fees are imposed pursuant to this section, the following provisions apply.

1. The fee shall be paid prior to the time stated in the conditions of approval for the subdivision. No Certificate of Occupancy shall be issued by the City for a dwelling unit within subdivision conditioned to pay fees pursuant to this section unless and until the fee for that dwelling unit has been paid.

2. The fee shall be based on the fair market value of the land which would otherwise be required to be dedicated, as determined by the City Council. The City Council may, by resolution, determine a fixed fair market value that will apply to all fee calculations pursuant to this section. The fee shall be calculated by multiplying the product of the calculation stated in paragraph C.4 above by the fair market value of one acre of land.

3. Whenever fees are paid pursuant to this section, the City shall deposit them into a separate fund.

E. Credits. A developer may receive a credit against dedication or fee requirements as follows.

1. A credit may be given against the requirement for the payment of fees or the dedication of land required by this section for the reasonable value of park and recreation improvements provided by the developer. The amount of the credit shall be determined prior to the approval or conditional approval of the tentative map. The granting of a credit shall be at the discretion of the City Council and shall be based on an approved set of improvement plans.

2. A credit may be given where private areas for park and recreational purposes are provided in a subdivision and such areas are for active recreational uses, and will be privately owned and maintained in common by the future owner(s) of the development. Such areas may be credited against up to 50% of the requirement of land dedication or fees at the discretion of the City Council; provided that the City Council determines that it is in the public interest to grant such credits and that all of the following standards either have been or will be met prior to approval of the final map or development permit:

a. That yards, court areas, setbacks, and other open space areas, required to be maintained by Title 17 of this Code, the building code and other regulations, shall not be included in the computation of such private areas;

b. Evidence is provided that the private ownership and maintenance of the area will be adequately provided for by recorded written agreement, covenants or

restrictions; and that the use of the private area is restricted for park and recreational purposes by an open space easement or other instrument; and

c. That the proposed private area is reasonably adaptable for use of park or recreational purposes, taking into consideration such factors as size, shape, topography, geology, access and location.

3. "Active recreational uses" means, for the purposes of this paragraph E, recreation facilities occurring on usable level land (five percent maximum slope) in a planned development which are designed to provide individual or group activities of an active nature including, but not limited to, open lawn, sports fields, court games, swimming pools, children's play areas, picnic areas, golf courses, and recreational community gardening. Active recreational uses do not include natural open space, nature study areas, open space for buffer areas, steep slopes, or scenic overlooks.

F. Use of Land and Fees.

1. The City shall develop a schedule specifying how, when, and where it will use the land or fees, or both, to develop park or recreational facilities.

2. All fees collected by the City may be used only for the purpose of developing new or rehabilitating existing park and recreational facilities to serve the subdivision. Notwithstanding the foregoing, fees may be used for the purpose of developing new or rehabilitating existing park or recreational facilities in a neighborhood other than the neighborhood in which the subdivision is located, if all of the following requirements are met:

a. The neighborhood in which the fees are to be expended has fewer than three acres of park area per 1,000 members of the neighborhood population.

b. The neighborhood in which the subdivision for which the fees were paid has a park area per 1,000 members of the neighborhood population ratio that meets or exceeds three acres per 1,000 persons.

c. The legislative body holds a public hearing before using the fees pursuant to this paragraph.

d. The legislative body makes a finding supported by substantial evidence that it is reasonably foreseeable that future inhabitants of the subdivision for which the fee is imposed will use the proposed park and recreational facilities in the neighborhood where the fees are used.

e. The fees are used within a specified radius that complies with the city's or county's ordinance adopted pursuant to subdivision (a), and are consistent with the adopted general plan or specific plan of the city or county. For purposes of this clause, "specified radius" includes a planning area, zone of influence, or other geographic region designated by the city or county, that otherwise meets the requirements of this section.

3. All fees collected pursuant to this section shall be committed by the City for a specific project within five years of receipt of the fees or five years after the issuance of building permits on one-half of the lots created by the subdivision, whichever occurs later. If the fees are not so committed, the fees received shall be distributed to the then record owners of the subdivision in the same proportion that the size of their lot bears to the total area of all lots in the subdivision.

G. Subsequent Subdivisions. Whenever subsequent development occurs on property for which fees have been paid or land dedicated, no additional fees or dedications shall be required except as to any additional lots or dwelling units which were not subject to a prior fee or dedication requirement.”

City of Wildomar Impact Fee Study Report

Final Report: January 22, 2014



Prepared by:



Colgan Consulting Corporation
3323 Watt Avenue # 131
Sacramento, CA 95821

Revision Notes:

Executive Summary revised 12/20/13 (previous version dated 4/30/13)
Chapter 4 revised 12/20/13 (previous version dated 4/30/13)
Chapter 5 revised 12/20/13 (previous version dated 4/30/13)
Chapter 6 revised 12/20/13 (previous version dated 4/30/13)
Chapter 7 revised 12/20/13 (previous version dated 4/30/13)
Chapter 8 revised 12/20/13 (previous version dated 4/30/13)
Chapter 10 revised 12/20/13 (previous version dated 4/30/13)
Chapter 12 revised 12/20/13 (previous version dated 4/30/13)
Executive Summary revised 1/16/14 (previous version dated 12/20/13)
Chapter 6 revised 1/6/14 (previous version dated 12/20/13)
Executive Summary revised 1/22/14 (previous version dated 1/16/14)

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Executive Summary

The City of Wildomar retained Colgan Consulting Corporation to prepare this impact fee study update to analyze the impact of future development on certain capital facilities and to calculate impact fees based on that analysis. The methods used to calculate impact fees in this study are intended to satisfy all legal requirements of the U. S. Constitution, the California Constitution, the California Mitigation Fee Act (Government Code §§ 66000 *et seq.*) , and where applicable, the Quimby Act (Government Code § 66477) .

Organization of the Report

Chapter 1 of this report provides an overview of impact fees. It discusses legal requirements for establishing and imposing such fees, as well as methods used in this study to calculate the fees.

Chapter 2 contains information on existing and future development used in this report, and organizes that data in a form that can be used in the impact fee analysis. Projections of future development shown in Chapter 2 are based on a GIS analysis of General Plan land use designations for undeveloped land in the study area, which is the area within the existing City limits.

Chapters 3 through 12 show the impact fee calculations for specific facility types. The type of facilities addressed in each of those chapters is indicated below:

Chapter 3. Street and Intersections	Chapter 8. City Hall
Chapter 4. Police Facilities	Chapter 9. Animal Shelter
Chapter 5. Fire Protection Facilities	Chapter 10. Corporation Yard
Chapter 6. Parks	Chapter 11. Drainage Improvements
Chapter 7. Community Centers	Chapter 12. Multi-Purpose Trails

Each of the impact fee chapters documents the data and methodology used to calculate impact fees for a particular type of facility, as well as the nexus between development and the need for the facilities to be paid-for by the impact fees.

Chapter 13 discusses implementation of the impact fee program, including legal requirements for enacting and implementing the impact fee program under California law.

Future Development

Forecasts of future development for this study are intended to represent all additional development potential for undeveloped land in the City under the current General

Plan. When Wildomar incorporated in 2008, the City adopted the Riverside County General Plan as it applies to the area within the City.

Using data from the Land Use Element of the General Plan, Chapter 2 of this report forecasts that full buildout of undeveloped land in the City would result in increases of 60% in population, 129% in total vehicle trips, and 226% in employment from current levels in the City. Those figures provide some perspective on the need for future investment by the City in additional capital facilities and infrastructure to support future development.

Another way of looking at those numbers is that current development represents about 63% of projected buildout population, 44% of buildout vehicle trips, and 31% of buildout employment.

Impact Fee Analysis

Each type of facility addressed in this report is analyzed in a separate chapter. In each case, the relationship between development and the need for facilities is quantified in a way that allows the impact of development on facility needs to be measured. Impact fees calculated in this report are based on the capital cost of facilities needed to serve future development.

Impact fees calculated in this study are summarized in Table ES.1 on page ES-8 of this Executive Summary. The following paragraphs briefly discuss factors considered in the fee calculations for each facility type.

Street and Intersection Improvements. Street and intersection improvement projects needed to support future development were identified by the Wildomar Public Works Department based on the Circulation Element of the General Plan. Improvements designated for funding by the Western Riverside County Council of Government (WRCOG) Transportation Uniform Mitigation Fee (TUMF) are excluded from the impact fee calculations.

The City has determined that there are no existing deficiencies in the portion of the street system to be funded by the City's impact fees, so all of the arterial street and intersection improvements shown in this report are needed to serve future development.

Only a portion of the cost of future street improvements is covered by impact fees. On all arterial streets covered by the impact fee program, the two lanes adjacent to the center of the street will be treated as required project improvements which are necessary to provide access to abutting properties. That means developers of properties fronting on such streets will be required to provide those improvements as a condition of project approval. The cost of additional lanes, as well as frontage improvements (e.g., curb, gutter, and sidewalk), will be covered by the impact fees.

Costs for future street and intersection improvements are allocated to future development based on the number of trips added by each type of development. Then, costs allocated to Public and Institutional development are reallocated to residential development. Those costs are reallocated because the City cannot collect impact fees from most of the development in the Public/Institutional category. Since development in that category (e.g., public schools) largely serves residential development, it is reasonable to reallocate those costs to residential development.

Eligible improvement costs for each development type are divided by the additional vehicle trips generated by that development types to establish a cost per trip. Then the cost per trip is multiplied by the number of trips per unit for each type of development to arrive at a fee per unit. The proposed impact fees for street and intersection improvements are shown in Table ES.1 on page ES-8.

Police Facilities. Impact fees for police facilities address the need for future space in those facilities to serve new development. This report estimates the amount of space in the Riverside County Sheriff's Department Lake Elsinore Station currently devoted to serving Wildomar, and calculates the cost of future space needed to maintain the current ratio of facility space to service population through buildout.

Service population is used as a measure of the demand for law enforcement services, as well as several other types of services provided by the City. Service population combines resident population and employees and (See Chapter 2 for a more detailed discussion of service population.)

Costs for future police facilities are allocated to future development based on the service population added by each type of development. Next, costs allocated to Public and Institutional development are reallocated to residential development, as discussed in the previous paragraph. Then the share of costs allocated to each type of development is divided by the service population associated with that type of development to derive a cost per capita.

Finally, the cost per capita is multiplied by the number of residents or employees per unit for each type of development to determine the impact fee per unit for that type of development. The proposed police impact fees are shown in Table ES.1 on page ES-8.

Fire Protection Facilities. Impact fees for fire protection facilities are based on the cost of one additional fire station in the City, plus the cost of one new Type I fire engine. The City has one existing fire station, and the Riverside County Fire Department has determined that one additional fire station will be needed to serve the City at buildout.

Because the existing service population and the service population associated with future development are roughly equal, it is reasonable to assign the entire cost of the new fire station and fire engine to future development in the impact fee analysis.

As with the Police impact fees, costs for future fire protection facilities are allocated to future development based on the amount of service population added by each type of development. Next, costs allocated to Public and Institutional development are reallocated to residential development, as discussed previously. Then the share of cost allocated to each type of development is divided by the service population associated with that type of development to derive a cost per capita.

Finally, the cost per capita is multiplied by the number of residents or employees per unit for each type of development to determine the impact fee per unit for that type of development. The proposed fire impact fees are shown in Table ES.1 on page ES-8.

Park Impact Fees. This report calculates park impact fees for residential development not involving a subdivision. Those fees are calculated using the same standards prescribed by the Quimby Act for fees in lieu of park land dedication for residential subdivisions. The basic standard for determining the dedication or in-lieu fee requirement is 3.0 acres of park land per thousand new residents. That standard applies, even if, as is the case in Wildomar, the existing ratio of park land to population is less than 3.0 acres per thousand.

To calculate park impact fees per unit of development, the estimated per-acre cost of acquiring park land is divided by 1,000, and the result is multiplied by the population per unit for each type of residential development. Park impact fees apply only to residential development not involving a subdivision.

The park impact fees also contain a small component intended to pay for the cost of a park master plan to guide the expenditure of the fees. The proposed park impact fees are shown in Table ES.1 on page ES-8.

Community Centers. Fees calculated in this study for community center facilities are based on a level of service standard of 0.4 square feet per resident, which means a facility of 20,745 square feet would be needed to serve the entire City at buildout. The estimated cost of that facility, in current dollars, is \$7.9 million.

Because the City has no existing community centers, the proposed facility would serve both existing and future development. Consequently, impact fees paid by future development would cover only about \$2.9 million of the total cost. The remaining \$5 million would have to be funded from other sources of revenue.

To calculate impact fees for community centers, the total cost of the facility is divided by the expected population of the City at buildout to derive a cost per capita. Then the cost per capita is multiplied by the population per dwelling unit for each type of residential development to determine the impact fee per unit. The impact fees for community centers would apply only to residential development. The proposed impact fees are shown in Table ES.1 on page ES-8.

City Hall. Fees calculated in this study for a future City Hall are based on a level of service standard of 0.25 square feet per capita of service population, which means a facility of about 20,400 square feet would be needed to serve the entire City at buildout. The estimated cost of that facility, in current dollars, is approximately \$9.1 million.

Because Wildomar has no existing City-owned City Hall, the proposed facility would serve both existing and future development. Consequently, impact fees paid by future development would cover only about \$4.5 million of the total cost. The remaining \$4.6 million would have to be funded from other sources of revenue.

To calculate impact fees for City Hall, the total cost of the facility is divided by the expected service population of the City at buildout to derive a cost per capita. Then the cost per capita is multiplied by the service population per unit of development for each type of development to determine the impact fee per unit. The proposed City Hall impact fees are shown in Table ES.1 on page ES.8.

Animal Shelter. Impact fees for the Animal Shelter are calculated so that they cover new development's share of Wildomar's share of the capital cost of the regional animal shelter. Wildomar's share of the capital cost is calculated in this report as the present value of the City's past and future principal and interest payments on the debt issued by the joint powers authority to fund construction of the animal shelter.

That method incorporates financing costs into the impact fees and shows Wildomar's total cost to be \$4.2 million. New development's share of that cost is slightly less than \$1.6 million. Part of the cost of the animal shelter has already been repaid. The estimated present value of future debt service to be funded from other sources of revenue is almost \$2 million.

The animal shelter is assumed to meet the City's needs to buildout and will serve both existing and future development. This study assumes that the need for the animal shelter is created by residential development only, so the City's cost is divided by the buildout population to establish a cost per capita. Then the cost per capita is multiplied by the population per dwelling unit for each type of residential development to determine the impact fee per unit. The proposed impact fees are shown in Table ES.1 on page ES-8.

Corporation Yard. Fees calculated in this study for a future corporation yard are based on cost estimates for a very basic facility to support the City's maintenance activities and provide for material storage. The components of that facility are shown in Chapter 10. The estimated cost of that facility, in current dollars, is \$1.9 million.

Because Wildomar has no existing corporation yard, the proposed facility would serve both existing and future development. Impact fees paid by future development would cover \$930,000. The remaining cost would have to be funded from other sources of revenue.

As with the some other types of impact fees discussed above, new development's share of the cost of the corporation yard is allocated to future development based on the amount of service population added by each type of development. Next, costs allocated to Public and Institutional development are reallocated to residential development, as discussed previously. Then the share of cost of allocated to each type of development is divided by the service population associated with that type of development to derive a cost per capita.

Finally, the cost per capita is multiplied by the number of residents or employees per unit for each type of development to determine the impact fee per unit for that type of development. The proposed corporation yard impact fees are shown in Table ES.1 on page ES-8.

Drainage Improvements. Fees calculated in this study for drainage improvements are based on current cost estimates for future drainage improvements, based on three master drainage plans that cover parts of Wildomar.

Drainage impact fees are calculated based on the estimated amount of impervious surface area (ISA) added by each type of development. The addition of impervious surfaces, such as rooftops and paving increases the amount of stormwater runoff that must be accommodated by the drainage system.

For purposes of calculating impact fees for drainage improvements, residential development is broken down into nine separate density categories. That is a more detailed breakdown than is used for other impact fees calculated in this report because residential development on larger lots is likely to add greater amounts of ISA per unit.

The total cost of the drainage improvements is allocated to various categories of development in proportion to the amount of ISA added by each category. Then, as with some other types of impact fees discussed above, the costs attributed to development in the Public Facilities category is reallocated to various categories of residential development. And finally, the costs for each category are divided by the number of units of future development in that category, to arrive at an impact fee per unit.

The proposed drainage impact fees shown in Table ES.1 on page ES-8, do not include a complete breakdown of the fees for residential development. That breakdown is shown in Table 11.4 in Chapter 11.

Multi-Purpose Trails. Fees calculated in this study for multi-purpose trails are based on future development's proportionate share of the estimated cost of planned future trails. The cost of those trail improvements is allocated to various categories of development in proportion to the service population associated with each category.

Then, as with some other types of impact fees discussed above, the costs attributed to development in the Public Facilities category is reallocated to various categories of residential development. And finally, the costs for each category are divided by the number of units of development in that category at buildout, to arrive at an impact fee per unit. The proposed impact fees for multi-purpose trails are shown in Table ES.1 on the next page.

The total cost of planned future trails is estimated at \$17.8 million, and future development's share is \$8.8 million. Future trail development costs not covered by impact fees would be approximately \$9 million.

Recovery of Study Costs

As discussed in Chapter 13, Colgan Consulting recommends that agencies charging impact fees increase the fees by a small percentage to recover the cost fee administration and periodic impact fee studies fee.

One method that can be used for allocating the cost of fee study updates to impact fees is to divide those costs by the amount of revenue that will be generated by impact fees in a certain period. Normally, we would recommend a five-year time frame. However, in light of uncertainty regarding the timing of an economic recovery, and the possibility that development may be unusually slow over the next five years, we believe that approach needs to be modified to take a longer view.

This report projects the total revenue that will be collected through buildout of the City, assuming that: (1) development occurs as anticipated in the current general plan; and, (2) the impact fees are adjusted annually to keep pace with changes in the costs underlying the impact fee calculations. That projected revenue is \$104,877,995 in current dollars (see Table ES-3).

The City anticipates that buildout will occur within approximately 20 years, and the impact fees will need to be recalculated about every five years. So over that period of time, the City would have to pay for three impact fee studies, in addition to this one. The estimated cost of those studies is \$180,000. In addition annual administration costs estimated at \$16,000 would total \$320,000.

Using those assumptions, it is possible to calculate the City's average percentage cost of impact fee studies over the next 20 years. The total cost over the next 20 years would be \$500,000 in current dollars

Dividing \$500,000 by total current dollar revenue of \$104,877,995 equals 0.0048, so the fees calculated in this study would have to be increased by 0.48% to recover the cost of impact fee administration and impact fee studies over the next 20 years. Table ES.1, below, shows an administrative cost adjustment, based on that factor.

Impact Fee Summary

Table ES.1 summarizes the impact fees calculated in this report. Fees shown in Table ES.1 are for one unit of development by development type. The study cost adjustment shown at the bottom of the table is the amount by which the fees are increased to cover the cost of fee administration and future impact fee studies.

Table ES-1: Summary of Impact Fees Calculated in This Study

Impact Fee Type	Residential Single-Family	Residential Multi-Family	Commercial	Office	Industrial/Business Park
Development Units>>	DU ¹	DU ¹	KSF ¹	KSF ¹	KSF ¹
Streets/Intersections	\$ 2,356.50	\$ 1,654.72	\$ 7,213.80	\$ 2,055.78	\$ 835.27
Police Facilities	\$ 226.09	\$ 160.45	\$ 151.80	\$ 195.45	\$ 87.30
Fire Protection	\$ 437.80	\$ 310.70	\$ 293.94	\$ 378.46	\$ 169.05
Parks	\$593.91	\$421.48	\$ 0.00	\$ 0.00	\$ 0.00
Community Centers	\$ 472.17	\$ 335.09	\$ 0.00	\$ 0.00	\$ 0.00
Animal Shelter	\$ 249.15	\$ 176.82	\$ 0.00	\$ 0.00	\$ 0.00
City Hall	\$ 382.42	\$ 271.39	\$ 256.75	\$ 330.59	\$ 147.66
Corporation Yard	\$ 79.45	\$ 56.38	\$ 53.34	\$ 68.68	\$ 30.68
Drainage ²	\$ 1,373.79	\$ 863.52	\$ 1,274.81	\$ 1,062.76	\$ 910.61
Multi-Purpose Trails	\$ 750.28	\$ 532.46	\$ 503.74	\$ 648.59	\$ 289.70
Total Fees	\$ 6,921.56	\$ 4,783.02	\$ 9,748.18	\$ 4,740.31	\$ 2,470.27
Admin Cost Adjustment ³	\$ 33.00	\$ 22.80	\$ 46.47	\$ 22.60	\$ 11.78
Adjusted Total Fees	\$ 6,954.56	\$ 4,805.82	\$ 9,794.65	\$ 4,762.91	\$ 2,482.05

¹ DU = dwelling unit; KSF = 1,000 gross square feet of building area

² 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

³ Adjustment for administration and study costs = total fees X 0.0048

Table ES.2 on the next page shows the City's existing impact fees. Because of some differences in fee structure, some of the proposed fees cannot be compared directly with existing fees.

Table ES-2: Summary of Existing Impact Fees ¹

Impact Fee Type	Residential Single-Family	Residential Multi-Family	Commercial	Industrial
Development Units>>	DU ²	DU ²	KSF ^{2,3}	KSF ^{2,3}
Streets/Signals	\$ 969.00	\$ 812.00	\$ 827.82	\$ 389.90
Police Facilities	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fire Protection	\$ 705.00	\$ 590.00	\$ 448.03	\$ 133.44
Regional Parks	\$ 563.00	\$ 472.00	\$ 232.23	\$ 61.77
Community Centers	\$ 65.00	\$ 55.00	\$ 0.00	\$ 0.00
Public Facilities ⁴	\$ 1,207.00	\$ 1,011.00	\$ 474.10	\$ 139.15
Regional MP Trails	\$ 316.00	\$ 264.00	\$ 116.25	\$ 34.62
Library Books	\$ 341.00	\$ 286.00	\$ 0.00	\$ 0.00
Drainage	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fee Program Admin	\$ 55.00	\$ 46.00	\$ 20.94	\$ 6.43
Total	\$ 4,221.00	\$ 3,536.00	\$ 2,098.44	\$ 758.89

¹ Existing impact fees based on current Riverside County impact fees updated in 2006

² DU = dwelling unit; KSF = 1,000 gross square feet of building area

³ Existing non-residential fees have been converted from acres to KSF

⁴ Public facilities includes the animal shelter

Table ES.3 shows the projected revenue to buildout for each type of impact fee calculated in this report. It also shows the cost that will not be covered by impact fees.

Table ES-3: Summary of Projected Revenue

Impact Fee Type	Projected Revenue ¹	Cost Not Covered by Impact Fees ²
Streets/Intersections	\$ 54,758,792	\$ 0
Police Facilities	\$ 2,647,301	\$ 0
Fire Protection	\$ 5,126,209	\$ 0
Parks	\$ 3,707,624	\$ 0
Community Centers	\$ 2,947,637	\$ 4,951,815
Animal Shelter	\$ 1,555,383	\$ 1,974,174
City Hall	\$ 4,477,698	\$ 4,619,595
Corporation Yard	\$ 930,268	\$ 959,755
Drainage	\$ 19,942,710	\$ 0
Multi-purpose Trails	\$ 8,785,008	\$ 9,062,952
	\$ 104,878,630	\$ 21,568,292

¹ Projected revenue to buildout from Chapters 3 through 12

² Additional capital needed to fund costs not covered by the impact fees

Chapter 1

Introduction

The City of Wildomar has retained Colgan Consulting Corporation to prepare this study to analyze the impacts of development on the City's capital facilities needs, and to calculate development impact fees based on that analysis. Upon incorporation in 2008, the City adopted the Riverside County impact fees that were in place at that time. Those fees are still in effect. This study is the first impact fee study prepared specifically for the City of Wildomar.

The methods used to calculate impact fees in this study are intended to satisfy all legal requirements governing such fees, including provisions of the U. S. Constitution, the California Constitution, the California Mitigation Fee Act (Government Code Sections 66000 *et seq.*) and, where applicable, the Quimby Act (Government Code Section 66477).

Legal Framework

This brief summary of the legal framework for development impact fees is intended as a general overview. It was not prepared by an attorney, and should not be treated as a legal opinion.

U. S. Constitution. Like all land use regulations, development exactions, including impact fees, are subject to the Fifth Amendment prohibition on taking of private property for public use without just compensation. Both state and federal courts have recognized the imposition of impact fees on development as a legitimate form of land use regulation, provided the fees meet standards intended to protect against "regulatory takings." A regulatory taking occurs when regulations unreasonably deprive landowners of property rights protected by the Constitution.

To comply with the Fifth Amendment, development regulations must be shown to substantially advance a legitimate governmental interest, and must not deprive the owner of all economically viable use of the property. In the case of impact fees, the government's interest is in protecting public health, safety, and welfare by ensuring that development is not detrimental to the quality and availability of essential public services provided to the community at large.

Impact fees are not subject to the same level of judicial scrutiny as exactions involving the dedication of land or an interest in land, or a fee imposed as a condition of approval on a single development project. In those cases, heightened scrutiny applies, and a higher standard must be met. The U. S. Supreme Court has found that a government agency must demonstrate an "essential nexus" between such exactions and the interest being protected (see *Nollan v. California Coastal Commission*, 1987). The agency must also demonstrate that the exaction imposed is "roughly proportional" to the burden created by development (see *Dolan v. City of Tigard*, 1994).

A local legislative body is accorded considerable discretion by the courts when enacting impact fees that apply to all development projects in its jurisdiction. However, even where heightened scrutiny does not apply, an agency enacting impact fees should take care to demonstrate a nexus and ensure proportionality in the calculation of its fees.

California Constitution. The California Constitution grants broad police power to local governments, including the authority to regulate land use and development. That police power is the source of authority for imposing impact fees on development to pay for infrastructure and capital facilities. Some impact fees have been challenged on grounds that they are special taxes imposed without voter approval in violation of Article XIII A.

However, that objection is valid only if the fees exceed the cost of providing capital facilities needed to serve new development. If that were the case, then the fees would also run afoul of the U. S. Constitution and the Mitigation Fee Act. Articles XIII C and XIII D, added by Proposition 218 in 1996, require voter approval for some “property-related fees,” but exempt the imposition of fees or charges as a condition of property development.

The Mitigation Fee Act. California’s impact fee statute originated in Assembly Bill 1600 during the 1987 session of the Legislature, and took effect in January, 1989. AB 1600 added several sections to the Government Code, beginning with Section 66000. Since that time the impact fee statute has been amended from time to time, and in 1997 was officially titled the “Mitigation Fee Act.” Unless otherwise noted, code sections referenced in this report are from the Government Code.

The Act does not limit the types of capital improvements for which impact fees may be charged. It defines public facilities very broadly to include “public improvements, public services and community amenities.” Although the issue is not specifically addressed in the Mitigation Fee Act, other provisions of the Government Code (see Section 65913.8), as well as case law, prohibit the use of impact fees for maintenance or operating costs. Consequently, the fees calculated in this report are based on capital costs only.

The Mitigation Fee Act does not use the term “mitigation fee” except in its official title. Nor does it use the more common term “impact fee.” The Act simply uses the word “fee,” which is defined as “a monetary exaction, other than a tax or special assessment,...that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project” To avoid confusion with other types of fees, this report uses the widely-accepted term “impact fee,” which should be understood to mean “fee” as defined in the Mitigation Fee Act.

The Mitigation Fee Act contains requirements for establishing, increasing and imposing impact fees. They are summarized below. It also contains provisions that govern the collection and expenditure of fees and require annual reports and periodic re-evaluation

of impact fee programs. Those administrative requirements are discussed in the Implementation Chapter of this report.

Required Findings. Section 66001 requires that an agency establishing, increasing or imposing impact fees, must make findings to:

1. Identify the purpose of the fee;
2. Identify the use of the fee; and,
3. Determine that there is a reasonable relationship between:
 - a. The use of the fee and the development type on which it is imposed;
 - b. The need for the facility and the type of development on which the fee is imposed; and
 - c. The amount of the fee and the facility cost attributable to the development project. (Applies when fees are imposed on a specific project.)

Each of those requirements is discussed in more detail below.

Identifying the Purpose of the Fees. The broad purpose of impact fees is to protect public health, safety and general welfare by providing for adequate public facilities. The specific purpose of the fees calculated in this study is to fund construction of certain capital improvements identified in this report. Those improvements will be needed to mitigate the impacts of planned new development on City facilities, and maintain an acceptable level of public services as the City grows.

Identifying the Use of the Fees. According to Section 66001, if a fee is used to finance public facilities, those facilities must be identified. A capital improvement plan may be used for that purpose, but is not mandatory if the facilities are identified in a General Plan, a Specific Plan, or in other public documents. In this case, we recommend that the City Council adopt this report as the document that identifies the facilities to be funded by the fees.

Reasonable Relationship Requirement. As discussed above, Section 66001 requires that, for fees subject to its provisions, a "reasonable relationship" must be demonstrated between:

1. the use of the fee and the type of development on which it is imposed;
2. the need for a public facility and the type of development on which a fee is imposed; and,
3. the amount of the fee and the facility cost attributable to the development on which the fee is imposed.

These three reasonable relationship requirements as defined in the statute mirror the nexus and proportionality requirements widely considered the standard for constitutionally defensible impact fees. The term “dual rational nexus” is often used to characterize the standard used by courts in evaluating the legitimacy of impact fees.

The “duality” of the nexus refers to (1) an impact or need created by a development project subject to impact fees, and (2) a benefit to the project from the expenditure of the fees. Although proportionality is reasonably implied in the dual rational nexus formulation it was explicitly required by the Supreme Court in the *Dolan* case, and we prefer to list it as the third element of a complete nexus.

Demonstrating an Impact. All new development in a community creates additional demands on some, or all, public facilities provided by local government. If the supply of facilities is not increased to satisfy the additional demand, the quality or availability of public services for the entire community will deteriorate. Impact fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is occasioned by the development project subject to the fees.

The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate impacts created by the development projects upon which they are imposed. In this study, the impact of development on facility needs is analyzed in terms of quantifiable relationships between various types of development and the demand for public facilities, based on applicable level-of-service standards. This report contains all of the information needed to demonstrate this element of the nexus.

Demonstrating a Benefit. A sufficient benefit relationship requires that impact fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Fees must be spent in a timely manner and facilities funded by the fees must serve the development projects paying the fees. Nothing in the U.S. Constitution or California law requires that facilities paid for with impact fee revenues be available exclusively to developments paying the fees.

Procedures for earmarking and expenditure of fee revenues are mandated by the Mitigation Fee Act, as are procedures to ensure that the fees are expended expeditiously or refunded. Those requirements are intended to ensure that developments benefit from the impact fees they are required to pay. Thus, an adequate showing of benefit must address procedural as well as substantive issues.

Demonstrating Proportionality. Proportionality in impact fees depends on properly identifying development-related facility costs and calculating the fees in such a way that the impact of development is reflected in the allocation of those costs. In calculating impact fees, costs for development-related facilities must be allocated in proportion to the facility needs created by different types and quantities of development. The section on impact fee methodology, below, describes methods used to allocate facility costs and calculate impact fees that meet the proportionality standard.

Impact Fees for Existing Facilities (Recoupment Fees). It is important to note that impact fees may be used to pay for existing facilities, provided that those facilities are needed to serve additional development and have the capacity to do so, given relevant level-of-service standards. In other words, it must be possible to show that the fees meet the need and benefit elements of the nexus.

Development Agreements and Reimbursement Agreements. The requirements of the Mitigation Fee Act do not apply to fees collected under development agreements (see Govt. Code § 66000) or reimbursement agreements (see Govt. Code § 66003). The same is true of fees in lieu of park land dedication imposed under the Quimby Act (see Govt. Code § 66477).

Existing Deficiencies. In 2006, Section 66001(g) was added to the Mitigation Fee Act (by AB 2751) to prohibit impact fees from including costs attributable to existing deficiencies in public facilities. The legislature's intent in adopting this amendment, as stated in the bill, was to codify the Holdings of *Bixel v. City of Los Angeles* (1989), *Rohn v. City of Visalia* (1989), and *Shapell Industries Inc. v. Governing Board* (1991). That amendment does not appear to be a substantive change. It is widely understood that other provisions of law make it improper for impact fees to include costs for correcting existing deficiencies.

Impact Fee Calculation Methodology

Any one of several legitimate methods may be used to calculate impact fees. The choice of a particular method depends primarily on the service characteristics and planning requirements for the facility type being addressed. Each method has advantages and disadvantages in a particular situation. To some extent they are interchangeable, because they all allocate facility costs in proportion to the needs created by development.

Reduced to its simplest terms, the process of calculating impact fees involves two steps: determining the cost of development-related capital improvements, and allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many factors involved in defining the relationship between development and the need for facilities.

Allocating facility costs to various types and amounts of development is central to all methods of impact fee calculation. Costs are allocated by means of formulas that quantify the relationship between development and the need for facilities. In a cost allocation formula, the impact of development is measured by a "demand variable," which is an attribute of development that represents the facility needs created by different types and amounts of development. Different variables are used in analyzing different types of facilities. Specific demand variables used in this study are discussed in more detail in subsequent chapters.

The following paragraphs discuss three general approaches to calculating impact fees and how they can be applied.

Plan-Based or Improvements-Driven Method. Plan-based impact fee calculations are based on the relationship between a specified set of improvements and a specified increment of development. The improvements are typically identified by a facility plan, while the development is identified by a land use plan that identifies potential development by type and quantity.

With the plan-based approach, facility costs are allocated to various categories of development in proportion to the amount of development and the relative intensity of demand in each category. To calculate impact fees using this approach, it is necessary to define an end point or “buildout” condition for development, and to determine what facilities will be needed to serve the additional development that occurs from the time of the analysis to buildout. Buildout is a hypothetical condition in which undeveloped land encompassed by the study has been developed to its expected intensity.

Under this approach, the total cost of eligible facilities is divided by the total units of additional demand (based on the demand variable) to calculate a cost per unit of demand. Then, the cost per unit of demand is multiplied by the units of demand per unit of development (e.g., dwelling units or square feet of building area) in each category to arrive at a cost per unit of development. This method is somewhat inflexible in that it is based on the relationship between a particular facility plan and a particular land use plan. If either plan changes significantly, the fees should be recalculated.

Capacity-Based or Consumption-Driven Method. This method calculates a cost per unit of capacity based on the relationship between total cost and total capacity of a system. It can be applied to any type of development, provided the capacity required to serve each increment of development can be estimated and the facility has adequate capacity available to serve the development. Since the fee calculation does not depend on the type or quantity of development to be served, this method is flexible with respect to changing development plans.

Under this method, the cost of unused capacity is not allocated to development. Capacity-based fees are most commonly used for water and wastewater systems, where the cost of a system component is divided by the capacity of that component to derive a unit cost. To produce a schedule of impact fees based on standardized units of development (e.g. dwelling units or square feet of non-residential building area), the cost per unit of capacity is multiplied by the amount of capacity required to serve a typical unit of development in each of several land use categories.

Standard-Based or Incremental Expansion Method. Standard-based fees are calculated using a specified relationship or standard that determines the number of demand units to be provided for each unit of development. The standard can be established as a matter of policy or it can be based on the level of service being provided to existing devel-

opment in the study area. Using the standard-based method, costs are defined on a generic unit-cost basis and then applied to development according to a standard that sets the amount of service or capacity to be provided for each unit of development.

The standard-based method is useful where facility needs are defined directly by a service standard, and where unit costs can be determined without reference to the total size or capacity of a facility or system. Parks fit that description. It is common for cities or counties to establish a service standard for parks in terms of acres per thousand residents. In addition, the cost per acre for parks can usually be estimated without knowing the size of a particular park or the total acreage of parks in the system.

This approach is also useful for facilities such as libraries, where it is possible to estimate a generic cost per square foot before a building is actually designed. One advantage of the standard-based method is that a fee can be established without committing to a particular size of facility, and facility size can be adjusted based on the amount of development that actually occurs.

Facilities Addressed by this Study

Impact fees for the following types of facilities are addressed in this report:

- Street and Intersection Improvements
- Police Facilities
- Fire Protection Facilities and Equipment
- Park Land and Improvements
- Community Centers
- City Hall
- Corporation Yard
- Animal Shelter
- Drainage Improvements
- Multi-purpose Trails

The impact fee analysis for each facility type is presented in a separate chapter of this report, beginning with Chapter 3. The next chapter, Chapter 2, contains data on development and service demand in the study area.

Chapter 2

Land Use and Development Data

Both existing and planned development must be addressed as part of the analysis required to support the calculation of impact fees. This chapter of the report organizes and correlates information on existing and planned development to provide a framework for the impact fee analysis contained in subsequent chapters of the report.

The information in this chapter forms a basis for establishing levels of service, analyzing facility needs, and allocating the cost of capital facilities between existing and future development and among various types of new development.

Data on existing and future development in Wildomar are based on GIS analysis of Riverside County Assessor's parcel data files, which include land use designations from the City's General Plan. (Upon incorporation in 2008, Wildomar adopted the land use provisions of the Riverside County General Plan.)

Existing land uses are classified using Assessors land use codes for currently developed properties. Future land uses are classified using General Plan land use designations for undeveloped properties.

Because Wildomar was incorporated so recently, information on the history of growth for the area now within the City is limited and detailed demographic information is not readily available. Some information is available from the 2010 Census, but much detailed Census data was not released in time to be used in this analysis. As a result, certain factors used in the calculation of impact fees (e.g., the number of persons per household for residential development types) must be estimated.

Study Area and Time Frame

The study area for the impact fee analysis is the area within the existing boundaries of the City of Wildomar. The timeframe for this study extends from the present to buildout of all land designated for development within the study area.

The term "buildout" is used to describe a hypothetical condition in which all currently undeveloped land in the study area has been developed as indicated in the Land Use Element of the General Plan, including the General Plan Land Use Map.

The time required for buildout will depend on the rate at which development occurs. However, the rate of development does not enter into the impact fee analysis. For purposes of calculating administrative costs in the Executive Summary, this study uses a 20-year buildout period.

Development Types

The development types used in this study are listed below.

- Single-Family Residential
- Multi-Family Residential
- Commercial
- Office
- Industrial/Business Park
- Public Facilities

Single-Family Residential. In this report, the Single-family Residential development type includes conventional detached units and mobile/manufactured homes on individual lots. (Almost one-third of Wildomar's existing dwellings are manufactured units.) Future development in this category includes residential development at densities up to and including medium-high density (5-8 units per acre).

Multi-Family Residential. The Multi-family Residential development type includes all attached residential. Future development in this category includes residential development at densities greater than eight units per acre, including residential development in the Mixed Use Planning Area (MUPA).

Commercial. The Commercial development type includes all types of commercial development except office development. Future development in this category includes any development in areas designated for Commercial Retail uses, as well as non-residential development in the Mixed Use Planning Area (MUPA).

Office. The Office development type includes development in areas designated for Commercial Office uses.

Industrial/Business Park. The Industrial/Business Park development type includes light industrial, warehousing, and business park development. Future development in this category includes any development in areas designated for Light Industrial and Business Park uses. To estimate vehicle trip generation from future development in this category, this study assumes a mix of 50% light industrial and 50% business park uses.

Public Facilities. The public facilities category includes government facilities, schools, hospitals and similar public or quasi-public uses. Parks and open space are not included in this category because they create little or no demand for the facilities addressed in this report.

Units of Development

In this study, quantities of existing and planned development are measured in terms of certain units of development. Those units are discussed below.

Acreage. Land area is a fundamental attribute of all types of development. Gross acreage, representing the acreage of a development site before street right-of-way is dedicated, is used in this study as a measure of land area for all development types.

Dwelling Units. The dwelling unit (DU) is the most commonly used measure of residential development, and is the standard unit for residential development in this study.

Building Area. For private non-residential development, gross building area in thousands of square feet (KSF) is used as the standard unit of development.

The relationship between acreage and the other units of development discussed above can be defined as follow:

Residential Density. The relationship between dwelling units and acreage is referred to as “density,” and is defined by the average number of dwelling units per acre for a particular type of residential development. The inverse of density is acres per dwelling unit. For example, single family residential development might have a density of 4.0 dwelling units per acre, which equates to 0.25 acres per dwelling unit.

Floor Area Ratio. Floor area ratio (FAR) is a factor that represents the relationship between building area and site area for non-residential development. For example, a FAR of 0.25 : 1 (commonly expressed 0.25) indicates that building floor area equals 25% of site area. Translated into square feet, for a floor area ratio of 0.25, each acre (43,560 square feet) of site area would convert to 10,890 (43,560 x 0.25) square feet or 10.89 KSF of building area.

Demand Variables

In calculating impact fees, the relationship between facility needs and development must be quantified in cost allocation formulas. Certain measurable attributes of development (e.g., population, vehicle trip generation) are used in those formulas to reflect the impact of different types and amounts of development on the demand for specific public services and the facilities that support those services.

Those attributes are referred to in this study as “demand variables.” Demand variables are selected either because they directly measure service demand created by various types of development, or because they are reasonably correlated with that demand.

For example, the service standard for parks in a community is typically defined as a ratio of park acreage to population. As population grows, more parks are needed to

maintain the desired standard. Logically, then, population is an appropriate yardstick or demand variable for measuring the impacts of development on the need for additional parks.

Similarly, the need for capacity in a street system depends on the volume of traffic the system must handle. Thus the vehicle trip generation rate (the number of vehicle trips generated by each unit of development per day) is an appropriate demand variable to represent the impact of development on the street system.

Each demand variable has a specific value per unit of development for each type of development. Those values may be referred to as *demand factors*. For example, according to the Institute of Transportation Engineers (ITE) trip generation manual, a single-family detached dwelling unit generates an average of 9.57 vehicle trips each weekday.

On that basis, the traffic impact factor for single-family residential development is 9.57 trips per day per dwelling unit. Other land use categories have different impact factors. Some of the impact factors used in this study are based on widely-accepted standards (e.g., trip generation rates), while others are based on local conditions (e.g., population per dwelling unit).

Specific demand variables used in this study are discussed below. The values of demand factors used in this report are shown in Table 2.1 on page 2-5.

Resident Population. Resident population is used as a demand variable to calculate impact fees for facilities like parks that are intended to serve residents of the City. Resident population is tied to residential development, so this variable attributes no demand to non-residential development. Where the term “population” is used alone in this report, it refers to resident population. (See the discussion of service population, below.)

Service Population. The impact of development on some facilities addressed in this study is measured using “service population.” Service population is a composite variable consisting of both residents and employees. Residents are included to reflect demand created by residential development. Employees of businesses in the City are included to reflect service demand created by non-residential development in general, not just the demand created by the employees themselves.

The use of service population in this report is similar to its use in the 2006 Riverside County Impact Fee Study on which Wildomar’s current impact fees are based. However, the relative weights applied to components of service population in this study differ from the weights used in the Riverside County study.

Vehicle Trips. The impact of development on a City’s street and highway system is often measured by the number of average daily vehicle trips (ADT) generated by devel-

opment. In this study, ADT is used to measure the impact of development on the City's street system, including roadways, intersections, bridges and traffic signals.

The trip generation rates used in this study are the same rates used in a 2010 study to update Riverside County's impact fees. As this is being written, the fees calculated in the 2010 update have not yet been adopted.

The ADT rates for residential development are taken directly from the Institute of Transportation Engineers (ITE) publication, *Trip Generation*, 7th edition. The ADT rates used for non-residential development are based on ITE rates, but have been adjusted by the Riverside County Transportation and Land Use Management Agency to reflect local conditions.

Table 2.1 on the next page shows the value of key factors used in this study.

Table 2.1: Key Factors Used in This Study

Development Type	Dev Units ¹	Fl Area Ratio ²	Avg Units per Acre ³	Svc Pop per Unit ⁴	Trips per Unit ⁵
Residential, Single-Family	DU	N/A	1.41	3.10	9.57
Residential, Multi-Family	DU	N/A	12.00	2.20	6.72
Commercial	KSF	0.25	10.89	2.33	34.95
Office	KSF	0.30	13.07	3.00	9.96
Industrial/Business Park	KSF	0.35	15.25	1.34	4.05
Public/Institutional	KSF	0.30	13.07	2.10	10.46

¹ Units of development: DU = dwelling unit; KSF = 1,000 gross square feet of building area (non-residential development)

² Expected average floor area ratio (FAR) = square feet of building area / square feet of site area based on 2003 Riverside County General Plan EIR

³ Average units of development per acre for future development estimated by Colgan Consulting and the City of Wildomar Planning Department

⁴ Service population includes average resident population per unit for residential development and average employees per unit for non-residential development; population per unit of residential development estimated by Colgan Consulting; employees per unit of non-residential development from the 2003 Riverside County General Plan EIR

⁵ Average daily trips (ADT) per unit of development; residential trip rates published by ITE; non-residential trip rates based on ITE rates with adjustments by the Riverside County Transportation and Land Use Management Agency (TLMA)

Existing and Future Development

Tables 2.2 through 2.4 on the following pages present data on existing and future development in the City of Wildomar. Data from those tables will be used throughout

this report. Table 2.2 on the next page shows data for existing development as of October, 2011.

Table 2.2: City of Wildomar - Existing Development - October 2011

Development Types	Unit Type	Acres ¹	Estimated Units ²	Estimated Svc Pop ³	Estimated ADT ⁴
Residential, Single-Family	DU	4,702.88	9,748	30,219	93,288
Residential, Multi-Family	DU	86.80	1,042	2,292	7,002
Subtotal Residential		4,789.68	10,790	32,511	100,290
Commercial	KSF	237.50	2,586	6,025.0	90,381
Office	KSF	2.04	27	81.0	269
Industrial/Business Park	KSF	52.80	805	1,079	3,258
Public/Institutional	KSF	81.15	1,060	2,226	11,088
Subtotal Non-residential		373.49	4,478	9,411	104,996
Total		5,163.17		41,922	205,286

¹ Acres of existing and future development based on analysis of County of Riverside Assessor's parcel data by Colgan Consulting and the City of Wildomar Planning Dept.

² Estimated existing single family residential units based on parcel count; estimated existing multi-family residential units and non-residential units, and all future development based on acres and units per acre from Table 2.1

³ Service population consists of residents (residential development) and employees (non-residential development); estimates based on units and population or employees per unit from Table 2.1

⁴ Estimated average daily vehicle trips (ADT) based on units and ADT per unit from Table 2.1

Table 2.3 presents a forecast of future development in the City, based on acres undeveloped of land designated for certain land uses in the General Plan.

Table 2.3: City of Wildomar - Added Development (October 2011 to Buildout)

Development Types	Unit Type	Acres ¹	Estimated Units ²	Estimated Svc Pop ³	Estimated ADT ⁴
Residential, Single-Family	DU	6,151.79	5,521	17,115	52,836
Residential, Multi-Family	DU	84.75	1,017	2,237	6,834
Subtotal Residential		6,236.54	6,538	19,352	59,670
Commercial	KSF	447.82	4,877	11,363	170,451
Office	KSF	58.79	768	2,304	7,649
Industrial/Business Park	KSF	259.54	3,957	5,302	16,013
Public/Institutional	KSF	84.27	1,101	2,312	11,516
Subtotal Non-residential		850.42	10,703	21,281	205,629
Total		7,086.96		40,633	265,299

Note: see footnotes at Table 2.2

Table 2.4 sums the data from the previous two tables and represents a forecast of total development in the City at buildout.

Table 2.4: City of Wildomar - Total Development at Buildout

Development Types	Unit Type	Acres ¹	Estimated Units ²	Estimated Svc Pop ³	Estimated ADT ⁴
Residential, Single-Family	DU	10,854.67	15,269	47,334	146,124
Residential, Multi-Family	DU	171.55	2,059	4,529	13,836
Subtotal Residential		11,026.22	17,328	51,863	159,960
Commercial	KSF	685.32	7,463	17,388.00	260,832
Office	KSF	60.83	795	2,385.00	7,918
Industrial/Business Park	KSF	312.34	4,762	6,381.00	19,271
Public/Institutional	KSF	165.42	2,161	4,538.00	22,604
Subtotal Non-residential		1,223.91	15,181	30,692	310,625
Total		12,250.13		82,555	470,585

Note: see footnotes at Table 2.2

Growth Potential

The numbers in Tables 2.2, 2.3 and 2.4 indicate that existing residential development in Wildomar represents about 63% of its potential units and buildout population. But the City has achieved only about 31% of its potential for non-residential development as reflected by the number of employees and square feet of non-residential building area. These tables show that overall development as measured by service population and daily vehicle trips are currently at 51% and 44% of buildout levels respectively.

Another way of looking at those numbers is that if development in Wildomar occurs as depicted in this report, the City's population will ultimately increase by 60%, its employment by over 200%, and its total vehicle trips by 125%.

The fees calculated in subsequent chapters are intended to pay for the capital facilities needed to serve the additional demand created by future development forecasted in this chapter.

Chapter 3

Street and Intersection Improvements

This chapter addresses impact fees for street and intersection improvements needed to serve future development in Wildomar. The improvements identified in this chapter are based on the current City of Wildomar General Plan Circulation Element. Projects to be funded by the Western Riverside County Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) are excluded from this analysis. The City has determined that there are no existing deficiencies in the portions of the City's street system that will be funded by impact fees calculated in this chapter.

Service Area

The service area for fees calculated in this chapter is the entire study area defined in Chapter 2. The resulting fees are intended to apply to all future development in the study area.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated by allocating costs for a defined set of improvements to a defined set of land uses that will be served by the improvements. The street and intersection improvement projects identified in this chapter will be needed entirely as a result of future development, so the entire cost of those improvements is allocated to future development in the impact fee calculations.

Demand Variable

In this analysis, the demand for street improvements is measured by average daily vehicle trips (ADT) associated with future development. Future vehicle trips are projected using the trip generation factors in Table 2.1, Chapter 2.

Level of Service

The improvements used in this analysis are based on the level of service standard used in the General Plan Circulation Element. Specifically, the Circulation element provides for Level of Service (LOS) C generally, and allows LOS D only at intersections of any combination of secondary highways, major highways, urban expressways and freeway ramps.

Facility Costs

Table 3.1 on the next page, lists the street improvements, intersection improvements, and bridges or culverts used in calculating impact fees in this chapter.

Table 3.1: Street and Intersection Improvements (Excludes TUMF Projects)

Project	Segment	Estimated Cost ¹
Street Improvements		
Bundy Canyon Rd	Corydon St to Mission Tr	\$ 99,669
Baxter Rd	I-15 NB ramp to Porras Rd	\$ 3,441,316
La Estrella St	Porras Rd to W of Meadow Park Dr	\$ 1,270,952
La Estrella St	E of Crest Meadows Dr to City Limit	\$ 3,184,678
Grand Av	Central St to Clinton Keith Rd	\$ 4,462,761
Orange St	Bundy Canyon Rd to Gruwell St	\$ 4,463,511
Gruwell St	Orange St to Palomar St	\$ 225,181
Monte Vista Dr	Bundy Canyon Rd to Baxter	\$ 4,307,701
Unnamed North-South St	Baxter to La Estrella St	\$ 1,763,410
Porras Rd	Baxter to La Estrella St	\$ 713,865
George Av	La Estrella to Clinton Keith Rd	\$ 1,075,821
Iodine Springs Rd	La Estrella to Clinton Keith Rd	\$ 1,548,491
Inland Valley Dr	Clinton Keith Rd to Prielipp Rd	\$ 671,301
Prielipp Rd	Inland Valley to City Limit	\$ 1,309,758
Subtotal Street Improvements		\$ 28,538,415
Intersections		
Intersection Frontage	Bundy Canyon Rd / Corydon St	\$ 1,482,965
Intersection Frontage	Bundy Canyon Rd / Mission Tr	\$ 1,888,629
Intersection Frontage	Bundy Canyon Rd / Orange St	\$ 1,290,456
Intersection Frontage	Bundy Canyon Rd / Sellers Rd	\$ 1,126,054
Intersection Frontage	Bundy Canyon Rd / Monte Vista Rd	\$ 786,366
Intersection Frontage	Bundy Canyon Rd / Farm Rd	\$ 1,202,780
Intersection Frontage	Bundy Canyon Rd / Sunset Av (1/2)	\$ 503,906
Intersection Frontage	Central Av / Wild Stallion Ln & Cevera Rd	\$ 903,137
Intersection Frontage	Central Av (Baxter) / Monte Vista Rd	\$ 883,787
Intersection Frontage	Clinton Keith Rd / 730' E of Palomar St	\$ 313,459
Intersection Frontage	Clinton Keith Rd / Stable Lanes Rd	\$ 580,971
Intersection Frontage	Clinton Keith Rd / Hidden Springs Rd	\$ 580,971
Intersection Frontage	Clinton Keith Rd / Arya Dr	\$ 222,928
Intersection Frontage	Clinton Keith Rd / George Av	\$ 953,853
Intersection Frontage	Clinton Keith Rd / Inland Valley Dr	\$ 1,630,753
Intersection Frontage	Clinton Keith Rd / Smith Ranch Rd	\$ 313,459
Intersection Frontage	Grand Av / Corydon St	\$ 614,519
Intersection Frontage	Grand Av / Sheila Ln	\$ 349,235
Intersection Frontage	Grand Av / Gruwell St	\$ 606,279
Intersection Frontage	Grand Av / McVicar St	\$ 430,509
Intersection Frontage	Corydon St / Palomar St	\$ 1,397,534
Intersection Frontage	Corydon St / Union Av	\$ 655,844
Intersection Frontage	Mission Tr / Malaga Rd	\$ 472,892
Intersection Frontage	Mission Tr / Canyon Dr	\$ 827,541
Intersection Frontage	Mission Tr / Palomar St	\$ 1,267,472
Intersection Frontage	Mission Tr (Palomar) / Gruwell St	\$ 1,128,990
Intersection Frontage	Mission Tr (Palomar) / McVicar St	\$ 784,952
Subtotal Intersections		\$ 23,200,242
Bridges and Culverts		
La Estrella Street Bridge		\$ 2,012,794
Gruwell St. @Murrieta Creek/Wildomar Channel Bridge Widening		\$ 535,531
Central St. @ Murrieta Creek/Wildomar Channel Bridge Widening		\$ 448,351
Wildomar Creek Culvert Extension @ McVicar		\$ 23,280
Subtotal Bridges and Culverts		\$ 3,019,956
Total		\$ 54,758,613

¹ Detailed cost estimates are available from the City of Wildomar Public Works Department

The street improvements and intersection improvements listed in Table 3.1 include only those improvements beyond the two inside lanes on any roadway. The two inside travel lanes across the street frontage of any development project will be considered project improvements necessary for access to the development, and therefore will be the direct responsibility of abutting developers on either side of the street.

Any additional street improvements beyond the two inside travel lanes, including additional lanes, frontage improvements, bridge widening and culvert extensions are covered by the impact fees calculated in this chapter. The cost of those improvements will be shared by all future development through the impact fees.

Intersection improvements are also split between those associated with a two-lane street and those needed for the full development of the street section as indicated in the Circulation Element. Intersection improvements in excess of those required for two-lane streets are also covered by the impact fees calculated in this chapter.

Allocation of Costs

In Table 3.2, the initial allocation of street and intersection improvement costs to future development by development type is based on the share of new vehicle trips associated with each type of development. However, the costs allocated to the Public/Institutional development category, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained on the next page.

Table 3.2: Allocation of Costs - Street and Intersection Improvements

Development Type	Dev Units ¹	Share of New Trips ²	Share of Cost ³	Realloc P/I Cost ⁴	Final Allocation ⁵
Residential, Single-Family	DU	19.9%	\$ 10,905,530	\$ 2,104,711	\$ 13,010,240
Residential, Multi-Family	DU	2.6%	\$ 1,410,561	\$ 272,231	\$ 1,682,792
Commercial	KSF	64.2%	\$ 35,181,664		\$ 35,181,664
Office	KSF	2.9%	\$ 1,578,780		\$ 1,578,780
Industrial/Business Park	KSF	6.0%	\$ 3,305,137		\$ 3,305,137
Public/Institutional	KSF	4.3%	\$ 2,376,941	\$ (2,376,941)	\$ 0
Totals		100.0%	\$ 54,758,613	\$ 0	\$ 54,758,613

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² New vehicle trips by development type as a percentage of total new vehicle trips; percentages based on data from Table 2.3

³ Share of improvement cost = total improvement cost from Table 3.1 X share of new trips

⁴ Reallocated Public/Institutional costs; see discussion in text

⁵ Final allocation = share of cost + reallocated Public/Institutional cost

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 3.2, to single family and multi-family residential development, based on their relative shares of trip generation. The reallocated costs are used to calculate the impact fees. The effect is to increase the impact fees for residential development by about 19%.

Impact Fees per Unit of Development

The calculation of impact fees per unit of development by development type is shown in Table 3.3. Costs allocated to each type of development in Table 3.2 are divided by the added trips by development type to calculate a cost per trip. Then the cost per trip is multiplied by the trips per unit of development to arrive at a fee per unit.

Table 3.3: Impact Fees per Unit of Development - Street Improvements

Development Type	Dev Units ¹	Final Cost Allocation ²	Added Trips ³	Cost per Trip ⁴	Trips per Unit ⁵	Fee per Unit ⁶
Residential, Single-Family	DU	\$ 13,010,240	52,836	\$ 246.24	9.57	\$ 2,356.50
Residential, Multi-Family	DU	\$ 1,682,792	6,834	\$ 246.24	6.72	\$ 1,654.72
Commercial	KSF	\$ 35,181,664	170,451	\$ 206.40	34.95	\$ 7,213.80
Office	KSF	\$ 1,578,780	7,649	\$ 206.40	9.96	\$ 2,055.78
Industrial/Business Park	KSF	\$ 3,305,137	16,013	\$ 206.40	4.05	\$ 835.27
Public/Institutional	KSF	\$ 0	11,516	\$ 0.00	10.46	\$ 0.00

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Final cost allocation; see Table 3.2

³ Trips added by future development type; see Table 2.3

⁴ Cost per trip = final cost allocation / added trips

⁵ Trips per unit; see Table 2.1

⁶ Fee per unit of development = cost per trip X trips per unit

Projected Revenue

Potential revenue from the street impact fees calculated in this chapter can be projected by applying the fees per unit of development from Table 3.3 to forecasted future units as shown in Table 2.3. The results are shown in Table 3.4 on the next page.

Table 3.4: Projected Revenue - Street Impact Fees

Development Type	Dev Units ¹	Fee per Unit ²	Future Units ³	Projected Revenue ⁴
Residential, Single-Family	DU	\$ 2,356.50	5,521	\$ 13,010,237
Residential, Multi-Family	DU	\$ 1,654.72	1,017	\$ 1,682,850
Commercial	KSF	\$ 7,213.80	4,877	\$ 35,181,703
Office	KSF	\$ 2,055.78	768	\$ 1,578,839
Industrial/Business Park	KSF	\$ 835.27	3,957	\$ 3,305,163
Public/Institutional	KSF	\$ 0.00	1,101	\$ 0
Total				\$ 54,758,792

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Fee per unit of development; see Table 3.3

³ Future units; see Table 2.3

⁴ Projected revenue = fee per unit X future units

Impact fees calculated in this chapter are based on the cost of providing street improvements that are needed only to serve future development. Assuming that development occurs and improvements are constructed as anticipated in this study, the revenue projected in Table 3.4 would approximately cover the total improvement cost shown in Table 3.1, provided that fees are adjusted periodically to keep pace with changes in construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust facility cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees and on imposition of impact fees for street and intersection improvements.

Chapter 4

Police Impact Fees

This chapter calculates impact fees for future police facilities to serve additional development in Wildomar. The City contracts with the Riverside County Sheriff's Department (RCSD) for law enforcement services, and a Sheriff's Captain acts as the City's police chief. Wildomar is served by Sheriff's Department personnel from a substation in nearby Lake Elsinore.

Definite plans for future police facilities to serve the City have not been developed, but it is obvious, given the extent of projected growth in Wildomar, that additional facility space will be needed to meet additional demand for law enforcement services generated by future development in the City. Whether that space will be provided in a new Wildomar substation or by expanding other RCSD facilities has not been decided, but in either case, the City will be responsible for the cost.

The impact fees calculated in this chapter are based on the cost of maintaining the current ratio of facility space to service population. That ratio is based on Wildomar's existing service population and the share of space in the Lake Elsinore Sheriff's station being used to serve the City. The cost used in the calculations is the estimated cost of additional facility space needed to maintain the existing ratio for future development in Wildomar. The actual ratio of facility square footage to service population is discussed below in the Level of Service section.

Service Area

Although the service area for the Lake Elsinore Sheriff's station extends well beyond the boundaries of Wildomar, the impact fees calculated in this chapter relate only to the City of Wildomar study area defined in Chapter 2. Those fees are intended to apply to all future development in the study area.

Demand Variable

In this chapter, service population is used in the impact fee calculations to represent service demand created by all types of development. As discussed in Chapter 2, service population is a composite variable consisting of both resident population (representing residential development) and employees (representing non-residential development). The service population factors from Table 2.1 in Chapter 2 are used to calculate impact fees in this chapter.

Level of Service

The existing Lake Elsinore Sheriff's station is approximately 27,000 square feet in size. An estimated 20% of the calls served by that station originate in Wildomar. Thus, it is

reasonable to assume that the amount of facility space needed to serve Wildomar at present is 20% of 27,000 square feet, or 5,400 square feet. Based on those numbers, Table 4.1 calculates the current level of service, in terms of square feet per capita of service population.

Table 4.1: Square Feet per Capita - Police Facilities

Existing Square Feet ¹	Existing Service Pop ²	Square Feet per Capita ³
5,400	41,895	0.129

¹ Existing square feet of facility space serving Wildomar; see discussion in text

² Existing service population; see Table 2.2

³ Square feet per capita of service population = existing square feet / existing service population

Methodology

This chapter calculates impact fees using the standard-based method discussed in Chapter 1. Standard-based fees are calculated using a specified relationship or standard that determines the number of service units to be provided for each unit of development.

The standard used to determine the amount of additional law enforcement space needed to serve future development in Wildomar is the existing ratio of square feet to service population, as shown in Table 4.1, above. That standard is used to determine the amount of additional facility space needed to serve future development, based on the growth forecast in Chapter 2.

Facility Cost

Table 4.2 on the next page calculates the cost of future police facilities using the square feet-per-capita factor from Table 4.1 with the projected future service population from table 2.3, and the estimated cost per square foot for construction of police facilities.

Table 4.2: Cost of Future Facilities - Police Facilities

Square Feet per Capita ¹	Added Svc Pop ²	Total Square Feet ³	Cost per Square Foot ⁴	Facility Cost ⁵
0.129	40,633	5,234	\$505.78	\$2,647,234

¹ Square feet of law enforcement space per capita of service population; see Table 4.1

² Projected service population added by future development; see Table 2.3

³ Total square feet of space required to serve future development = square feet per capita X added service population

⁴ Cost per square foot of building area includes estimated construction cost of \$500 per square foot plus \$5.78 per square foot for land (based on a floor area ratio of 0.25 and land cost of \$63,000 per acre)

⁵ Total cost of additional facility space = total square feet X cost per square foot

Allocation of Costs

As shown in Table 4.3, the initial allocation of police facility costs to future development by development type is based on the share of service population associated with each type of development. However, the costs allocated to the Public/Institutional development category, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below.

Table 4.3: Allocation of Costs - Police Facilities

Development Type	Dev Units ¹	Share of Svc Pop ²	Share of Cost ³	Realloc P/I Cost ⁴	Final Allocation ⁵
Residential, Single-Family	DU	42.1%	\$ 1,115,040	\$ 133,215	\$ 1,248,254
Residential, Multi-Family	DU	5.5%	\$ 145,740	\$ 17,412	\$ 163,152
Commercial	KSF	28.0%	\$ 740,298		\$ 740,298
Office	KSF	5.7%	\$ 150,105		\$ 150,105
Industrial/Business Park	KSF	13.0%	\$ 345,425		\$ 345,425
Public/Institutional	KSF	5.7%	\$ 150,626	\$ (150,626)	\$ 0
Totals		100.0%	\$ 2,647,234	\$ 0	\$ 2,647,234

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Service population by development type as a percentage of total added service population; percentages based on data from Table 2.3

³ Share of facility cost = facility cost from Table 4.2 X share of service population

⁴ Reallocated Public/Institutional costs; see discussion in text

⁵ Final allocation = share of cost + reallocated Public/Institutional cost

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated

to Public/Institutional development are reallocated in Table 4.3, to the single family and multi-family residential development categories, based on their relative shares of added population. The reallocated costs are used to calculate the impact fees, and the effect is to increase the impact fees for residential development by about 12%.

Impact Fees per Unit of Development

Table 4.4 shows the calculation of Police impact fees per unit of development by development type. Those fees are calculated using the allocated costs from Table 4.3, the added service population by development type from Table 2.3, and the service population-per-unit factors from Table 2.1.

Table 4.4: Fees per Unit of Development - Police Facilities

Development Type	Dev Units ¹	Final Allocation ²	Added Svc Pop ³	Cost per Capita ⁴	Svc Pop per Unit ⁵	Fee per Unit ⁶
Residential, Single-Family	DU	\$ 1,248,254	17,115	\$ 72.93	3.10	\$ 226.09
Residential, Multi-Family	DU	\$ 163,152	2,237	\$ 72.93	2.20	\$ 160.45
Commercial	KSF	\$ 740,298	11,363	\$ 65.15	2.33	\$ 151.80
Office	KSF	\$ 150,105	2,304	\$ 65.15	3.00	\$ 195.45
Industrial/Business Park	KSF	\$ 345,425	5,302	\$ 65.15	1.34	\$ 87.30
Public/Institutional	KSF	\$ 0	2,312	\$ 0.00	2.10	\$ 0.00

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Final cost allocation; see Table 4.3

³ Added service population; see Table 2.3

⁴ Cost per capita = final allocation / added service population

⁵ Service population per unit; see Table 2.1

⁶ Fee per unit of development = cost per capita X service population per unit

Projected Revenue

Potential revenue from the Police impact fees calculated in this chapter can be projected by applying the fees per unit by development type from Table 4.4 to forecasted future units from Table 2.3. The results are shown in Table 4.5.

Table 4.5: Projected Revenue - Police Impact Fees

Development Type	Dev Units ¹	Fee per Unit ²	Future Units ³	Projected Revenue ⁴
Residential, Single-Family	DU	\$ 226.09	5,521	\$ 1,248,243
Residential, Single-Family	DU	\$ 160.45	1,017	\$ 163,178
Commercial	KSF	\$ 151.80	4,877	\$ 740,329
Office	KSF	\$ 195.45	768	\$ 150,106
Industrial/Business Park	KSF	\$ 87.30	3,957	\$ 345,446
Public/Institutional	KSF	\$ 0.00	1,101	\$ 0
Total				\$ 2,647,301

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Fee per unit of development; see Table 4.4

³ Future units; see Table 2.3

⁴ Projected revenue = fee per unit X future units; this study assumes no fees will be collected from Public/Institutional development such as schools.

Impact fees calculated in this chapter are based on the cost of providing additional facilities needed only to serve future development. Assuming that development occurs and facilities are constructed as anticipated in this study, the revenue projected in Table 4.5 would approximately cover the total facility cost shown in Table 4.2, provided that fees are adjusted periodically to keep pace with changes in construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust facility cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 5

Fire Protection Facilities and Equipment

This chapter addresses impact fees for fire protection facilities needed to serve future development in Wildomar. The City of Wildomar contracts with the Riverside County Fire Department (RCFD) for fire protection services, including fire prevention, fire suppression, emergency medical response and related services.

Fire protection services are provided to Wildomar by RCFD using a regional system of fire protection facilities and equipment. At present there is one fire station (Station #61) in the City. That station, which is owned by Riverside County, is located south of the I-15 freeway near Central Avenue between Grand Avenue and Palomar Street. Several other fire stations operated by RCFD also respond to calls in Wildomar. They include Station 75 (Bear Creek), Station 94 (Canyon Hills) and Station 68 (Menifee).

Wildomar's current contract with RCFD covers the cost of operating approximately 1.3 fire stations. RCFD has identified a need for another fire station north of the I-15 freeway in Wildomar as the City grows. No specific location has been identified.

Fire Station #61, the existing fire station in the City, is outdated and undersized. In its present condition it is inadequate to serve the long term needs of the City. The City has been in discussions with Riverside County and RCFD regarding plans to replace Station #61 with a larger building on a larger site, or at a minimum to renovate and expand the existing station.

It is virtually certain that much of the cost of such a project will be paid by the City, possibly with participation of the Wildomar Redevelopment Agency. It is also possible the City may acquire ownership of the fire station. A final decision on those matters has not been reached. However, it is clear under Wildomar's contract with RCFD that the City will be responsible for constructing any new fire stations needed to serve the City.

Service Area

The service area for fees calculated in this chapter is the entire study area defined in Chapter 2. The resulting fees are intended to apply to all development in the study area.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated by allocating costs for a defined set of improvements to a defined set of land uses that will be served by the improvements.

According to the analysis in this chapter, the demand for fire protection services will approximately double between now and buildout of the City. So, for purposes of the impact fee analysis, it is reasonable to allocate the entire cost of the additional fire station and a new Type I fire engine to future development in the impact fee calculations.

Demand Variable

In this analysis, the demand for fire protection services is measured by service population, which is consistent with the method used by Riverside County to calculate the fire protection impact fees currently in effect in Wildomar. In the impact fee calculations, costs are allocated in proportion to the service population associated with different types of development.

As discussed in Chapter 2, service population consists of both residents (representing residential development) and employees (representing non-residential development). Service population factors associated with different types of development are shown in Table 2.1, and are used later in this chapter to calculate the impact fees (see Table 5.3).

Level of Service

This analysis assumes there will be two fire stations in the City at buildout. New development will account for approximately half (49.2%) of the projected demand for fire protection services at buildout, so impact fees charged to future development to pay for one new fire station are based on essentially the same level of service provided to existing development in the City.

Facility and Equipment Costs

As discussed above, Wildomar has one existing fire station, and one new fire station will be needed in the future. A fully-equipped new Type I fire engine will be needed for the new fire station. Table 5.1 shows the cost of the fire station and the fire engine that will be used in calculating impact fees in this chapter.

Table 5.1: Cost of Future Fire Station and Fire Engine

Component	Component Cost ¹
Future Fire Station (includes FF&E)	\$ 4,500,000
Fire Station Site (2 Acres)	\$ 126,000
Future Type I Engine	\$ 500,000
Total Facility/Equipment Cost	\$ 5,126,000

¹ Cost estimates for the fire station and the fire engine provided by the Riverside County Fire Department. The estimated cost for land is based on a per-acre price of \$63,000

Allocation of Costs

As shown in Table 5.2, the initial allocation of the future fire station/fire engine costs to future development by development type is based on the share of service population associated with each type of development. However, the costs allocated to the Public/Institutional development category, made up primarily of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below

Table 5.2: Allocation of Costs - Future Fire Station and Fire Engine

Development Type	Dev Units ¹	Share of Svc Pop ²	Share of Cost ³	Realloc P/I Cost ⁴	Final Allocation ⁵
Residential, Single-Family	DU	42.1%	\$ 2,159,119	\$ 257,952	\$ 2,417,071
Residential, Multi-Family	DU	5.5%	\$ 282,206	\$ 33,715	\$ 315,921
Commercial	KSF	28.0%	\$ 1,433,484		\$ 1,433,484
Office	KSF	5.7%	\$ 290,658		\$ 290,658
Industrial/Business Park	KSF	13.0%	\$ 668,866		\$ 668,866
Public/Institutional	KSF	5.7%	\$ 291,667	\$ (291,667)	\$ 0
Totals		100.0%	\$ 5,126,000	\$ 0	\$ 5,126,000

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Added service population by development type as a percentage of total added service population; percentages based on data from Table 2.3

³ Share of facility cost = facility cost from Table 5.1 X share of service population

⁴ Reallocated Public/Institutional costs; see discussion in text

⁵ Final allocation = share of cost + reallocated Public/Institutional cost

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 5.2 to single family and

multi-family residential development, based on their relative shares of population. The reallocated costs are used to calculate the impact fees, and the effect is to increase the impact fees for residential development by about 12%.

Impact Fees per Unit of Development

The calculation of impact fees per unit of development by development type is shown in Table 5.3. Costs allocated to each type of development in Table 5.2 are divided by the added service population by development type to calculate a cost per capita. Then the cost per capita is multiplied by the service population per unit of development to arrive at a fee per unit.

Table 5.3: Impact Fees per Unit of Development - Fire Protection

Development Type	Dev Units ¹	Final Allocation ²	Added Svc Pop ³	Cost per Capita ⁴	Svc Pop per Unit ⁵	Fee per Unit ⁶
Residential, Single-Family	DU	\$ 2,417,071	17,115	\$ 141.23	3.10	\$ 437.80
Residential, Multi-Family	DU	\$ 315,921	2,237	\$ 141.23	2.20	\$ 310.70
Commercial	KSF	\$ 1,433,484	11,363	\$ 126.15	2.33	\$ 293.94
Office	KSF	\$ 290,658	2,304	\$ 126.15	3.00	\$ 378.46
Industrial/Business Park	KSF	\$ 668,866	5,302	\$ 126.15	1.34	\$ 169.05
Public/Institutional	KSF	\$ 0	2,312	\$ 0.00	2.10	\$ 0.00

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Final cost allocation; see Table 5.2

³ Added service population; see Table 2.3

⁴ Cost per capita = final allocation / added service population

⁵ Service population per unit; see Table 2.1

⁶ Fee per unit of development = cost per capita X service population per unit

Projected Revenue

Potential revenue from the fire protection impact fees calculated in this chapter can be projected by applying the fees per unit of development from Table 5.3 to forecasted future units as shown in Table 2.3. The results are shown in Table 5.4.

Table 5.4: Projected Revenue - Fire Protection Impact Fees

Development Type	Dev Units ¹	Fee per Unit ²	Future Units ³	Projected Revenue ⁴
Residential, Single-Family	DU	\$ 437.80	5,521	\$ 2,417,094
Residential, Multi-Family	DU	\$ 310.70	1,017	\$ 315,982
Commercial	KSF	\$ 293.94	4,877	\$ 1,433,545
Office	KSF	\$ 378.46	768	\$ 290,657
Industrial/Business Park	KSF	\$ 169.05	3,957	\$ 668,931
Public/Institutional	KSF	\$ 0.00	1,101	\$ 0
Total				\$ 5,126,209

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Fee per unit of development; see Table 5.3

³ Future units; see Table 2.3

⁴ Projected revenue = fee per unit X future units

Impact fees calculated in this chapter are based on the cost of providing additional facilities that are needed only to serve future development. Assuming that development occurs and facilities are constructed as anticipated in this study, the revenue projected in Table 5.4 would approximately cover the total facility cost shown in Table 5.1, provided that fees are adjusted periodically to keep pace with changes in construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust facility cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 6

Park Impact Fees

This chapter addresses park impact fees for residential development that does not involve a subdivision.

To maintain consistency with the fees charged in residential subdivisions, these impact fees are calculated according to the standards set forth in the Quimby Act (Govt. Code Section 66477), which is part of the Subdivision Map Act and governs fees in lieu of park land dedication for residential subdivisions.

The Quimby Act

Under the Quimby Act, the City may, by ordinance, “require the dedication of land or impose a requirement for payment of fees in lieu thereof, or a combination of both, for park or recreational purposes as a condition of approval of a tentative tract map or parcel map....” The provisions of the Quimby Act apply only to residential subdivisions.

An ordinance imposing dedication and fee requirements under the Quimby Act must contain “definite standards for determining the proportion of a subdivision to be dedicated and the amount of any fee to be paid in lieu thereof.”

Before imposing these requirements, the City must have adopted a general plan or specific plan containing policies and standards for parks and recreation facilities. The dedicated land and/or in-lieu fees “are to be used only for the purpose of developing new or rehabilitating existing neighborhood or community park or recreational facilities to serve the subdivision (paying the fees).” Fees can be used for parks and recreational facilities that do not serve the subdivision that paid the fees only if certain requirements are satisfied. That does not mean that parks or recreational facilities acquired or constructed with the fees must be exclusively for the use of the subdivision paying the fees.

The Quimby Act provides that only in-lieu fees, not land dedication requirements, may be applied to subdivision of less than 50 parcels. Otherwise, the City may choose to require either land dedication or payment of in-lieu fees.

The City has adopted an ordinance pursuant to the Quimby Act imposing land dedication or fees in lieu of dedication on residential subdivisions. That ordinance is codified in Section 16.20.020 of the Wildomar Municipal Code.

Park Impact Fees for Non-Subdivision Projects. Because the provisions of the Quimby Act apply only to subdivisions, residential development projects that do not involve a subdivision of land (i.e., projects on existing parcels) are not subject to the dedication and fee requirements authorized by the Act.

However, residential development that does not involve a subdivision has the same park and recreation needs as development involving a subdivision. Therefore, the park impact fees calculated in this chapter, which apply to residential development not involving a subdivision, are based on the same standards that apply to subdivisions.

Service Area

Fees addressed in this chapter are calculated for a single citywide service area encompassing the entire study area defined in Chapter 2. The resulting fees are intended to apply to all residential development not involving a subdivision in the study area.

The City has not adopted park standards to define the service radius for various types of parks, so there is no definitive basis for making that determination. Community parks typically have a much larger service radius than neighborhood parks, and in a city of Wildomar's size, may serve the entire city. So, to the extent that park impact fees are spent on community parks, proximity to the development paying the fees is less of a concern.

Demand Variable

Level-of-service standards for parks are almost universally based on population. In addition, the Quimby Act specifies that park land dedication/in-lieu fee standards must be based on the relationship between park acreage and population. Thus, population will be used as the demand variable in calculating acreage requirements and park impact fees in this chapter. Population-per-dwelling-unit factors for residential development types are shown in Table 2.1 in Chapter 2.

Level of Service

Wildomar has three existing parks, which are listed in Table 6.1. The City has no parks master plan, and has not designated any of the existing parks as either neighborhood or community parks.

Table 6.1: Existing Parks

Existing Parks	Total Acreage
Marna O'Brien Park	8.94
Regency Heritage Park	3.26
Windsong Park	2.07
Total	14.27

Table 6.2 on the next page calculates the existing ratio of park acreage to population, based on the existing park acreage shown in Table 6.1 and the existing population from Table 2.2 in Chapter 2.

Table 6.2: Existing Park Acres per 1,000 Residents

Existing Park Acres ¹	Estimated 2011 Population ²	Existing Park Acres per Capita ³	Existing Park Acres per 1000 ⁴
14.27	32,511	0.00044	0.44

¹ Existing acres of parks in Wildomar; see Table 6.1

² Estimated 2011 population; see Table 2.2

³ Existing park acres per capita = existing park acres / estimated 2011 population

⁴ Existing park acres per 1,000 residents = existing park acres per capita X 1,000

The Quimby Act provides that park land dedication requirements may be based on a ratio of at least 3.0 acres per thousand residents, and may increase to a maximum of 5.0 acres per thousand to match the existing ratio if the existing ratio (as of the last Census) exceeds 3.0 acres per thousand.

In this case, as shown in Table 6.2 above, the current ratio of park land to population in Wildomar is below 3.0 acres per 1,000, so a ratio of 3.0 acres per thousand residents will be used to calculate the park impact fees.

Methodology

This chapter calculates impact fees using the method specified in the Quimby Act to calculate park land dedication requirements and fees in lieu of park land dedication. That method is identical to the standard-based method discussed in Chapter 1. Standard-based fees are calculated using a specified relationship or standard that determines the number of service units to be provided for each unit of development.

Because population is used as a demand variable in the fee calculations, and population is related to residential development, the fees calculated in this chapter apply only to residential development.

Required Acres per Unit of Development

Table 6.3, on the following page, calculates the acres of park land per unit that must be provided to meet the standard of 3.0 acres per 1,000 residents. That number varies with the average number of persons per unit by development type.

Table 6.3: Acres per Unit for Park Impact Fee

Development Type	Dev Units ¹	Acres per Capita ²	Persons per Unit ³	Acres per Unit ⁴
Residential, Single-Family	DU	0.003	3.10	0.0093
Residential, Multi-Family	DU	0.003	2.20	0.0066

¹ DU = dwelling units

² Acres per capita based on the Quimby minimum of 3.0 acres per 1,000 residents

³ Persons per dwelling unit; see Table 2.1

⁴ Acres per unit = acres per capita X persons per unit

Table 6.4 calculates park impact fees, based on the acres-per-unit factors from Table 6.3 and the estimated average cost per acre to acquire park land in Wildomar.

Table 6.4 also includes a very small fee that will be charged to new development to cover the cost of a park master plan the City will prepare to determine the best way to spend the revenue generated by the park in-lieu fees and park impact fees.

Only the Park Master Plan component of these impact fees will be charged to residential subdivisions that are required to dedicate park land or pay fees in lieu of park land dedication under the Quimby Act and Section 16.20.020 of the Wildomar Municipal Code.

Table 6.4: Fees per Unit - Park Impact Fees

Development Type	Dev Units ¹	Acres per Unit ²	Cost per Acre ³	Park Fee per Unit ⁴	Plan Fee per Unit ⁵	Total Fee per Unit ⁶
Residential, Single-Family	DU	0.0093	\$63,000	\$585.90	\$8.01	\$593.91
Residential, Multi-Family	DU	0.0066	\$63,000	\$415.80	\$5.68	\$421.48

¹ DU = dwelling units

² Acres per unit; see Table 6.3

³ Estimated cost per acre to acquire land for parks

⁴ Park impact fee per unit = acres per unit X cost per acre

⁵ Park master plan impact fee per unit based on estimated total cost of \$50,000 or \$2.58 per capita for future residents; see Table 2.3 for future development

⁶ Total fee per unit = park impact fee per unit + park master plan impact fee per unit

Projected Revenue

Potential revenue from the combined park in-lieu fees paid by development in residential subdivisions and park impact fees paid by residential development not involving a subdivision can be approximated by applying the fees per unit from Table 6.4 to

forecasted future residential units by development type, as shown in Table 6.5. This projection assumes that all future residential development involving a subdivision will pay in-lieu fees rather than dedicating land, and that any non-subdivision residential projects will pay park impact fees.

Table 6.5: Projected Revenue - Park Impact and Park In-Lieu Fees

Development Type	Units ¹	Total Fee per Unit ²	Future Units ³	Projected Revenue ⁴
Residential, Single-Family	DU	\$593.91	5,521.00	\$ 3,278,974
Residential, Multi-Family	DU	\$421.48	1,017.00	\$ 428,649
Total Projected Revenue				\$ 3,707,624

¹ DU = dwelling unit

² Total park impact fee + park master plan impact fee per unit; See Table 6.4

Assumes subdivision projects pay in-lieu fees identical to park impact fees

³ See Table 2.3, Chapter 2

⁴ Projected revenue = total fee per unit X future units

The costs used in this chapter are in current dollars, and the fees calculated above should be adjusted periodically to reflect changes in land costs.

Chapter 7

Community Centers

This chapter calculates impact fees for community center facilities in Wildomar. At present, the City has no community center facilities. This report estimates that the City is now almost 63% built out in terms of population.

The City may not impose impact fees on new development to pay for more than its proportionate share of the cost of facilities, so impact fees charged to new development would be limited to paying for about 37% of the cost of any new community center facilities. If Wildomar imposes impact fees on new development to pay for community center facilities, the City must identify other fund sources to pay for the existing community's share of the cost of those facilities.

Service Area

Fees addressed in this chapter are calculated for a single citywide service area encompassing the entire study area defined in Chapter 2. The resulting fees are intended to apply to all residential development in the study area. It is important that revenue from those fees be spent for facilities that serve occupants of the development projects paying the fees. However, this report assumes that the City would construct only one community center facility to serve the entire City, and that facility would benefit all residential development in the City.

Demand Variable

Community center facilities are provided for the use of City residents. Any use by non-residents would be incidental. Consequently, resident population is used as the demand variable in calculating impact fees for community centers in this study. Because population is used as the demand variable in the fee calculations and population is related to residential development, the fees calculated in this chapter apply only to residential development.

Methodology

This chapter calculates impact fees using the standard-based method discussed in Chapter 1. Standard-based fees are calculated using a specified relationship or standard that determines the number of service units to be provided for each unit of development. The fees calculated in this chapter are based on the relationship between population and community center space as defined in Table 7.1 on the next page.

Level of Service and Cost per Capita

The level of service standard used in this analysis is 0.4 square feet of community center space per capita. Based on that standard, Table 7.1 shows the total size of a community center needed to serve the forecasted buildout population of the City. It also shows the estimated facility cost and the average cost per capita.

Table 7.1: Level of Service and Cost per Capita - Community Centers

Buildout Population ¹	Square Feet per Capita ²	Total Square Feet ³	Cost per Square Foot ⁴	Facility Cost ⁵	Cost per Capita ⁶
51,863	0.40	20,745	\$380.78	\$7,899,357	152.31

¹ Projected population at buildout; see Table 2.4

² Square feet of building area per capita

³ Total square feet of recreation center space = buildout population X square feet per capita

⁴ Cost per square foot of building area includes construction cost of \$350 per square foot plus \$25.00 per square foot for furniture, fixtures and equipment and \$5.78 per square foot for land (based on FAR of 0.25 and land cost of \$63,000 per acre)

⁵ Facility cost = total square feet X cost per square foot

⁶ Cost per capita = square feet per capita X cost per square foot

In the next section, the average cost per capita from Table 7.1 is used to calculate impact fees per unit of development by development type.

Impact Fees per Unit of Development

Table 7.2 shows the community center impact fees per unit of development by development type. Those fees are calculated using the per-capita cost from Table 7.1 and the persons per dwelling unit factors from Table 2.1. Note that impact fees based on resident population apply only to residential development types.

Table 7.2: Fees per Unit of Development - Community Centers

Development Type	Dev Units ¹	Pop per Unit ²	Cost per Capita ³	Fee per Unit ⁴
Residential, Single-Family	DU	3.10	\$152.31	\$472.17
Residential, Multi-Family	DU	2.20	\$152.31	\$335.09

¹ Units of development; DU = dwelling unit

² Population per unit of development; see Table 2.1

³ Cost per capita; see Table 7.1

⁴ Fee per unit of development = population per unit X cost per capita

Projected Revenue

Potential revenue from the community center impact fees calculated in this chapter can be projected by applying the fees per unit from Table 7.2 to forecasted future residential units from Table 2.3. The results are shown in Table 7.3.

Table 7.3: Projected Revenue - Community Center Impact Fees

Development Type	Dev Units ¹	Fee per Unit ²	Future Units ³	Projected Revenue ⁴
Residential, Single-Family	DU	\$ 472.17	5,521	\$ 2,606,851
Residential, Multi-Family	DU	\$ 335.09	1,017	\$ 340,787
Total				\$ 2,947,637

¹ Units of development; DU = dwelling unit

² Fee per unit of development; see Table 7.2

³ Future units; see Table 2.3

⁴ Projected revenue = fee per unit X future units

Because the impact fees calculated here are intended to cover only future development's proportionate share of the cost of the City's community center facilities, the projected revenue shown in Table 7.3 equals 37.3% of the estimated total cost of the facility.

As discussed earlier, based on the forecast of future development in Chapter 2, the population added between 2011 and buildout will represent 37.3% of the total population at buildout. To cover the other 62.7% of the cost, the City will have to fund \$4.9 million of the facility cost from other sources of revenue.

The costs used in this chapter are given in current dollars, and the fees calculated above should be indexed, or adjusted at least annually, to keep pace with changes in price levels. See the Implementation Chapter for more on indexing of fees.

Chapter 8

City Hall

This chapter calculates impact fees for a permanent City Hall in Wildomar. At present, the City leases space for City Hall, but in the long run, the City intends to construct its own City Hall building.

The impact fees calculated in this chapter are based on future development's proportionate share of the cost of a future City Hall building. This report estimates that the City is now approximately 51% built out in terms of service population.

As discussed below, service population is used to represent the service demand created by development, and the impact fees calculated in this report are intended to pay for no more than new development's proportionate share of the cost of the future City Hall. Consequently, the City must identify other fund sources to pay for the existing community's share of the cost of a new building.

Service Area

Fees addressed in this chapter are calculated for a single citywide service area encompassing the entire study area defined in Chapter 2. Those fees are intended to apply to all development in the study area.

Demand Variable

In this chapter, service population is used in the impact fee calculations to represent service demand created by all types of development. As discussed in Chapter 2, service population is a composite variable consisting of both resident population (representing residential development) and employees (representing non-residential development). The service population per-unit factors from Table 2.1 in Chapter 2 are used to calculate impact fees in Table 8.3.

Level of Service

The level of service standard used to determine the size of the City Hall building needed at buildout of Wildomar is based on an analysis of data from other cities in the area regarding the relationship between city hall size and population. A conservative ratio of 0.25 square feet of building area per capita of service population is used to establish the size of the future City Hall building used to calculate these impact fees.

Methodology

This chapter calculates impact fees using the standard-based method discussed in Chapter 1. Standard-based fees are calculated using a specified relationship or standard that determines the number of service units to be provided for each unit of development.

In the impact fee calculations, the cost of a new City Hall building is allocated to both existing and future development, so the impact fees reflect only future development's share of total facility cost. To calculate those impact fees, new development's proportionate share of the cost of the facility is allocated to future development in the City, based on the shares of service population associated with various types of development.

Facility Costs

Based on the level-of-service standard discussed in the Level of Service section above, Table 8.1 shows the total size and estimated cost of a future City Hall building needed to serve the projected service population of the City at buildout.

Table 8.1: Level of Service and Cost per Capita - City Hall

Square Feet per Capita ¹	Buildout Svc Pop ²	City Hall Square Feet ³	Cost per Square Foot ⁴	Facility Cost ⁵
0.25	82,555	20,639	\$440.78	\$ 9,097,148
New Development's Share of Cost (49.2%) ⁶				\$ 4,477,553

¹ Square feet per capita of service population used as a planning standard

² Projected service population at buildout; see Table 2.4

³ Square feet of City Hall building = sq. ft. per capita X buildout service pop.

⁴ Cost per square foot of building area includes estimated construction cost of \$435 per square foot plus \$5.78 per square foot for land (based on a floor area ratio of 0.25 and land cost of \$63,000 per acre)

⁵ Facility cost = City Hall square feet X cost per square foot

⁶ New development's share of cost = new development's share of buildout service population; see Tables 2.3 and 2.4

Allocation of Costs

As shown in Table 8.2 on the next page, the initial allocation of City Hall costs to future development by development type is based on the percentage of future service population associated with each type of development. However, the costs allocated to the Public/Institutional development category, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below.

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 8.2, to single family and multi-family residential development, based on their relative shares of population.

The reallocated costs are used to calculate the impact fees, and the effect is to increase the impact fees for residential development by about 12%.

Table 8.2: Allocation of Costs - City Hall

Development Type	Dev Units ¹	Share of Svc Pop ²	Share of Cost ³	Realloc P/I Cost ⁴	Final Allocation ⁵
Residential, Single-Family	DU	42.1%	\$ 1,885,987	\$ 225,321	\$ 2,111,308
Residential, Multi-Family	DU	5.5%	\$ 246,506	\$ 29,450	\$ 275,957
Commercial	KSF	28.0%	\$ 1,252,146		\$ 1,252,146
Office	KSF	5.7%	\$ 253,889		\$ 253,889
Industrial/Business Park	KSF	13.0%	\$ 584,254		\$ 584,254
Public/Institutional	KSF	5.7%	\$ 254,771	\$ (254,771)	\$ 0
Totals		100.0%	\$ 4,477,553	\$ 0	\$ 4,477,553

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Added service population by development type as a percentage of total added service population; percentages based on data from Table 2.3

³ Share of facility cost = new development's share of facility cost from Table 8.1 X share of service population

⁴ Reallocated Public/Institutional costs; see discussion in text

⁵ Final allocation = share of cost + reallocated Public/Institutional cost

Impact Fees per Unit of Development

The calculation of impact fees per unit of development by development type is shown in Table 8.3 on the next page. Costs allocated to each type of development from Table 8.2 are divided by the added service population by development type to calculate a cost per capita. Then the cost per capita is multiplied by the service population per unit of development to arrive at a fee per unit.

Table 8.3: Impact Fees per Unit of Development - City Hall

Development Type	Dev Units ¹	Final Allocation ²	Added Svc Pop ³	Cost per Capita ⁴	Svc Pop per Unit ⁵	Fee per Unit ⁶
Residential, Single-Family	DU	\$ 2,111,308	17,115	\$ 123.36	3.10	\$ 382.42
Residential, Multi-Family	DU	\$ 275,957	2,237	\$ 123.36	2.20	\$ 271.39
Commercial	KSF	\$ 1,252,146	11,363	\$ 110.20	2.33	\$ 256.75
Office	KSF	\$ 253,889	2,304	\$ 110.20	3.00	\$ 330.59
Industrial/Business Park	KSF	\$ 584,254	5,302	\$ 110.20	1.34	\$ 147.66
Public/Institutional	KSF	\$ 0	2,312	\$ 0.00	2.10	\$ 0.00

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Final cost allocation; see Table 8.2

³ Added service population; see Table 2.3

⁴ Cost per capita = final allocation / added service population

⁵ Service population per unit; see Table 2.1

⁶ Fee per unit of development = cost per capita X service population per unit

Projected Revenue

Potential revenue from the City Hall impact fees calculated in this chapter can be projected by applying the fees per unit by development type from Table 8.3 to forecasted future units from Table 2.3. The results are shown in Table 8.4.

Table 8.4: Projected Revenue - City Hall Impact Fees

Development Type	Dev Units ¹	Fee per Unit ²	Future Units ³	Projected Revenue ⁴
Residential, Single-Family	DU	\$ 382.42	5,521	\$ 2,111,341
Residential, Single-Family	DU	\$ 271.39	1,017	\$ 276,004
Commercial	KSF	\$ 256.75	4,877	\$ 1,252,170
Office	KSF	\$ 330.59	768	\$ 253,893
Industrial/Business Park	KSF	\$ 147.66	3,957	\$ 584,291
Public/Institutional	KSF	\$ 0.00	1,101	\$ 0
Total				\$ 4,477,698

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Fee per unit of development; see Table 8.3

³ Future units; see Table 2.3

⁴ Projected revenue = fee per unit X future units

Impact fees calculated in this chapter are based on the future development's share of the cost of a new City Hall. Assuming that development occurs and facilities are constructed as anticipated in this study, the revenue projected in Table 8.4 would cover

slightly less than half of the total facility cost shown in Table 8.1, if fees are adjusted periodically to keep pace with changes in land and construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust construction cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 9

Animal Shelter

This chapter calculates impact fees for the regional animal shelter serving Wildomar. The Animal Shelter was completed in 2010. It is located in Wildomar and is intended to serve the needs of Wildomar and other several other participating communities far into the future. Construction was financed through a joint powers authority, to which Wildomar is a party, and Wildomar is responsible for paying a share of the debt service each year through 2038.

For purposes of the impact fee analysis, Wildomar's share of the animal shelter cost is defined as the present value of its share of the 30-year stream of debt service payments required to pay off the debt on the building. That cost is allocated proportionately between existing and future development

Service Area

Although the service area for the animal shelter extends well beyond the boundaries of Wildomar, the impact fees calculated in this chapter are based on Wildomar's share of the cost of that facility, and relate only to the City of Wildomar study area defined in Chapter 2. The fees are intended to apply to all future development in the study area.

Demand Variable

Most animals that end up in the animal shelter start out as household pets, so impact fees for the animal shelter will be charged only to residential development. That is why resident population, which represents residential development, is used in the impact fee calculations for the animal shelter. The population per-unit factors from Table 2.1 in Chapter 2 are used to calculate impact fees per unit in Table 9.2 on page 9-3.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated using a specified set of facilities and a specified increment of development that is served by those facilities. In this case, Wildomar's share of the cost of the animal shelter is allocated to both existing and future development, so the impact fees reflect only future development's proportionate share of the cost.

Level of Service

Level of service is not a factor in the calculation of impact fees for the animal shelter. The level of service is implied in the size and cost of the existing animal shelter, and it is not necessary to address it explicitly here.

Cost per Capita

Table 9.1 shows the calculation of the cost per capita for the animal shelter. To incorporate bond interest into the facility cost, the total cost of the facility is calculated as the present value of the stream of debt service payments (principal and interest) on the animal shelter over the 30-year term of the bonds, discounted at 3% per year to account for expected inflation. That method incorporates interest cost into the overall cost of the facility, while discounting for the fact that money paid in the future has less value than money paid today.

The principal amount of the debt incurred to build the animal shelter was \$15.1 million. The sum of all scheduled payments on that debt over 30 years will amount to \$33.6 million, and the present value of those payments, discounted at 3% per year for future inflation, equals \$24,376,082. Table 9.1 shows Wildomar's 17.1% share of that cost and calculates the cost per capita based on the projected population of the City at buildout.

Table 9.1: Cost per Capita - Animal Shelter

Facility Cost ¹	Wildomar Percentage ²	Wildomar Cost Share ³	Buildout Population ⁴	Cost per Capita ⁵
\$24,376,082	17.1%	\$4,168,310	51,863	\$80.37

¹ Facility cost = discounted present value of all debt service payments on bonds issued for construction of the regional animal shelter; see discussion in text

² Wildomar percentage = the percentage of capital cost to be paid by Wildomar

³ Wildomar cost share = facility cost X Wildomar percentage

⁴ Buildout population of Wildomar; see Table 2.4

⁵ Cost per capita = Wildomar cost share / buildout population

In the next section, the average cost per capita from Table 9.1 is used to calculate impact fees per unit of development by development type.

Impact Fees per Unit of Development

Table 9.2 on the next page shows the Animal Shelter impact fees per unit of development by development type. Those fees are calculated using the per-capita cost from Table 9.1 and the population per unit factors from Table 2.1.

Table 9.2: Fees per Unit of Development - Animal Shelter

Development Type	Dev Units ¹	Population per Unit ²	Cost per Capita ³	Fee per Unit ⁴
Residential, Single-Family	DU	3.10	\$80.37	\$249.15
Residential, Multi-Family	DU	2.20	\$80.37	\$176.82

¹ Units of development; DU = dwelling unit

² Population per unit; see Table 2.1

³ Cost per capita; see Table 9.1

⁴ Fee per unit = population per unit X cost per capita

Projected Revenue

Potential revenue from the Animal Shelter impact fees calculated in this chapter can be projected by applying the fees per unit by development type from Table 9.2 to forecasted future units from Table 2.3. The results are shown in Table 9.3.

Table 9.3: Projected Revenue - Animal Shelter Impact Fees

Development Type	Dev Units ¹	Fee per Unit ²	Future Units ³	Projected Revenue ⁴
Residential, Single-Family	DU	\$ 249.15	5,521	\$ 1,375,557
Residential, Single-Family	DU	\$ 176.82	1,017	\$ 179,826
Total				\$ 1,555,383

¹ Units of development; DU = dwelling unit

² Fee per unit of development; see Table 9.2

³ Future units; see Table 2.3

⁴ Projected revenue = fee per unit X future units

The impact fees calculated here are intended to cover only future development's share of the cost of the Animal Shelter, so the projected revenue shown in Table 9.3 equals roughly 37.3% of Wildomar's share of the cost of the Animal Shelter. The remaining cost will have to be funded by the City from non-impact fee sources of revenue.

Other impact fees calculated in this report assume that facilities will be constructed in the future on a pay-as-you-go basis. Those impact fees should be indexed, or adjusted annually, to keep pace with construction costs.

However, the Animal Shelter has already been constructed and was financed with debt. The cost used in the impact fee calculations is the present value of all debt service payments, discounted for expected inflation. Since the cost was discounted at a fixed rate, the fees should be increased annually by the same fixed rate, regardless of the actual rate of inflation in future years.

Chapter 10

Corporation Yard Impact Fees

This chapter calculates impact fees for future corporation yard facilities to serve additional development in Wildomar. At present, the City contracts for street and park maintenance and does not have a corporation yard. However, in the future, Wildomar will need to construct its own corporation yard, whether or not the City continues to contract for maintenance services.

Plans have not been developed for the City's future corporation yard, so this chapter uses conservative estimates of the size and cost of such a facility. When that facility is completed, it will serve both existing and future development in the City.

The impact fees calculated in this chapter will cover only future development's proportional share of the cost of the corporation yard. The existing community's share of the cost will have to be funded from other sources of revenue.

Service Area

The service area for fees calculated in this chapter is the study area defined in Chapter 2. The resulting fees are intended to apply to all development in the study area.

Demand Variable

In this chapter, service population is used in the impact fee calculations to represent service demand created by all types of development. As discussed in Chapter 2, service population is a composite variable consisting of both resident population (representing residential development) and employees (representing non-residential development). The service population factors from Table 2.1 in Chapter 2 are used to calculate impact fees in this chapter.

Level of Service

The needs analysis for corporation yard facilities was not driven by a level of service standard, but rather by a very conservative assessment of the actual facilities that will be needed by the City at buildout. Although there is a level of service implied by that assessment, the level of service is not explicitly involved in the impact fee calculations.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated by allocating costs for a defined set of improvements to a defined set of land uses that will be served by the improvements.

Thus, to calculate impact fees for corporation yard facilities, new development's proportionate share of the cost of the planned corporation yard is allocated to future development in the City, based on the shares of service population associated with each development type.

Facility Cost

Table 10.1 shows the estimated cost for the planned corporation yard facility. It also shows future development's share of that cost, based on future development's projected share of total service population at buildout.

Table 10.1: Estimated Costs - Corporation Yard

Component	Unit Type	No. of Units	Est. Cost per Unit ¹	Estimated Cost ²
Maintenance/Storage Building	Sq. Ft.	3,000	\$ 400.00	\$ 1,200,000
Site Development	Acres	5	\$ 75,000.00	\$ 375,000
Corporation Yard Site	Acres	5	\$ 63,000.00	\$ 315,000
Total Cost				\$ 1,890,000
New Development's Share of Cost (49.2%) ³				\$ 930,245

¹ Estimated costs provided by the City of Wildomar

² Estimated cost = number of units X estimated cost per unit

³ New development's share of cost = new development's share of buildout service population; see Tables 2.3 and 2.4

Allocation of Costs

As shown in Table 10.2 on the next page, the initial allocation of corporation yard costs to future development by development type is based on the percentage of future service population associated with each type of development. However, the costs allocated to the Public/Institutional development type, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below.

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 10.2 to single family and multi-family residential development, based on their relative shares of population.

The reallocated costs are used to calculate the impact fees. The effect is to increase the impact fees for residential development by about 12%.

Development Type	Dev Units ¹	Share of Svc Pop ²	Share of Cost ³	Realloc P/I Cost ⁴	Final Allocation ⁵
Residential, Single-Family	DU	42.1%	\$ 391,828	\$ 46,812	\$ 438,640
Residential, Multi-Family	DU	5.5%	\$ 51,213	\$ 6,119	\$ 57,332
Commercial	KSF	28.0%	\$ 260,143		\$ 260,143
Office	KSF	5.7%	\$ 52,747		\$ 52,747
Industrial/Business Park	KSF	13.0%	\$ 121,383		\$ 121,383
Public/Institutional	KSF	5.7%	\$ 52,931	\$ (52,931)	\$ 0
Totals		100.0%	\$ 930,245	\$ 0	\$ 930,245

¹ Units of development; DU = dwelling unit; KSF = 1,000 gross square feet of building area

² Added service population by development type as a percentage of total added service population; percentages based on data from Table 2.3

³ Share of facility cost = new development's share of facility cost from Table 10.1 X share of service population

⁴ Reallocated Public/Institutional costs; see discussion in text

⁵ Final allocation = share of cost + reallocated Public/Institutional cost

Impact Fees per Unit of Development

Table 10.3 shows the calculation of corporation yard impact fees per unit of development by development type. Those fees are calculated using the final allocated costs from Table 10.2, the added service population by development type from Table 2.3, and the service population per-unit factors from Table 2.1.

Table 10.3: Fees per Unit of Development - Corporation Yard

Development Type	Dev Units ¹	Final Allocation ²	Added Svc Pop ³	Cost per Capita ⁴	Svc Pop per Unit ⁵	Fee per Unit ⁶
Residential, Single-Family	DU	\$ 438,640	17,115	\$ 25.63	3.10	\$ 79.45
Residential, Multi-Family	DU	\$ 57,332	2,237	\$ 25.63	2.20	\$ 56.38
Commercial	KSF	\$ 260,143	11,363	\$ 22.89	2.33	\$ 53.34
Office	KSF	\$ 52,747	2,304	\$ 22.89	3.00	\$ 68.68
Industrial/Business Park	KSF	\$ 121,383	5,302	\$ 22.89	1.34	\$ 30.68
Public/Institutional	KSF	\$ 0	2,312	\$ 0.00	2.10	\$ 0.00

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Final cost allocation; see Table 10.2

³ Added service population; see Table 2.3

⁴ Cost per capita = final allocation / added service population

⁵ Service population per unit; see Table 2.1

⁶ Fee per unit of development = cost per capita X service population per unit

Projected Revenue

Potential revenue from the corporation yard impact fees calculated in this chapter can be projected by applying the fees per unit by development type from Table 10.3 to forecasted future units from Table 2.3. The results are shown in Table 10.4.

Table 10.4: Projected Revenue - Corporation Yard Impact Fees

Development Type	Dev Units ¹	Fee per Unit ²	Future Units ³	Projected Revenue ⁴
Residential, Single-Family	DU	\$ 79.45	5,521	\$ 438,643
Residential, Single-Family	DU	\$ 56.38	1,017	\$ 57,338
Commercial	KSF	\$ 53.34	4,877	\$ 260,139
Office	KSF	\$ 68.68	768	\$ 52,746
Industrial/Business Park	KSF	\$ 30.68	3,957	\$ 121,401
Public/Institutional	KSF	\$ 0.00	1,101	\$ 0
Total				\$ 930,268

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Fee per unit of development; see Table 10.3

³ Future units; see Table 2.3

⁴ Projected revenue = fee per unit X future units; this study assumes no fees will be collected from Public/Institutional development such as schools.

Impact fees calculated in this chapter are based on the future development's share of the cost of planned corporation yard facilities. Assuming that development occurs and facilities are constructed as anticipated in this study, the revenue projected in Table 10.4 would cover slightly less than half of the total facility cost shown in Table 10.1, provided that fees are adjusted periodically to keep pace with changes in land and construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust construction cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 11

Drainage Improvements

This chapter addresses impact fees for drainage improvements needed to serve future development in Wildomar. Wildomar's topography creates unique issues for the City's drainage system. Runoff from development on the slopes of eastern Wildomar has the potential to create severe impacts on relatively flat, low-lying downstream areas in the western part of the City, so an effective drainage system is a very high priority in planning for development.

The drainage improvements identified in this chapter are based on local collector lines identified in the three drainage master plans that cover the City:

- The Wildomar Master Drainage Plan
- The Sedco Master Drainage Plan
- The Murrieta Creek Master Drainage Plan

Cost estimates used in the impact fee calculations are based on the uncompleted portions of Wildomar's drainage system and have been updated to 2012. Those estimates do not include costs for which Riverside County collects Area Drainage Plan Fees.

The City has determined that there are no existing deficiencies in the drainage systems to be funded by the impact fees, so all of the improvements identified in this chapter are needed to serve future development.

Study Area

The study area for fees calculated in chapter is the entire study area defined in Chapter 2. The resulting fees are intended to apply to all future development in the study area.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated by allocating costs for a defined set of improvements to a defined set of land uses that will be served by the improvements. The drainage improvement projects identified in this chapter will be needed entirely as a result of future development, so the entire cost of those improvements is allocated to future development in the impact fee calculations.

Demand Variable

In this analysis, the demand for drainage improvements is measured by the amount of additional impervious surface area associated with various types of development. The addition of impervious surfaces like roofs, patios and driveways prevents storm water

from percolating into the soil and increases the runoff from a site. The increased runoff creates a need for additional capacity in the drainage system.

Level of Service

The level of service standard used to establish the need for drainage improvements in Wildomar is the return frequency of the design storm used to calculate system capacity requirements in the drainage master plans.

The Wildomar and Murrietta creek facilities consist of a variety of surface channels and underground reinforced concrete pipes of various sizes. The channels are all designed to carry the 100-year storm flow. All underground facilities are designed to carry the 10-year storm flow.

The Sedco Master Plan consists of surface channels and underground reinforced concrete pipe of various sizes. The underground portion of lines A, B, and C and any other underground facilities as described in the Master Plan are designed to convey the 10-year storm flow. All surface channels are designed to convey the 100-year storm flow.

Facility Costs

Table 11.1 summarizes the cost of drainage improvements used to calculate impact fees in this chapter.

Table 11.1: Drainage System Improvements

Drainage System Component	Estimated Cost ¹
Wildomar Master Drainage Plan	\$ 15,839,250
Sedco Master Drainage Plan	\$ 3,779,008
Murrieta Creek Master Drainage Plan	\$ 324,452
Total	\$ 19,942,710

¹ Detailed cost estimates are available from the City of Wildomar Public Works Department

Impervious Surface Area per Unit

Table 11.2, on the next page, shows estimates of average added impervious area (ISA) per unit of development for various types of development. The amount of ISA on a site varies substantially with the density of development, so the breakdown of residential development types shown in Table 11.2 is more detailed for other impact fees calculated in this report.

The information shown for each type of development in Table 11.2 includes the expected average units of development per acre, the square feet of ISA per unit, ISA as a percentage of site area, the number of future units expected, and the total ISA added. The estimated area of impervious surface per unit is higher in absolute terms for lower density residential development, but is lower as a percentage of site area. The total amount of added ISA from Table 11.2 is used in the calculation of impact fees.

Table 11.2: New Impervious Surface Area - Future Development

Development Type	Dev Units ¹	Avg Units per Acre ²	ISA SF per Unit ³	% Site New ISA ⁴	Future Units ⁵	Total New ISA ⁶
Residential Rural Mountainous	DU	0.1	4,500	1.6%	318	1,431,000
Residential Rural	DU	0.2	4,500	3.0%	40	180,000
Residential Estate Density	DU	0.5	4,500	6.9%	390	1,755,000
Residential Very Low Density	DU	1.0	4,250	12.6%	232	986,000
Residential Low Density	DU	1.5	4,000	23.0%	997	3,988,000
Residential Medium Density	DU	3.0	3,750	31.3%	2,910	10,912,500
Residential Med-High Density	DU	5.0	3,500	40.2%	634	2,219,000
Residential Very High Density	DU	17.0	2,200	85.9%	424	932,800
Residential Mixed Use Pl Area	DU	17.0	2,200	85.9%	593	1,304,600
Subtotal Residential					6,538	23,708,900
Commercial	Acre	1.0	39,204	90.0%	448	17,556,335
Office	Acre	1.0	39,204	90.0%	59	2,304,803
Business Park/Light Industrial	Acre	1.0	39,204	90.0%	260	10,175,006
Public Facilities	Acre	1.0	30,492	70.0%	84	2,569,561
Subtotal Non-Residential					850	32,605,705
Total Impervious Surface Area						56,314,605

¹ Units of development; DU = dwelling unit

² Estimated units of development per acre

³ Square feet of new impervious surface area (ISA) per unit of development estimated by Colgan Consulting

⁴ New impervious surface area as a percentage of site area

⁵ Future units of development; see Table 2.3 (detailed breakdown of residential development types by Colgan Consulting)

⁶ Total new impervious surface area

It should be noted that in Table 11.2, for purposes of estimating impervious surface area, acres are used as the units of development for the four categories of non-residential development. Elsewhere in this chapter and in the rest of the report, the units of development for non-residential development types are thousands of square feet (KSF) of building area.

Allocation of Costs

In Table 11.3, below, the total cost of drainage improvements from Table 11.2 is allocated to various types of development, based on their shares of the total impervious

surface area added by new development. However, the costs allocated to the Public/Institutional development category, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below.

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 11.3, to various categories of residential development, based on their relative shares of ISA. The reallocated costs are used to calculate the impact fees, and the effect is to increase the impact fees for residential development by about 11%.

Table 11.3: Allocation of Costs - Drainage System Improvements

Development Type	Share of New ISA ¹	Share of Cost ²	Realloc P/I Cost ³	Final Allocation ⁴
Residential Rural Mountainous	2.5%	\$ 506,761	\$ 54,922	\$ 561,683
Residential Rural	0.3%	\$ 63,743	\$ 6,908	\$ 70,652
Residential Estate Density	3.1%	\$ 621,499	\$ 67,358	\$ 688,857
Residential Very Low Density	1.8%	\$ 349,173	\$ 37,843	\$ 387,016
Residential Low Density	7.1%	\$ 1,412,272	\$ 153,061	\$ 1,565,333
Residential Medium Density	19.4%	\$ 3,864,447	\$ 418,827	\$ 4,283,274
Residential Med-High Density	3.9%	\$ 785,815	\$ 85,166	\$ 870,982
Residential Very High Density	1.7%	\$ 330,333	\$ 35,801	\$ 366,134
Residential Mixed Use Pl Area	2.3%	\$ 461,998	\$ 50,071	\$ 512,070
Commercial	31.2%	\$ 6,217,231		\$ 6,217,231
Office	4.1%	\$ 816,201		\$ 816,201
Industrial/Business Park	18.1%	\$ 3,603,278		\$ 3,603,278
Public/Institutional	4.6%	\$ 909,959	\$ (909,959)	\$ 0
Totals	100.0%	\$ 19,942,710	\$ 0	\$ 19,942,710

¹ Share of new ISA based on Total New ISA column in Table 11.2

² Share of improvement cost = total improvement cost from Table 11.1 X share of new ISA

³ Reallocated Public/Institutional costs; see discussion in text

⁴ Final allocation = share of cost + reallocated Public/Institutional cost

Impact Fees per Unit of Development

The calculation of impact fees per unit of development by development type is shown in Table 11.4. In this table, costs allocated to each development category in Table 11.3 are divided by the number of added units in the category to compute an impact fee per unit.

Table 11.4: Impact Fees per Unit of Development - Drainage

Development Type	Dev Units ¹	Final Allocation ²	Added Units ³	Fee per Unit ⁴
Residential Rural Mountainous	DU	\$ 561,683	318	\$ 1,766.30
Residential Rural	DU	\$ 70,652	40	\$ 1,766.30
Residential Estate Density	DU	\$ 688,857	390	\$ 1,766.30
Residential Very Low Density	DU	\$ 387,016	232	\$ 1,668.17
Residential Low Density	DU	\$ 1,565,333	997	\$ 1,570.04
Residential Medium Density	DU	\$ 4,283,274	2,910	\$ 1,471.92
Residential Med-High Density	DU	\$ 870,982	634	\$ 1,373.79
Residential Very High Density	DU	\$ 366,134	424	\$ 863.52
Residential Mixed Use Pl Area	DU	\$ 512,070	593	\$ 863.52
Commercial	KSF	\$ 6,217,231	4,877	\$ 1,274.81
Office	KSF	\$ 816,201	768	\$ 1,062.76
Industrial/Business Park	KSF	\$ 3,603,278	3,957	\$ 910.61
Public/Institutional	KSF	\$ 0	1,101	\$ 0.00

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross sq. ft. of bldg. area

² Final cost allocation; see Table 11.3

³ Added units by development type; see Table 11.2

⁴ Fee per unit of development = final cost allocation / added units

Projected Revenue

Potential revenue from the drainage impact fees calculated in this chapter can be projected by applying the fees per unit of development from Table 11.4 to forecasted future units. The results are shown in Table 11.5 on the next page.

Table 11.5: Projected Revenue - Drainage Impact Fees

Development Type	Dev Units ¹	Fee per Unit ²	Future Units ³	Projected Revenue ⁴
Residential Rural Mountainous	DU	\$ 1,766.30	318	\$ 561,683
Residential Rural	DU	\$ 1,766.30	40	\$ 70,652
Residential Estate Density	DU	\$ 1,766.30	390	\$ 688,857
Residential Very Low Density	DU	\$ 1,668.17	232	\$ 387,016
Residential Low Density	DU	\$ 1,570.04	997	\$ 1,565,333
Residential Medium Density	DU	\$ 1,471.92	2,910	\$ 4,283,274
Residential Med-High Density	DU	\$ 1,373.79	634	\$ 870,982
Residential Very High Density	DU	\$ 863.52	424	\$ 366,134
Residential Mixed Use Pl Area	DU	\$ 863.52	593	\$ 512,070
Commercial	KSF	\$ 1,274.81	4,877	\$ 6,217,231
Office	KSF	\$ 1,062.76	768	\$ 816,201
Industrial/Business Park	KSF	\$ 910.61	3,957	\$ 3,603,278
Public/Institutional	KSF	\$ 0.00	1,101	\$ 0
Total				\$ 19,942,710

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross sq. ft. of bldg. area

² Fee per unit of development; see Table 11.4

³ Future units; see Table 11.2

⁴ Projected revenue = fee per unit X future units

Impact fees calculated in this chapter are based on the cost of providing drainage improvements that are needed only to meet demand created by future development. Assuming that development occurs and improvements are constructed as anticipated in this study, the revenue projected in Table 11.5 would approximately cover the total facility cost shown in Table 11.1 if the fees are adjusted periodically to keep pace with changes in construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust facility cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 12

Multi-Purpose Trails Impact Fees

This chapter calculates impact fees for multi-purpose trails. Wildomar has an existing trail network and the City is developing plans to expand the existing network into an extensive system of multi-purpose trails. The trails in that system range from four-foot wide dirt wilderness trails in rural areas to ten-foot wide trails surfaced with decomposed granite in more urban areas.

The impact fees calculated in this report are intended to pay for no more than new development's proportionate share of the cost of future improvements to the trail system. The City must identify other fund sources to pay for the existing community's share of the cost of additional trail construction.

As discussed below, service population is used to represent the service demand created by development. This report estimates that the City is now about 50.8% built out in terms of service population, so new development's share of the cost of future trail improvements is approximately 49.2%.

Service Area

Fees addressed in this chapter are calculated for a single citywide service area encompassing the entire study area defined in Chapter 2. Those fees are intended to apply to all new development in the study area.

Demand Variable

In this chapter, service population is used in the impact fee calculations to represent service demand created by all types of development. That is the same variable used to calculate the Riverside County Trails Impact Fees currently being collected by the City. As discussed in Chapter 2, service population is a composite variable consisting of both resident population (representing residential development) and employees (representing non-residential development). The service population per-unit factors from Table 2.1 in Chapter 2 are used in Table 12.3 on page 12-4.

Level of Service

The City does not have an adopted level of service standard for trails. The level of service is implied in the plans being developed for the trail system, which is summarized in Table 12.1 on the next page.

In this case, the City has decided to base the impact fees only on new development's proportionate share of the cost of **future** trails, rather than on a share of the cost of the

entire trail system. The impact fees calculated in this chapter will not include any costs for existing trails. As a result, the impact fees will be slightly lower than the amount needed to maintain the existing level of service for trails, in terms of replacement cost per capita. The estimated average replacement cost per capita for existing trails (using existing service population) is \$219.00, while the impact fees are based on a per-capita cost of \$216.00.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated by allocating costs for a defined set of improvements to a defined set of land uses that will be served by the improvements. The improvement costs covered by the impact fees for multi-purpose trails are shown in the next section.

Facility Costs

Table 12.1 lists the existing and trail improvements and future trail improvements identified by the City Council for inclusion in a trails master plan that is currently under development. The cost used as the basis for the impact fee calculations is new development's proportionate share of the cost of future trails. That share is based on the ratio of added service population to total service population at buildout.

Table 12.2: Allocation of Costs - Multi-Purpose Trails

Development Type	Dev Units ¹	Share of Svc Pop ²	Share of Cost ³	Realloc P/I Cost ⁴	Final Allocation ⁵
Residential, Single-Family	DU	42.1%	\$ 3,700,224	\$ 442,069	\$ 4,142,293
Residential, Multi-Family	DU	5.5%	\$ 483,634	\$ 57,780	\$ 541,415
Commercial	KSF	28.0%	\$ 2,456,655		\$ 2,456,655
Office	KSF	5.7%	\$ 498,120		\$ 498,120
Industrial/Business Park	KSF	13.0%	\$ 1,146,280		\$ 1,146,280
Public/Institutional	KSF	5.7%	\$ 499,849	\$ (499,849)	\$ 0
Totals		100.0%	\$ 8,784,763	\$ 0	\$ 8,784,763

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Added service population by development type as a percentage of total added service population; percentages based on data from Table 2.3

³ Share of cost = new development cost from Table 12.1 X share of service population

⁴ Reallocated Public/Institutional costs; see discussion in text

⁵ Final allocation = share of cost + reallocated Public/Institutional cost

Allocation of Costs

As shown in Table 12.2 on the next page, the initial allocation of multi-purpose trails costs to future development by development type is based on the percentage of future service population associated with each type of development. However, the costs allocated to the Public/Institutional development category, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below.

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 12.2, to single family and multi-family residential development, based on their relative shares of population. The reallocated costs are used to calculate the impact fees, and the effect is to increase the impact fees for residential development by about 12%.

Table 12.2: Allocation of Costs - Multi-Purpose Trails

Development Type	Dev Units ¹	Share of Svc Pop ²	Share of Cost ³	Realloc P/I Cost ⁴	Final Allocation ⁵
Residential, Single-Family	DU	42.1%	\$ 3,700,224	\$ 442,069	\$ 4,142,293
Residential, Multi-Family	DU	5.5%	\$ 483,634	\$ 57,780	\$ 541,415
Commercial	KSF	28.0%	\$ 2,456,655		\$ 2,456,655
Office	KSF	5.7%	\$ 498,120		\$ 498,120
Industrial/Business Park	KSF	13.0%	\$ 1,146,280		\$ 1,146,280
Public/Institutional	KSF	5.7%	\$ 499,849	\$ (499,849)	\$ 0
Totals		100.0%	\$ 8,784,763	\$ 0	\$ 8,784,763

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Added service population by development type as a percentage of total added service population; percentages based on data from Table 2.3

³ Share of cost = new development cost from Table 12.1 X share of service population

⁴ Reallocated Public/Institutional costs; see discussion in text

⁵ Final allocation = share of cost + reallocated Public/Institutional cost

Impact Fees per Unit of Development

The calculation of impact fees per unit of development by development type is shown in Table 12.3 on the next page. Costs allocated to each type of development, from Table 12.2 are divided by the added service population for each development type to calculate a cost per capita. Then the cost per capita is multiplied by the service population per unit of development to arrive at a fee per unit.

Table 12.3: Fees per Unit of Development - Multi-Purpose Trails

Development Type	Dev Units ¹	Final Allocation ²	Added Svc Pop ³	Cost per Capita ⁴	Svc Pop per Unit ⁵	Fee per Unit ⁶
Residential, Single-Family	DU	\$ 4,142,293	17,115	\$ 242.03	3.10	\$ 750.28
Residential, Multi-Family	DU	\$ 541,415	2,237	\$ 242.03	2.20	\$ 532.46
Commercial	KSF	\$ 2,456,655	11,363	\$ 216.20	2.33	\$ 503.74
Office	KSF	\$ 498,120	2,304	\$ 216.20	3.00	\$ 648.59
Industrial/Business Park	KSF	\$ 1,146,280	5,302	\$ 216.20	1.34	\$ 289.70
Public/Institutional	KSF	\$ 0	2,312	\$ 0.00	2.10	\$ 0.00

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Final cost allocation; see Table 12.2

³ Added service population; see Table 2.3

⁴ Existing trails cost per capita = final allocation / added service population

⁵ Service population per unit; see Table 2.1

⁶ Fee per unit of development = cost per capita X service population per unit

Projected Revenue

Potential revenue from the in-lieu fees can be projected by applying the fees per unit from Table 12.3 to forecasted future units by development type from Table 2.3. The results are shown in Table 12.4.

Table 12.4: Projected Revenue - Multi-Purpose Trails

Development Type	Dev Units ¹	Fee per Unit ²	Future Units ³	Projected Revenue ⁴
Residential, Single-Family	DU	\$ 750.28	5,521	\$ 4,142,296
Residential, Single-Family	DU	\$ 532.46	1,017	\$ 541,512
Commercial	KSF	\$ 503.74	4,877	\$ 2,456,740
Office	KSF	\$ 648.59	768	\$ 498,117
Industrial/Business Park	KSF	\$ 289.70	3,957	\$ 1,146,343
Public/Institutional	KSF	\$ 0.00	1,101	\$ 0
Total				\$ 8,785,008

¹ Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

² Fee per unit of development; see Table 12.3

³ Future units; see Table 2.3

⁴ Projected revenue = fee per unit X future units; this study assumes no fees will be collected from Public/Institutional development such as schools.

Impact fees calculated in this chapter are based on new development's share of the cost of planned future multi-purpose trails. Assuming that development occurs and facilities are constructed as anticipated in this study, the revenue projected in Table 12.4 would equal approximately 49.2% of estimated future trail costs shown in Table 12.1.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust facility cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 13

Implementation

This chapter contains recommendations for adoption and administration of development impact fees based on this report. Statutory requirements for the adoption and administration of fees imposed as a condition of development approval are found in the Mitigation Fee Act (Government Code Sections 66000 *et seq.*). For implementation of fees in lieu of park land dedication, see the Quimby Act (Government Code Section 66477).

Adoption

The form in which development impact fees are enacted, whether by ordinance or resolution, should be determined by the City Attorney. Ordinarily, it is desirable that specific fee amounts be set by resolution to facilitate periodic adjustments.

Procedures for adoption of fees subject to the Mitigation Fee Act, including notice and public hearing requirements, are specified in Government Code Sections 66016 and 66018. It should be noted that Section 66018 refers to Government Code Section 6062a, which requires that the public hearing notice be published at least twice during the 10-day notice period.

Government Code Section 66017 provides that fees subject to the Mitigation Fee Act do not become effective until 60 days after final action by the governing body.

Actions establishing or increasing fees subject to the Mitigation Act require certain findings, as set forth in Government Code Section 66001 and discussed below and in Chapter 1 of this report.

Establishment of Fees. Pursuant to the Mitigation Fee Act (Section 66001(a)), when the City establishes fees to be imposed as a condition of development approval, it must make findings to:

1. Identify the purpose of the fee;
2. Identify the use of the fee; and
3. Determine how there is a reasonable relationship between:
 - a. The use of the fee and the type of development project on which it is imposed; and
 - b. The need for the facility and the type of development project on which the fee is imposed

Examples of findings that could be used for impact fees calculated in this study are shown below. The specific language of such findings should be reviewed and approved by the City Attorney.

Finding 1: Purpose of the Fee. The City Council finds that the purpose of the impact fees hereby enacted is to prevent new development from reducing the quality and availability of public services provided to residents of the City by requiring new development to contribute to the cost of additional capital assets needed to serve such development.

Finding 2: Use of the Fee. The City Council finds that revenue from the impact fees hereby enacted will be used to construct public facilities and pay for other capital assets needed to serve new development. Those public facilities and other assets are identified in the 2013 City of Wildomar Impact Fee Study prepared by Colgan Consulting Corporation.¹

Finding 3: Reasonable Relationship: Based on data and analysis presented in the 2013 City of Wildomar Impact Fee Study prepared by Colgan Consulting Corporation, the City Council finds that there is a reasonable relationship between:

- a. The use of the fees and the types of development projects on which they are imposed; and,
- b. The need for facilities and the types of development projects on which the fees are imposed.

Administration

The California Mitigation Fee Act (Government Code Sections 66000 et seq.) mandates procedures for administration of impact fee programs, including collection and accounting, reporting, and refunds. References to code sections in the following paragraphs pertain to the California Government Code.

Imposition of Fees. Pursuant to the Mitigation Fee Act (Section 66001(a)), when the City imposes an impact fee upon a specific development project, it must make essentially the same findings adopted upon establishment of the fees to:

1. Identify the purpose of the fee;
2. Identify the use of the fee; and
3. Determine how there is a reasonable relationship between:

¹ According to Gov't Code Section 66001 (a) (2), the use of the fee may be specified in a capital improvement plan, the General Plan, or other public documents that identify the public facilities for which the fee is charged. The findings recommended here identify this impact fee study as the source of that information.

- a. The use of the fee and the type of development project on which it is imposed;
- b. The need for the facility and the type of development project on which the fee is imposed

In addition, Section 66001 (b), requires that, at the time when an impact fee is imposed on a specific development project, the City make a finding to determine how there is a reasonable relationship between:

- c. The amount of the fee and the facility cost attributable to the development project on which it is imposed.

In addition, Section 66006 (f) provides that a local agency, at the time it imposes a fee for public improvements on a specific development project, "... shall identify the public improvement that the fee will be used to finance." In this case, the fees will be used to finance public facilities and other development-related capital expenditures identified in the 2013 City of Wildomar Impact Fee Study prepared by Colgan Consulting Corporation.

Section 66020 (d) (1) requires that the City, at the time it imposes an impact fee provide a written statement of the amount of the fee and written notice of a 90-day period during which the imposition of the fee can be protested. Failure to protest imposition of the fee during that period may deprive the fee payer of the right to subsequent legal challenge. Section 66022 (a) provides a separate procedure for challenging the establishment of an impact fee. Such challenges must be filed within 120 days of enactment.

The City should develop procedures for imposing fees that satisfy these requirements for findings and notice.

Collection of Fees. Section 66007 (a), provides that a local agency shall not require payment of fees by developers of residential projects prior to the date of final inspection or issuance of a certificate of occupancy, whichever occurs first. However, "utility service fees" (not defined) may be collected upon application for utility service. In a residential development project of more than one dwelling unit, Section 66007 (a) allows the agency to choose to collect fees either for individual units or for phases upon final inspection, or for the entire project upon final inspection of the first dwelling unit completed.

Section 66007 (b) provides two exceptions when the local agency may require the payment of fees from developers of residential projects at an earlier time: (1) when the local agency determines that the fees "will be collected for public improvements or facilities for which an account has been established and funds appropriated and for which the local agency has adopted a proposed construction schedule or plan prior to final inspection or issuance of the certificate of occupancy" or (2) the fees are "to reimburse the local

agency for expenditures previously made.” Statutory restrictions on the time at which fees may be collected do not apply to non-residential development.

In cases where the fees are not collected upon issuance of building permits, Subsections 66007 (c) (1) and (2) provide that the city may require the property owner to execute a contract to pay the fee, and to record that contract as a lien against the property until the fees are paid.

Earmarking and Expenditure of Fee Revenue. Section 66006 (a) mandates that fees be deposited “with other fees for the improvement” in a separate capital facilities account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the local agency, except for temporary investments and expend those fees solely for the purpose for which the fee was collected. Section 66006 (a) also requires that interest earned on the fee revenues be placed in the capital account and used for the same purpose.

The language of the law is not clear as to whether depositing fees “with other fees for the improvement” refers to a specific capital improvement or a class of improvements (e.g., street improvements). We are not aware of any city that has interpreted that language to mean that funds must be segregated by individual projects. As a practical matter, that approach is unworkable because it would mean that no pay-as-you-go project could be constructed until all benefiting development had paid the fees. Common practice is to maintain separate funds or accounts for impact fee revenues by facility category (i.e., streets, park improvements), but not for individual projects. We recommend that approach.

It is important that fee revenue be expended so as to provide a reasonable benefit to the development projects from which the fees are collected. Some fees in this report were calculated without knowing the specific locations of all facilities to be funded by the fees. The City should exercise caution in the expenditure of those fees to ensure that facilities are located in such a way as to serve the development projects from which the fees were collected.

Impact Fee Exemptions, Reductions, and Waivers. In the event that a development project is found to have no impact on facilities for which impact fees are charged, such project must be exempted from the fees. If a project has characteristics that indicate its impacts on a particular public facility or infrastructure system will be significantly and permanently smaller than the average impact used to calculate impact fees in this study, the fees should be reduced accordingly. Per Section 66001 (b) of the Mitigation Fee Act, there must be a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed. A fee reduction is required if the fee is not proportional to the impact of the development on relevant public facilities.

In some cases, the City may desire to voluntarily waive or reduce impact fees that would otherwise apply to a project to promote goals such as affordable housing or economic development. Such a waiver or reduction may not result in increased costs to other development projects, and are allowable only if the City offsets the lost revenue from other fund sources.

Credit for Improvements Provided by Developers. If the City requires a developer, as a condition of project approval, to dedicate land or construct facilities or improvements for which impact fees are charged, the impact fee imposed on that development project for that type of facility must be adjusted to reflect a credit for such dedication or construction. In the event a developer voluntarily offers to dedicate land, or construct facilities or improvements in lieu of paying impact fees, the City may accept or reject such offers, and may negotiate the terms under which such an offer would be accepted.

Credit for Existing Development. If a project involves replacement, redevelopment or intensification of previously existing development, impact fees should be applied only to the portion of the project which represents a net increase in demand for relevant City facilities, applying the measure of demand used in this study to calculate that particular impact fee. Where residential service demand is estimated on the basis of demand per dwelling unit, an addition to a dwelling unit would not be subject to an impact fee if it does not increase the number of dwelling units in the structure. In any project that results in a net increase in the number of dwelling units, the added units would normally be subject to impact fees. A similar analysis can be applied to non-residential development, using the measure of demand on which the impact fees are based.

Reporting. Section 66006 (b) (1) requires that once each year, within 180 days of the close of the fiscal year, the local agency must make available to the public the following information for each separate account established to receive impact fee revenues:

1. A brief description of the type of fee in the account (Section 66006 (b) (1) (A));
2. The amount of the fee;
3. The beginning and ending balance of the account or fund;
4. The amount of the fees collected and interest earned;
5. Identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the percentage of the cost of the public improvement that was funded with fees;
6. Identification of the approximate date by which the construction of a public improvement will commence, if the City determines sufficient funds have been collected to complete financing of an incomplete public improvement;
7. A description of each inter-fund transfer or loan made from the account or fund, including interest rates, repayment dates, and a description of the improvement on which the transfer or loan will be expended;

8. The amount of any refunds or allocations made pursuant to Section 66001, paragraphs (e) and (f).

That information must be reviewed by the City Council at its next regularly scheduled public meeting, but not less than 15 days after the statements are made public, per Section 66006 (b) (2).

Refunds. Prior to the adoption of Government Code amendments contained in SB 1693, a local agency collecting impact fees was required to expend or commit impact fee revenue within five years or make findings to justify a continued need for the money. Otherwise, those funds had to be refunded. SB 1693, adopted in 1996, changed that requirement in material ways.

Now, Section 66001 (d) requires that, for the fifth fiscal year following the first deposit of any impact fee revenue into an account or fund as required by Section 66006 (b), and every five years thereafter, the local agency shall make all of the following findings for any fee revenue that remains unexpended, whether committed or uncommitted:

1. Identify the purpose to which the fee will be put;
2. Demonstrate the reasonable relationship between the fee and the purpose for which it is charged;
3. Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements for which impact fees are to be used;
4. Designate the approximate dates on which the funding necessary to complete financing of those improvements will be deposited into the appropriate account or fund.

Those findings are to be made in conjunction with the annual reports discussed above. If such findings are not made as required by Section 66001, the local agency could be required to refund the moneys in the account or fund, per Section 66001 (d). Once the agency determines that sufficient funds have been collected to complete an incomplete improvement for which impact fee revenue is to be used, it must, within 180 days of that determination, identify an approximate date by which construction of the public improvement will be commenced (Section 66001 (e)). If the agency fails to comply with that requirement, it must refund impact fee revenue in the account according to procedures specified in Section 66001 (d).

Annual Update of the Capital Improvement Plan. Section 66002 (b) provides that if a local agency adopts a capital improvement plan to identify the use of impact fees, that plan must be updated annually by a resolution of the governing body at a noticed public hearing. The alternative, per Section 66001 (a) (2) is to identify improvements by applicable general or specific plans or in other public documents. We recommend that the City Council identify this study as the public document on which the use of the fees is based. In most cases, the CIP covers a limited number of years and may not include all improvements needed to serve future development covered by the impact fee study.

Indexing of Impact Fees. Impact fees calculated in this report assume the facilities in question will be constructed on a pay-as-you-go basis. Those fees are based on current cost estimates and should be adjusted annually to account for changes in cost levels. We recommend the *Engineering News Record* Building Cost Index (ENR-BCI) as the basis for indexing construction costs. Where land costs make up a significant portion of the costs covered by a fee, land costs should be adjusted separately, based changes in local land costs.

Imposition of Traffic Impact Fees

Some non-residential traffic impact fees in this report are calculated for broad categories of development, including Commercial and Industrial/Business Park development. Broad categories are used, because there is no way of knowing with any certainty the mix of specific development types that will arise within the range of uses allowed by the General Plan.

The trip generation rates used in the impact fee calculations are estimated average rates for those broad categories. However, those averages may not be well suited to every development project that falls within a particular category. When applying traffic impact fees to a particular non-residential development project, the City should consider whether the long-term traffic impacts of that project are reasonably reflected by the impact fees calculated in this chapter.

If the estimated trip generation rate for a specific development project is substantially higher or lower than the category average, a customized fee can be calculated using the cost per trip for that category from Table 3.3 in Chapter 3 of this report and the trip generation rate that best reflects the impacts of the project in question. If estimates of street improvement costs have been updated from the time this study was completed, the cost per trip should be adjusted accordingly.

Training and Public Information

Effective administration of an impact fee program requires considerable preparation and training. It is important that those responsible for collecting the fees, and for explaining them to the public, understand both the details of the fee program and its supporting rationale. It is important to pay close attention to handouts that provide information to the public regarding impact fees. Impact fees should be clearly distinguished from other fees, such as user fees for application processing, and the purpose and use of particular impact fees should be made clear.

Finally, anyone who is responsible for accounting, capital budgeting, or project management for projects involving impact fees must be fully aware of the restrictions placed on the expenditure of impact fee revenues. The fees recommended in this report are tied to specific improvements and cost estimates. Fees must be expended accordingly and the City must be able to show that funds have been properly expended.

Recovery of Study Costs

Colgan Consulting recommends that agencies charging impact fees increase the fees by a small percentage to recover the cost of periodically updating the fees.

One method that can be used for allocating the cost of fee study updates to impact fees is to divide the cost of the current study by the amount of revenue that will be generated by the impact fees before the fees will need to be updated. However, in light of uncertainty regarding the timing of an economic recovery, and the possibility that development may be unusually slow over the next five years, we believe that approach needs to be modified to take a longer view.

This report projects the total revenue in current dollars that will be collected through buildout of the City, assuming that development occurs as anticipated in the current General Plan.

The City anticipates that buildout will occur within approximately 20 years, and the impact fees will need to be recalculated about every five years. So over that period of time, the City would have to pay for three impact fee studies, in addition to this one. Using those assumptions, it is possible to calculate the City's average percentage cost of impact fee studies over the next 20 years. The actual calculation is shown in the Executive Summary at the beginning of this report.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: February 12, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Appeal of Minor Changes to Tentative Tract Map 25122 Appeal of Minor Changes - Planning Application No. 13-0120

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council:

1. Open the public hearing and take public testimony; and
2. Continue this agenda item to the March 12, 2014 City Council meeting.

BACKGROUND

The Planning Commission reviewed a request by C.V. Communities for a minor change to their approved tract map (TTM No. 25122) on January 15, 2014. The minor changes requested included the following items:

- 1) Reduce the number of approved developable lots from 102 to 98 lots (4-lot reduction).
- 2) Three of the four reduced lots (i.e., A, B-1 and B-2 along Palomar and McVicar Streets) will be converted to water quality basins to meet current enhanced regional water quality requirements. These basins will also reduce drainage by detaining water on-site.
- 3) Modify the tentative pad elevations by a differential of ± 4.9 feet to meet the requirements of the approved 2007 Conditional Letter of Map Revision (CLOMR) on the property.
- 4) Relocate the project entry on McVicar Street to the west to align with the future entry for proposed tract map to the north (TTM No. 32035), and away from northerly neighbor's existing driveway.
- 5) Add a 40-foot wide easement between lots number 16 & 17 for secondary emergency access into the northern portion of the tract.

- 6) Eliminate a storm drain easement between existing lots number 18 and 19.

After receiving staffs' presentation, public hearing discussion from the public and Commission discussion, the Planning Commission voted 3-0-2 (2 vacant seats) to adopt PC Resolution No. 14-01 approving the minor changes to Tentative Tract Map No. 25122 (Planning Application 13-0120), subject to the original conditions approved by Riverside County Board of Supervisors and one revised condition proposed by staff regarding indemnification.

On January 22, 2014, the City Clerk received an appeal of the Planning Commission's decision to approve minor changes to Tentative Tract Map No. 25122 (Planning Application No. 13-0120). The minor changes were approved by the Planning Commission at its January 15, 2014 meeting. The appeal came from Mr. Ray Johnson on behalf of the "Alliance for Intelligent Planning". A copy of the appeal application and reasons stated for the appeal are provided for Council review in Attachment A.

At this point, staff and the applicant (refer to Attachment B) are requesting additional time to evaluate the comments raised in the appeal letter and prepare responses. Therefore, staff is asking the Council to continue this agenda item to the March 12, 2014 meeting.

Submitted By:
Matthew C. Bassi
Planning Director

Approved By:
Gary Nordquist
City Manager

ATTACHMENTS

- A. Appeal Application from Alliance for Intelligent Planning
- B. Applicant Letter requesting a continuance

ATTACHMENT A

Appeal Application / Letter

RECEIVED

JAN 22 2014



WILDOMAR CITY CLERKS OFFICE

CITY OF WILDOMAR

Planning Department

23873 Clinton Keith Road, Suite #201

Wildomar, CA 92595

Tel. (951) 677-7751 Fax. (951) 698-1463

For office use only.

Project Account
Number

APPEALS APPLICATION

In accordance with City of Wildomar Municipal Code Section 17.192.070, an appeal may be filed within 10 days after the notice of decision is made on an associated application by the Planning Director or Planning Commission. The appeal application must be accompanied by the applicable fee deposit of \$964 as set forth in City of Wildomar Ordinance No. 671 along with the required Public Hearing Notice Label requirements.

APPEAL INFORMATION

Appeal of Application Case No(s):

Tentative Tract Map No. 25122 (PA 13-0121) and Tentative Tract Map No. 32078 (PA 13-0122)

Appealing the Decision of (specify Planning Director, Planning Director Hearing, or Planning Commission) and Decision Date:

Planning Commission on January 15, 2014

Project Address/Location

Located at the Southwest Corner of Palomar and McVicar Street & on the west side of Palomar Street approximately 1,500 feet south of McVicar Street

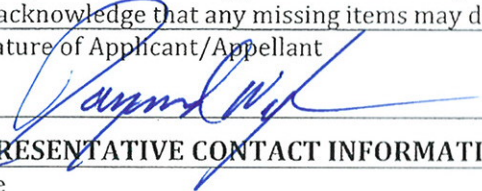
Assessor Parcel Number(s)

APN: 380-080-004; 380-080-012; 380-080-013; 380-080-014; 380-140-015; 380-080-008; 380-080-009; & 380-140-001

Description and Purpose of the Project The project applicant is modifying TTM 25122 and 32078, because the City of Wildomar Engineering Department found the final maps for TTN 25122 and 32078 did not substantially conform to the approved TTM 25122 and 32078. The purported "minor changes" to the TTM 25122 and 32078 are necessary before the final maps can be reviewed by the Wildomar City Council.

Please state the basis for the appeal and include any supporting evidence if applicable (please attach additional sheets if necessary). See comment letter attached.

APPLICANT/APPELLANT CONTACT INFORMATION

Name Raymond W. Johnson on behalf of Alliance for Intelligent Planning		
Mailing Address 26785 Camino Seco, Temecula, CA 92590		
Telephone (951) 506-9925	Fax (951) 506-9725	Email EsqAICP@WildBlue.net
I hereby authorize this application and certify that all filing requirements have been satisfied for my application. I also acknowledge that any missing items may delay the processing of my application.		
Signature of Applicant/Appellant 		Date January 21, 2014

REPRESENTATIVE CONTACT INFORMATION

Name Johnson & Sedlack		
Mailing Address 26785 Camino Seco, Temecula, CA 92590		
Telephone (951) 506-9925	Fax (951) 506-9725	Email EsqAICP@WildBlue.net

All communications concerning this request should be directed to the:

- ☐ Applicant
☒ Representative

PROPERTY OWNER INFORMATION AND PERMISSION

Name	
Mailing Address	
Telephone	Fax
Email	
I certify under the penalty of the laws of the State of California that I am the property owner of the property that is the subject matter of this application and I am authorizing to and hereby do consent to the filing of this application and acknowledge that the final approval by the City of Wildomar, if any, may result in restrictions, limitations and construction obligations being imposed on this real property. (If more properties or owners are involved please provide additional sheets.)	
Printed Name of Property Owner(s)	Printed Name of Property Owner(s)
Signature of Property Owner(s)	Signature of Property Owner(s)
Signature of Property Owner(s)	Signature of Property Owner(s)
<input type="checkbox"/> Check here if additional Property Owner Certifications are attached to this application.	

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@WildBlue.net

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

January 22, 2014

RECEIVED

JAN 22 2014

WILDOMAR CITY CLERKS OFFICE

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

**RE: Tentative Tract Maps 25122 and 32078 Minor Change, Agenda Items 2.1 and 2.2
(Planning Application Nos. 13-0121 and 13-0122)**

Greetings:

I submit these comments on behalf of concerned area residents and Alliance for Intelligent Planning concerning allegedly "minor changes" to Tentative Tract Maps Nos. 25122 and 32078, for which a development agreement with C.V. Communities for 102 single family homes on the TTM 25122 Property and 55 single family homes on the TTM 32078 Property were recently approved (the "Project").

Alliance for Intelligent Planning filed suit concerning the development agreement approval on January 6, 2014 under the California Environmental Quality Act ("CEQA")(Pub. Res. C. § 21000 *et seq.*) and the California Subdivision Map Act on the bases that TTM 25122 has expired and that additional environmental review was needed for this development as a result of changes in the circumstances under which the Project will be undertaken, its environmental impacts, and available information have occurred. (Title 14 Cal. Code Regs. § 15162-15164.) The actions sought by the Planning Application for "minor" changes today compound and elucidate the arguments previously made that new, supplemental, subsequent, or at least some additional environmental review pursuant to CEQA is needed for the Project.

First, environmental review has been improperly segmented, and potential impacts have been concealed and undisclosed, in violation of CEQA. This is particularly evident where the applicant has sought these changes less than a month after approval of the development agreement, which occurred on or about December 11, 2013. It is apparent that the applicant and City either knew or reasonably should have known or foreseen the need for these changes to the

Project and its circumstance. The proposed “minor changes” should have been disclosed with the proposed Development Agreement.

Second, these “minor changes” compound the argument that **changes to the Project’s environmental impacts will occur** which were not considered by the Project’s prior Mitigated Negative Declarations (MNDs). **Specifically, among other things, these “minor changes” would raise the pad elevations of TTM 25122 by an average of +4.9 feet and the pad elevations of TTM 32078 by an average of +2.1 feet.** To raise the pad elevations, the Project would require import of huge amounts of fill to the Project site and additional time and equipment during construction, specifically grading. By my calculations as an urban planner, **around 404,000 cubic yards of soil import would be needed**¹. Where one truck load may move up to 30 cubic yards, though usually less, between 11-and 15 cubic yards of soils, this amounts to between an additional **13,468 and 36,732 truck loads** hauling fill to the Project sites, and double that amount would be needed to account for total haul trips (one full truck in, one empty truck out)².

The potential impacts to construction air quality from these truck trips, dust and earthwork; traffic from up to 73,464 additional truck trips during construction; water quality; and noise caused by raising these pad elevations were not considered in the MNDs for these Tentative Tracts Maps. The source of the fill needed for the site is undisclosed, so the vehicle miles travelled by these trucks, and their potential air pollutant emissions, have likewise not been evaluated. The likely additional time needed for construction/ grading was not disclosed or evaluated. As a result of these potentially new and more significant construction impacts, new or additional environmental review was, and remains, absolutely essential.

Potential operational impacts from raising pad elevations to nearby properties were also not adequately evaluated, disclosed, or mitigated in the prior MNDs. Specifically, flooding impacts offsite and other impacts to hydrology and water quality were not considered where they are likely to occur through raising the Project site above current elevations. This potentially significant impacts was not evaluated in the prior MNDs; again new or additional environmental review is needed.

Other changes were similarly not disclosed or evaluated. For instance, the changes sought to TTM 25122 include converting three (3) lots into water quality basins to detain water onsite, and changed to TTM 32078 include eliminating a basin. Potential effects from these changes to onsite detention were not considered.

¹ Assumptions: 1 acre= 43,560 square feet, 1 cubic yard of soil= 27 cubic feet. TTM 25122 covers 44.22 acres, and elevations would be raised 4.9 feet. TTM 32078 covers 16.08 acres and would be raised 2.1 feet. I am unaware, as no evaluation was completed, of what proportion of these sites would be raised for pad elevations, so have assumed the entire sites will be raised. See also, http://mathcentral.uregina.ca/volume_calculator.

² e.g. <<http://www.cpuc.ca.gov/Environment/info/aspen/santafe/SFPP-EIR/initial/8-4.htm>> [assuming 12 cy truck]; <<http://www.calrecycle.ca.gov/swfacilities/cdi/Tools/Calculations.htm>>, <<http://www.cmsgsand.com/conversion.html>>, First Inland Logistics Center Final EIR, prepared by City of Moreno Valley (November 2013) Response to Comments <<http://www.moval.org/misc/filc-ii-feir.shtml>>

Third, the changes were the result of the Project site having been remapped by FEMA so that property and structures would be placed within a floodplain, and are required to meet the approved Conditional Letter of Map Revisions (CLOMRs) for the property. These **changed circumstances** and information *clearly* required new environmental review where they require the raising of pad elevations significantly, and result in potentially new or more significant construction and operational impacts. When the Development Agreement was approved, Alliance for Intelligent Planning commented that the CLOMRs were *not* included in the staff report for review and public comment. It now seems they were omitted to preclude disclosure of these changes to the public and decisionmakers.

It is important to note that CEQA was adopted as a disclosure and transparency document, the theory being that by providing a document that adequately describes the environmental consequences of a project to decision makers and the public, the decision makers will make a rational decision based upon the true environmental consequences of the project. If they do not, the electorate can hold them accountable for their decisions. The core of this statutory structure is the adequacy of the document as an informational document. It is clear here that CEQA's policies of information and disclosure have been subverted.

Fourth, there may be **new mitigation or alternatives available to reduce Project impacts** from raising the pad elevations and associated soils work and truck trips. For instance, requiring a certain percent of fill to be acquired locally would reduce air quality impacts from trucks vehicle miles travelled. A measure requiring roads be paved first would reduce dust onsite and noise from trucks. A mitigation measure requiring that the grading period be appropriately lengthened would reduce daily truck trips and emissions from soils work, reducing air quality effects. However, as no new CEQA review has been prepared, none of these potential new mitigation measures have been evaluated or considered.

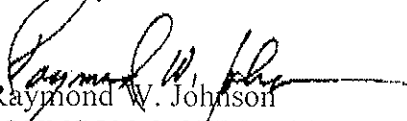
In sum, before these "minor changes" may be approved, new or additional CEQA review is *essential* for the reasons herein. There *have* been significant changes in the project, circumstances, information, and/or mitigation measures and alternatives which require new, subsequent, or supplemental CEQA review.

Fourth, the staff findings that changes to the Project and individual Tract Maps are "minor" are unsupported given the significance of the changes and their potential effects, for the reasons detailed above. There is no evidence that raising the pad elevations is merely a minor change.

Lastly, as TTM 25122 expired, changes to TTM 25122 should not be permitted. A new application for the Project, and new CEQA review, must be undertaken for this site.

Thank you for your consideration of these comments.

Sincerely,


Raymond W. Johnson
JOHNSON & SEDLACK

ATTACHMENT B

Applicant Letter requesting a continuance



February 5, 2014

Debbie Lee, City Clerk
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Re: Tract 25122 Minor Change (PA 13-0120)

Dear Ms. Lee:

CV Communities, LLC respectfully requests that City Council continue the hearing for the Tract 25122 Minor Change (PA 13-0120) to the March 12th council meeting so that we may continue to work with city staff to address the matters brought forward in the appeal of the planning commission decision.

Sincerely,

CV Communities, LLC

Adam C. Smith
Vice President

Cc: Matthew Bassi
Thomas Jex

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.2
PUBLIC HEARING
Meeting Date: February 12, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Appeal of Minor Changes to Tentative Tract Map 32078 Appeal of Minor Changes - Planning Application No. 13-0121

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council:

1. Open the public hearing and take public testimony; and
2. Continue this agenda item to the March 12, 2014 City Council meeting.

BACKGROUND

The Planning Commission reviewed a request by C.V. Communities for a minor change to their approved tract map (TTM No. 32078) on January 15, 2014. The minor changes requested included the following items:

- 1) Modifications to the approved lot numbers which have been re-ordered to create a better land plan.
- 2) Modify the pad elevation differential 2.2' average with an overall average pad change of +2.1'. The minor increase due in part to matching requirements of the approved CLOMR, and the need to match grades with neighboring tract 25122 as proposed.
- 3) The cul-de-sac at the basin has been eliminated.
- 4) Adjust the Palomar Road parkway section to match adjacent tracts to the north and south.
- 5) Eliminate the "basin" south of lot 20.

After receiving staffs' presentation, public hearing discussion from the public and Commission discussion, the Planning Commission voted 3-0-2 (2 vacant seats) to adopt PC Resolution No. 14-02 approving the minor changes to Tentative Tract Map No.

32078 (Planning Application 13-0121), subject to the original conditions approved by Riverside County Board of Supervisors and one revised condition proposed by staff regarding indemnification.

On January 22, 2014, the City Clerk received an appeal of the Planning Commission's decision to approve minor changes to Tentative Tract Map No. 32078 (Planning Application No. 13-0121). The minor changes were approved by the Planning Commission at its January 15, 2014 meeting. The appeal came from Mr. Ray Johnson on behalf of the "Alliance for Intelligent Planning". A copy of the appeal application and reasons stated for the appeal are provided for Council review in Attachment A.

At this point, staff needs additional time to evaluate the comments raised in the appeal letter and prepare responses. Therefore, staff is asking the Council to continue this agenda item to the March 12, 2014 meeting. At that meeting, staff will have formal responses to the comments raised in the appeal letter, and a formal recommendation.

Submitted By:
Matthew C. Bassi
Planning Director

Approved By:
Gary Nordquist
City Manager

ATTACHMENTS

- A. Appeal Application from Alliance for Intelligent Planning
- B. Applicant Letter requesting a continuance

ATTACHMENT A

Appeal Application / Letter

RECEIVED

JAN 22 2014



WILDOMAR CITY CLERKS OFFICE

CITY OF WILDOMAR

Planning Department

23873 Clinton Keith Road, Suite #201

Wildomar, CA 92595

Tel. (951) 677-7751 Fax. (951) 698-1463

For office use only.

Project Account
Number

APPEALS APPLICATION

In accordance with City of Wildomar Municipal Code Section 17.192.070, an appeal may be filed within 10 days after the notice of decision is made on an associated application by the Planning Director or Planning Commission. The appeal application must be accompanied by the applicable fee deposit of \$964 as set forth in City of Wildomar Ordinance No. 671 along with the required Public Hearing Notice Label requirements.

APPEAL INFORMATION

Appeal of Application Case No(s):

Tentative Tract Map No. 25122 (PA 13-0121) and Tentative Tract Map No. 32078 (PA 13-0122)

Appealing the Decision of (specify Planning Director, Planning Director Hearing, or Planning Commission) and Decision Date:

Planning Commission on January 15, 2014

Project Address/Location

Located at the Southwest Corner of Palomar and McVicar Street & on the west side of Palomar Street approximately 1,500 feet south of McVicar Street

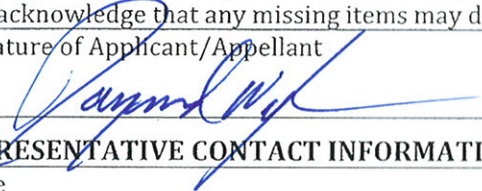
Assessor Parcel Number(s)

APN: 380-080-004; 380-080-012; 380-080-013; 380-080-014; 380-140-015; 380-080-008; 380-080-009; & 380-140-001

Description and Purpose of the Project The project applicant is modifying TTM 25122 and 32078, because the City of Wildomar Engineering Department found the final maps for TTN 25122 and 32078 did not substantially conform to the approved TTM 25122 and 32078. The purported "minor changes" to the TTM 25122 and 32078 are necessary before the final maps can be reviewed by the Wildomar City Council.

Please state the basis for the appeal and include any supporting evidence if applicable (please attach additional sheets if necessary). See comment letter attached.

APPLICANT/APPELLANT CONTACT INFORMATION

Name Raymond W. Johnson on behalf of Alliance for Intelligent Planning		
Mailing Address 26785 Camino Seco, Temecula, CA 92590		
Telephone (951) 506-9925	Fax (951) 506-9725	Email EsqAICP@WildBlue.net
I hereby authorize this application and certify that all filing requirements have been satisfied for my application. I also acknowledge that any missing items may delay the processing of my application.		
Signature of Applicant/Appellant 		Date January 21, 2014

REPRESENTATIVE CONTACT INFORMATION

Name Johnson & Sedlack		
Mailing Address 26785 Camino Seco, Temecula, CA 92590		
Telephone (951) 506-9925	Fax (951) 506-9725	Email EsqAICP@WildBlue.net

All communications concerning this request should be directed to the:

- ☐ Applicant
☒ Representative

PROPERTY OWNER INFORMATION AND PERMISSION

Name	
Mailing Address	
Telephone	Fax
Email	
I certify under the penalty of the laws of the State of California that I am the property owner of the property that is the subject matter of this application and I am authorizing to and hereby do consent to the filing of this application and acknowledge that the final approval by the City of Wildomar, if any, may result in restrictions, limitations and construction obligations being imposed on this real property. (If more properties or owners are involved please provide additional sheets.)	
Printed Name of Property Owner(s)	Printed Name of Property Owner(s)
Signature of Property Owner(s)	Signature of Property Owner(s)
Signature of Property Owner(s)	Signature of Property Owner(s)
<input type="checkbox"/> Check here if additional Property Owner Certifications are attached to this application.	

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@WildBlue.net

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

January 22, 2014

RECEIVED

JAN 22 2014

WILDOMAR CITY CLERKS OFFICE

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

**RE: Tentative Tract Maps 25122 and 32078 Minor Change, Agenda Items 2.1 and 2.2
(Planning Application Nos. 13-0121 and 13-0122)**

Greetings:

I submit these comments on behalf of concerned area residents and Alliance for Intelligent Planning concerning allegedly "minor changes" to Tentative Tract Maps Nos. 25122 and 32078, for which a development agreement with C.V. Communities for 102 single family homes on the TTM 25122 Property and 55 single family homes on the TTM 32078 Property were recently approved (the "Project").

Alliance for Intelligent Planning filed suit concerning the development agreement approval on January 6, 2014 under the California Environmental Quality Act ("CEQA")(Pub. Res. C. § 21000 *et seq.*) and the California Subdivision Map Act on the bases that TTM 25122 has expired and that additional environmental review was needed for this development as a result of changes in the circumstances under which the Project will be undertaken, its environmental impacts, and available information have occurred. (Title 14 Cal. Code Regs. § 15162-15164.) The actions sought by the Planning Application for "minor" changes today compound and elucidate the arguments previously made that new, supplemental, subsequent, or at least some additional environmental review pursuant to CEQA is needed for the Project.

First, environmental review has been improperly segmented, and potential impacts have been concealed and undisclosed, in violation of CEQA. This is particularly evident where the applicant has sought these changes less than a month after approval of the development agreement, which occurred on or about December 11, 2013. It is apparent that the applicant and City either knew or reasonably should have known or foreseen the need for these changes to the

Project and its circumstance. The proposed “minor changes” should have been disclosed with the proposed Development Agreement.

Second, these “minor changes” compound the argument that **changes to the Project’s environmental impacts will occur** which were not considered by the Project’s prior Mitigated Negative Declarations (MNDs). **Specifically, among other things, these “minor changes” would raise the pad elevations of TTM 25122 by an average of +4.9 feet and the pad elevations of TTM 32078 by an average of +2.1 feet.** To raise the pad elevations, the Project would require import of huge amounts of fill to the Project site and additional time and equipment during construction, specifically grading. By my calculations as an urban planner, **around 404,000 cubic yards of soil import would be needed**¹. Where one truck load may move up to 30 cubic yards, though usually less, between 11-and 15 cubic yards of soils, this amounts to between an additional **13,468 and 36,732 truck loads** hauling fill to the Project sites, and double that amount would be needed to account for total haul trips (one full truck in, one empty truck out)².

The potential impacts to construction air quality from these truck trips, dust and earthwork; traffic from up to 73,464 additional truck trips during construction; water quality; and noise caused by raising these pad elevations were not considered in the MNDs for these Tentative Tracts Maps. The source of the fill needed for the site is undisclosed, so the vehicle miles travelled by these trucks, and their potential air pollutant emissions, have likewise not been evaluated. The likely additional time needed for construction/ grading was not disclosed or evaluated. As a result of these potentially new and more significant construction impacts, new or additional environmental review was, and remains, absolutely essential.

Potential operational impacts from raising pad elevations to nearby properties were also not adequately evaluated, disclosed, or mitigated in the prior MNDs. Specifically, flooding impacts offsite and other impacts to hydrology and water quality were not considered where they are likely to occur through raising the Project site above current elevations. This potentially significant impacts was not evaluated in the prior MNDs; again new or additional environmental review is needed.

Other changes were similarly not disclosed or evaluated. For instance, the changes sought to TTM 25122 include converting three (3) lots into water quality basins to detain water onsite, and changed to TTM 32078 include eliminating a basin. Potential effects from these changes to onsite detention were not considered.

¹ Assumptions: 1 acre= 43,560 square feet, 1 cubic yard of soil= 27 cubic feet. TTM 25122 covers 44.22 acres, and elevations would be raised 4.9 feet. TTM 32078 covers 16.08 acres and would be raised 2.1 feet. I am unaware, as no evaluation was completed, of what proportion of these sites would be raised for pad elevations, so have assumed the entire sites will be raised. See also, http://mathcentral.uregina.ca/volume_calculator.

² e.g. <<http://www.cpuc.ca.gov/Environment/info/aspen/santafe/SFPP-EIR/initial/8-4.htm>> [assuming 12 cy truck]; <<http://www.calrecycle.ca.gov/swfacilities/cdi/Tools/Calculations.htm>>, <<http://www.cmsgsand.com/conversion.html>>, First Inland Logistics Center Final EIR, prepared by City of Moreno Valley (November 2013) Response to Comments < <http://www.moval.org/misc/filc-ii-feir.shtml>>

Third, the changes were the result of the Project site having been remapped by FEMA so that property and structures would be placed within a floodplain, and are required to meet the approved Conditional Letter of Map Revisions (CLOMRs) for the property. These **changed circumstances** and information *clearly* required new environmental review where they require the raising of pad elevations significantly, and result in potentially new or more significant construction and operational impacts. When the Development Agreement was approved, Alliance for Intelligent Planning commented that the CLOMRs were *not* included in the staff report for review and public comment. It now seems they were omitted to preclude disclosure of these changes to the public and decisionmakers.

It is important to note that CEQA was adopted as a disclosure and transparency document, the theory being that by providing a document that adequately describes the environmental consequences of a project to decision makers and the public, the decision makers will make a rational decision based upon the true environmental consequences of the project. If they do not, the electorate can hold them accountable for their decisions. The core of this statutory structure is the adequacy of the document as an informational document. It is clear here that CEQA's policies of information and disclosure have been subverted.

Fourth, there may be **new mitigation or alternatives available to reduce Project impacts** from raising the pad elevations and associated soils work and truck trips. For instance, requiring a certain percent of fill to be acquired locally would reduce air quality impacts from trucks vehicle miles travelled. A measure requiring roads be paved first would reduce dust onsite and noise from trucks. A mitigation measure requiring that the grading period be appropriately lengthened would reduce daily truck trips and emissions from soils work, reducing air quality effects. However, as no new CEQA review has been prepared, none of these potential new mitigation measures have been evaluated or considered.

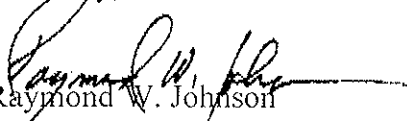
In sum, before these "minor changes" may be approved, new or additional CEQA review is *essential* for the reasons herein. There *have* been significant changes in the project, circumstances, information, and/or mitigation measures and alternatives which require new, subsequent, or supplemental CEQA review.

Fourth, the staff findings that changes to the Project and individual Tract Maps are "minor" are unsupported given the significance of the changes and their potential effects, for the reasons detailed above. There is no evidence that raising the pad elevations is merely a minor change.

Lastly, as TTM 25122 expired, changes to TTM 25122 should not be permitted. A new application for the Project, and new CEQA review, must be undertaken for this site.

Thank you for your consideration of these comments.

Sincerely,


Raymond W. Johnson
JOHNSON & SEDLACK

ATTACHMENT B

Applicant Letter requesting a continuance



February 5, 2014

Debbie Lee, City Clerk
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Re: Tract 32078 Minor Change (PA 13-0121)

Dear Ms. Lee:

CV Communities, LLC respectfully requests that City Council continue the hearing for the Tract 32078 Minor Change (PA 13-0121) to the March 12th council meeting so that we may continue to work with city staff to address the matters brought forward in the appeal of the planning commission decision.

Sincerely,

CV Communities, LLC

Adam C. Smith
Vice President

Cc: Matthew Bassi
Thomas Jex

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.3
PUBLIC HEARING
Meeting Date: February 12, 2014

TO: Mayor and Council Members

FROM: Dan York, Public Works Director

PREPARED BY: Matt Bennett, Deputy City Engineer

SUBJECT: Five-Year Capital Improvement Program (Fiscal Years 2013/14 to 2017/18) and Amend the Budget for Fiscal Year 2013/14

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FOR FISCAL YEARS 2013/14 TO 2017/18 AND AMENDING THE BUDGET FOR
FISCAL YEAR 2013/14

BACKGROUND:

The proposed City of Wildomar Capital Improvement Program (CIP) is a five-year planning tool that identifies anticipated capital improvements and their funding sources from fiscal years 2013/14 through 2017/18 (Attachment A). The CIP does not appropriate funds, but rather, it functions as a budgeting and planning tool which supports actual appropriations that are made through adoption of the budget.

On June 26, 2013, the City Council approved the Fiscal Year 2013/14 and 2014/15 revenues and expenditures for the operating budget. At that time appropriations were not approved for the CIP. The CIP was presented to the Planning Commission at its May 15, 2013 meeting and found to be consistent with the City's General Plan. Since then additional grant funding has been received; carry over balances confirmed; and, priorities and implementation of the prior year's projects and programs have been reviewed requiring an update to the CIP. The additional projects identified in the current CIP were presented to Planning Commission for General Plan consistency at its January 15th, 2014 and were found to be consistent with the City's General Plan.

This staff report summarizes the five-year funding strategy to fund capital improvements in the City of Wildomar. The expenditures shown for the first year of the CIP are consistent with the operating budget in fiscal year 2013/14 as adopted per Resolution. The subsequent four years are subject to change due to more detailed engineering

analysis becoming available, City Council direction on project priorities, updates to revenues, and changes in project costs. This is why the Five-Year CIP is updated annually. Table 1 summarizes the anticipated funding program over the five-year period, totaling approximately \$12.3 million.

Table 1
Programmed Funding by Fiscal Year

	Funding Available	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	FY13/18 Total	%
Measure A	\$1,062,260	\$487,000	\$502,000	\$517,000	\$533,000	\$549,000	\$3,650,260	30%
Air Quality (AB2766)	\$182,630	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$357,630	3%
TUMF	\$2,518,460	-	-	-	-	-	\$2,518,460	20%
Grants	\$3,524,035	\$77,500	\$100,000	-	-	-	\$3,701,535	30%
Master Drainage Zone 7	-	\$105,140	\$1,961,000	-	-	-	\$2,066,140	17%
Totals:	\$7,287,390	\$704,640	\$2,598,000	\$552,000	\$568,000	\$584,000	\$12,294,025	

CIP programs and projects are dedicated to enhancing accessibility and safety throughout the City by targeting various improvements. The Projects in the CIP are funded through a variety of federal, state and local funds and their costs are summarized in Table 2 below.

Table 2 - Capital Improvement Program Expenditures by Fiscal Year

CIP Programs/Projects	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	FY13/18 Total
Accessibility Improvements	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
Roadway Safety Improvements	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$200,000
Pavement Maintenance Prog.	\$550,000	\$160,000	\$120,000	\$255,075	\$300,000	\$1,385,075
Pavement Repair Program	\$66,000	\$35,000	\$35,000	\$35,000	\$35,000	\$206,000
Citywide Maintenance	\$127,000	\$127,000	\$127,000	\$127,000	\$127,000	\$635,000
Unpaved Roadway Program	\$126,315	\$126,315	\$35,000	\$35,000	\$35,000	\$357,630
Clinton Keith & Hidden Springs Signal Modification	\$110,000	-	-	-	-	\$110,000
Clinton Keith Road Overlay/ Slurry Seal	\$154,020	-	-	-	-	\$154,020
Malaga Road and Mission Trail Park *	-	\$100,000	-	-	-	\$100,000
Olive Street Cape Seal	\$77,500	-	-	-	-	\$77,500
Palomar Street (Mission Trail to Jefferson)	\$95,681	-	-	-	-	\$95,681
Clinton Keith Road Widening (I-15 to Copper Craft)	\$350,000	\$400,000	-	-	-	\$750,000
Bundy Canyon Road Widening (I-15 to Sunset Road)	\$250,000	\$947,779	\$475,000	-	-	\$1,672,779
Bundy Canyon Road Safety Improvements	\$19,000	\$233,200	-	-	-	\$252,200
George Ave Sidewalk Improvements (C.K. Road north to existing sidewalk) *	\$94,930	\$44,500	-	-	-	\$139,430
Sidewalk Safety Improvements (Grand Avenue)	\$425,530	-	-	-	-	\$425,530
Grand Ave & Clinton Keith Rd. Bike Paths *	\$24,600	\$924,900	-	-	-	\$949,500
Grand Ave Bike Paths - Corydon Road to Brown Middle School *	-	\$140,700	\$878,400	-	-	\$1,019,100
Sidewalk Safety Improvements (Reagan ES/Elsinore HS) Ph. 2	\$488,800	-	-	-	-	\$488,800
Collier Elementary School Sidewalk	\$125,000	-	\$378,900	-	-	\$503,900
Almond Street Sidewalk Project	\$243,700	-	-	-	-	\$243,700
Traffic Collision Record System	\$40,000	\$5,000	-	-	-	\$45,000
Master Plan of Drainage	\$100,000					\$100,000
Lateral C-1 (Zone 7 Master Drainage Facility along Rifa St.)	\$105,140	\$1,961,000	-	-	-	\$2,066,140
Public Works Cost Allocation (8% of Measure A Revenue)	\$38,960	\$40,160	\$41,360	\$42,640	\$43,920	\$207,040
TOTAL:	\$3,672,176	\$5,305,554	\$2,150,660	\$554,715	\$600,920	\$12,284,025

The City of Wildomar's CIP projects/programs and the associated funding/revenue sources are primarily financed by four sources—Measure A, Transportation Uniform Mitigation Fee, AB 2766, and Grants. Each is discussed in further detail in the following sections.

Measure A

In 1988, Riverside County voters approved Measure A, a half-cent sales tax increase to pay for transportation-related infrastructure improvements. Measure A funds five programs in Wildomar: Accessibility Improvements, Roadway Safety Improvements, Slurry Seal & Overlay Program, Roadway Improvements to Unpaved Roadways & Drainage, Citywide Maintenance. In Fiscal Year 2013/2014, Staff is proposing a one time expenditures for the continued development of a City of Wildomar Drainage Master Plan.

Transportation Uniform Mitigation Fee (TUMF)

TUMF are designated for transportation system improvements to address the impacts of new growth and growth on regional transportation infrastructure. Within the City's boundaries, Wildomar has three projects funded through TUMF: Clinton Keith Road Widening (I-15 to Copper Craft), Palomar Street Widening (Mission Trail to Jefferson), and Bundy Canyon Road Widening (I-15 to Sunset Road). The Clinton Keith/I-15 Interchange Improvements Project is shown in the CIP as TUMF funded, however the City does not directly receive TUMF funds for this project. Riverside County is the lead agency for this project, and the County reimburses the City for its project related costs.

AB 2766 (air quality)

AB 2766 provides for the collection of additional motor vehicle registration fees to fund various air pollution efforts. Wildomar only has one program under this funding classification, the Roadway Improvements to Unpaved Roadways & Drainage.

Grants

Wildomar's CIP includes projects which are funded by competitive grants secured in past years. These grant funds are Riverside County Transportation Commission Bicycle and Pedestrian Program (SB821), State of California Safe Routes to School (SR2S), Community Development Block Grant (CDBG), and Federal Safe Routes to School (SRTS).

FISCAL IMPACT:

The City of Wildomar's Five Year Capital Improvement Program consists of eighteen programs and projects totaling approximately \$12.3 million. All funds and expenditures identified beyond FY 2013/14 have no direct fiscal impact because the CIP is not a financial commitment by Council, but rather a planning and forecasting tool.

Submitted by:
Dan York
Public Works Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- A. Five-Year Capital Improvement Program
- B. Resolution Adopting Five-Year Capital Improvement Program and Amending The Budget For Fiscal Year 2013/14

ATTACHMENT A

February 12, 2014

City of Wildomar

Capital Improvement Program

Fiscal Year 2013/14 – 2017/18





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Introduction

The 2014-2018 Capital Improvement Program (CIP) describes transportation capital improvements planned by the City for the five-year period from Fiscal Year 2013-14 through Fiscal Year 2017-18 and sets forth a funding strategy for their implementation.

The CIP will be updated each year and presented to the City Council for consideration. The capital improvements listed in the CIP necessitate the expenditure of public funds over and above the City's annual operating expenditures.

As a multi-year program which includes forecasts of anticipated capital improvement expenditures, the CIP links the project development process with the fiscal planning process of the City. The expenditures shown for the first year of the CIP comprise the Capital Budget for the fiscal year (FY 13-14), which is recommended for adoption by resolution at this City Council meeting. Subsequent years are also included in the CIP, although these "future years" are subject to change due to more detailed engineering analysis becoming available, possible changes in priorities, updates or revisions to anticipated revenues, and/or changes in cost and funding projections.

The information included in the CIP is based on the best information available at the time the program was developed. A new five-year CIP will be submitted for consideration to the City Council each year with recommended adjustments to project budgets, funding sources, descriptions, and/or schedules. Financial information included in the CIP is shown in 2013 dollars.

The CIP includes all active transportation projects and programs and those expected to be undertaken during the coming five fiscal years. Specific projects and their scheduled completions are selected based upon:

- Implementation of the City's General Plan;
- Existing traffic patterns and associated improvement needs;
- Projected traffic patterns, based on assumptions regarding the quantity and location of expected development;
- The need to establish a coherent roadway network, with strategic connections that distribute traffic flows efficiently;
- Minimizing disruptions associated with construction activity;
- Availability of funding; and
- City Council direction.

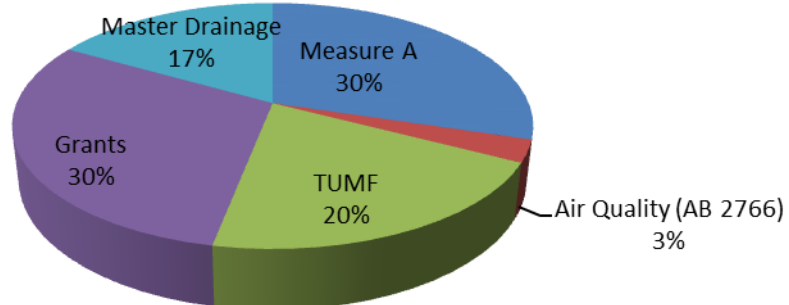


Five-Year CIP Funding Overview

Approximately \$12.3 million is planned to be invested on CIP programs and projects over the five-year planning horizon. A summary of the programmed funding for the CIP, by funding source and fiscal year, is shown in the table and pie chart below. Refer to the Funding Source Summaries section of the CIP for more detailed information regarding the specific funding sources.

Capital Improvement Program Fiscal Year 2013/14 through 2017/18								
Funding Source	Funding Available	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	FY 2013-17 TOTAL	%
Measure A	\$1,062,257	\$487,000	\$502,000	\$517,000	\$533,000	\$549,000	\$3,650,260	30%
Air Quality (AB 2766)	\$182,630	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$357,630	3%
TUMF	\$2,518,460	-	-	-	-	-	\$2,518,460	20%
Grants	\$3,524,035	\$77,500	\$100,000	-	-	-	\$3,701,535	30%
Master Drainage	-	\$105,140	\$1,961,000	-	-	-	\$2,066,140	17%
TOTAL	\$7,287,390	\$704,640	\$2,598,000	\$552,000	\$568,000	\$584,000	\$12,294,025	100

**CIP Funding Sources
FY 2013/14-2017/18**





Capital Improvement Program Document Organization

Wildomar's CIP is dedicated to enhancing accessibility and safety throughout the City by targeting various improvements relating to pedestrian accessibility, roadway safety, traffic signs, markings, and signals.

The CIP contains two sections:

- **Funding Source Summaries** - Information regarding key transportation funding sources utilized in the program, including how funds are generated, restrictions on use, and appropriations by fiscal year, historical use, and legislative references.
- **Ongoing Transportation Project and Program Summaries** - A description, funding plan, and schedule information for each annual transportation projects and program included in the CIP.

Each section above includes a separate table of contents.

CIP Funding Sources

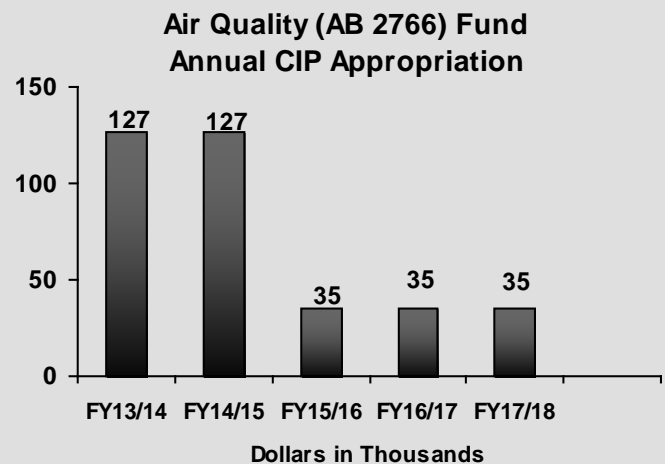
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Air Quality Fund (AB 2766)

Air Quality (AB 2766) fees are collected by the Department of Motor Vehicles and are subvented to the South Coast Air Quality Management District (AQMD) for the purpose of funding three programs: The Local Government Subvention Fund Program, The AQMD Program Fund, and The Discretionary Fund Program.

How are these funds used?

Air Quality funds may be utilized to fund expenditures relating to promoting alternative fueled vehicles, vehicle emissions abatement, land use strategies that reduce automobile trips and emissions, reducing single occupancy vehicle trips, traffic management and signal coordination, developing and/or installing bikeways, bike lockers/racks and other bicycle-related improvements, paving roads and shoulders, purchasing AQMD Rule 1186.1 compliant street sweepers, public education on options that reduce single occupancy vehicle trips, and other miscellaneous projects that reduce emissions.



What are the restrictions on the use of these funds?

Air Quality funds must be used for expenditures that meet the criteria and guidelines established by the California Air Resources Board (CARB).

What legislation governs the use of these funds?

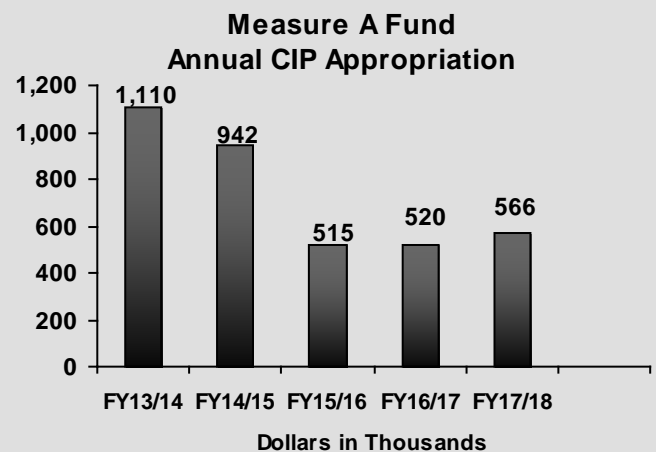
To protect public health, Assembly Bill 2766 was signed into law in September 1990 and added Section 44223 to the California Health and Safety Code.

Measure A Fund

Measure A Fund revenues are generated from a 20-year countywide one-half percent sales tax for transportation improvements approved by voters in 1988 and 2002. The program is administered by the Riverside County Transportation Commission (RCTC), who distributes the proceeds to jurisdictions within Riverside County via a population-based formula, with a specific amount to be spent on maintenance and a specific amount to be spent on capital improvements. The Measure A Ordinance requires recipients of Measure A funding to provide a five-year expenditure plan to the Commission on an annual basis.

How are these funds used?

Measure A funds are used to fund the City's ongoing transportation programs (Accessibility Improvements, Roadway Safety Improvements, Pavement Maintenance Program, Pavement Repair Program, Unpaved Roadway Program, and Citywide Maintenance).



What are the restrictions on the use of these funds?

Measure A funds must be spent on specific projects and programs as approved by voters in the original ballot measure. Modifications to the list can be made but such amendments must be approved by the RCTC.

What legislation governs the use of these funds?

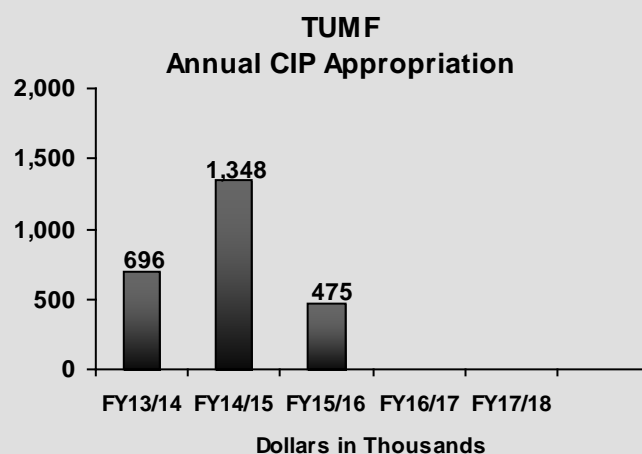
Local Transportation Authority and Improvement Act. (Public Utilities Code Division 19, Section 180000 et seq. added by Statutes of 1987, Chapter 786).

Transportation Uniform Mitigation Fee Program (TUMF)

Transportation Uniform Mitigation Fee program provides funds for Interchanges, Roads and Bridge facilities of major regional significance. Under the TUMF, developers of residential, industrial, and commercial property pay a development fee to fund transportation projects that will be required as a result of the growth that created through project development. The Western Riverside County Regional Transportation Uniform Mitigation Fee program is administered by the Western Riverside Council of Governments.

How are these funds used?

TUMF provides funding for Interchanges, Roads and Bridge facilities of major regional significance. In Wildomar, this includes Clinton Keith Road, Palomar Street, and Bundy Canyon Road Widening projects.



What are the restrictions on the use of these funds?

Use of funds is restricted to regional significant projects.

What legislation governs the use of these funds?

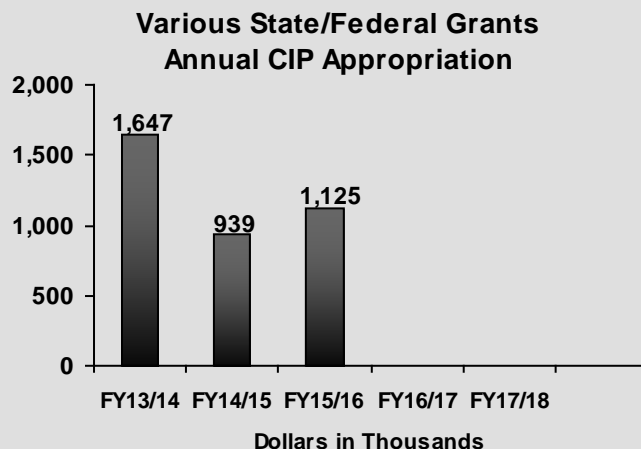
Riverside County adopted the Western Riverside County TUMF through Ordinance No. 824.

Various State/Federal Grants

Revenues for State and Federal Grants are generated through various grants received from Federal and State governments, or other government agencies. Each dollar spent from these grants must be accounted for and these funds may be audited to ensure that monies were spent for their intended purpose. Examples of grants for transportation projects include the Highway Safety Improvement Program (HSIP), Safe Routes to School (SR2S), Office of Traffic Safety (OTS), Community Development Block Grant (CDBG), and SB821 Bicycle and Pedestrian Facilities Program.

How are these funds used?

These various grants fund a variety of transportation improvements which will differ in terms of eligibility from grant to grant. Grant funded improvements include traffic signal modifications, signal lighting retrofits, and new curb, gutter, and sidewalk improvements throughout the City.



What are the restrictions on the use of these funds?

Use of funds is restricted to the specific project or purpose for which the grant was given.

What legislation governs the use of these funds?

There ordinance or legislation directing the use of state and federal grants varies depending on the type of grant. Granting agencies allocating funds to the City for capital projects administer any legal or administrative requirements specific to each grant.



Program and Project Summaries

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Wildomar Five-Year CIP:

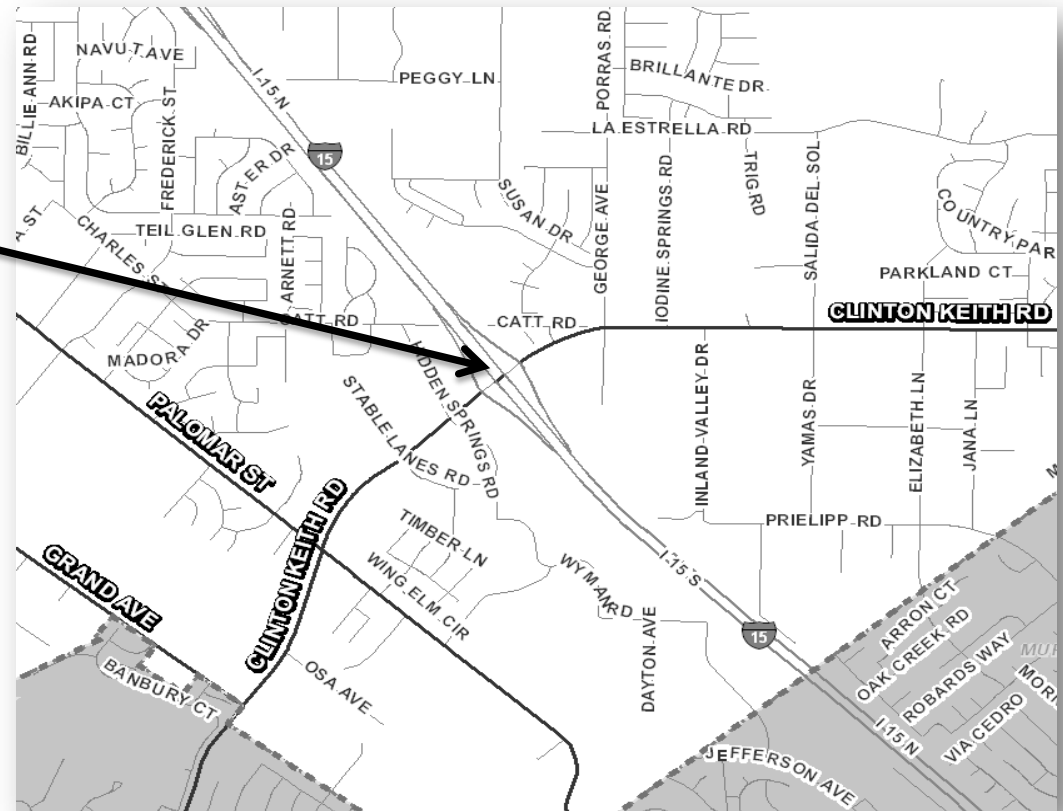
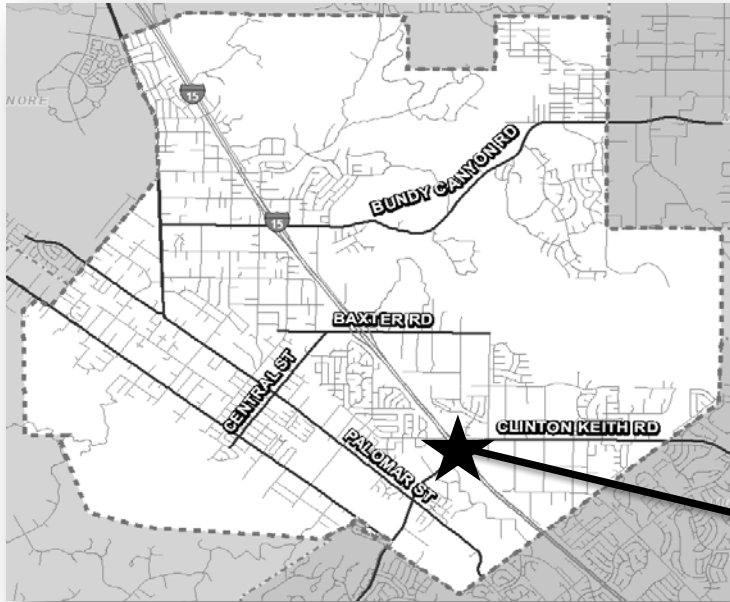
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Capital Improvement Projects Update

Fiscal Year 2013-2014

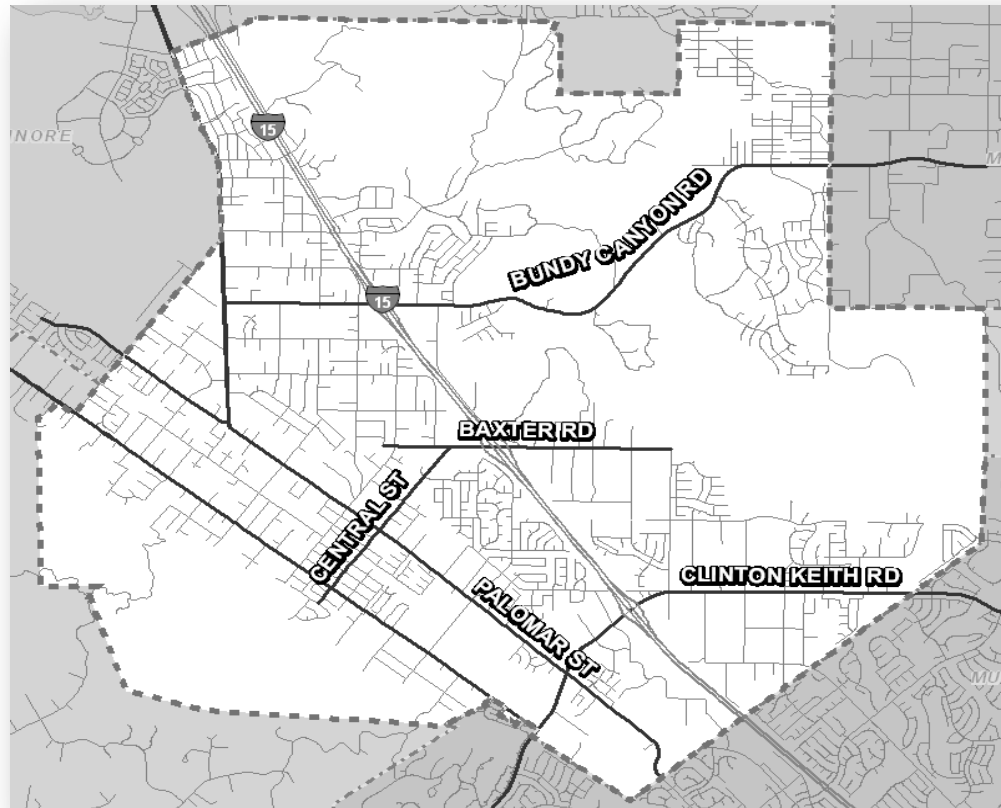
City of Wildomar
Capital Improvement Projects
Clinton Keith/I-15 Interchange



City of Wildomar
Capital Improvement Projects
Adopted Budget for Fiscal Year 2013-2014

Project Title:	Clinton Keith/I-15 Interchange	Department:	Public Works	CIP Category:	Streets		
		Fund Description:		Project No.:	CIP-0001		
Location:	Clinton Keith & I-15 Interchange	TUMF					
		Project Schedule					
Description of Improvements: The proposed project would widen the existing Clinton Keith Road overcrossing at I-15, reconstruct the interchange ramps, and add limited length auxiliary lanes on I-15 prior to and after the exit and entrance ramps.		PA & ED - Approval & Environmental:		Complete			
		PS & E - Preliminary Engineering:		Complete			
		ROW - Right of Way:		Complete			
		Construction:		Pending Final Acceptance			
Justification/Significance of Improvement: The proposed project improvements would reduce congestion along Clinton Keith Road in the vicinity of the interchange and improve traffic operations at the interchange.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right-of-Way (ROW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Costs	\$ 441,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Notes							
Total Project Specific Cost:	\$ 441,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Funding/Expenditure Source(s):							
TUMF 200-908-4500-52115	\$ 441,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Balance(s):	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	
TUMF							
Issued Reimbursement							
Remaining Reimbursement							
Review and Comments:							

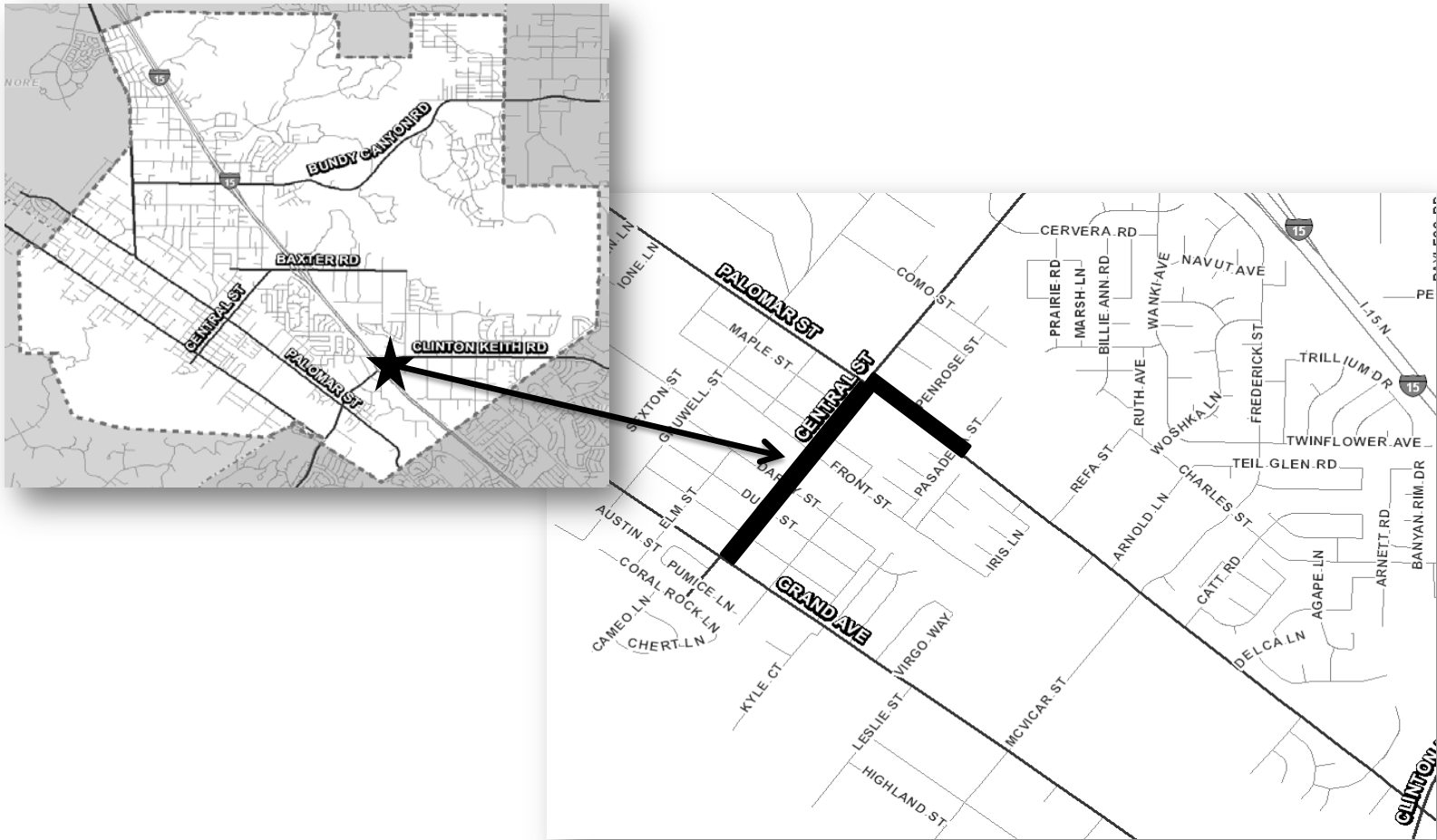
City of Wildomar
Capital Improvement Projects
Unpaved Roadway Program



City of Wildomar
Capital Improvement Projects
Adopted Budget for Fiscal Year 2013-2014

Project Title:	Unpaved Roadway Program	Department:	Public Works	CIP Category:	Streets		
		Fund Description:		Project No.:	CIP 09-0013		
Location:	City of Wildomar (multiple)	AB 2766 (Air Quality)					
		Project Schedule					
Description of Improvements: Improvements will provide unpaved road sections with an improved engineered surface material. Grading will be minimized by following the existing contours and may not correct all localized drainage flows. Minimal drainage improvements may be required. Sub-base will be re-compacted and graded to provide a solid, clean surface for the improved drive surface.		PA & ED - Approval & Environmental:					
		PS & E - Preliminary Engineering:					
		ROW - Right of Way:					
		Construction:					
Justification/Significance of Improvement: There are 3.5 miles of publicly maintained and 47 miles of privately maintained unpaved roads. The program improves these roads with a better drive surface. For private roads, the City will annually provide basic improvements and maintenance where residents have petitioned for improvement; willing to dedicate the street right-of-way (ROW); willing to provide long term funding for the maintenance. Where multiple requests exceed the available funding, petitions will be evaluated based on a series of priority measures and ranked in order of priority.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right-of-Way (ROW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Costs	\$ 13,590	\$ 126,315	\$ 126,315	\$ 35,000	\$ 35,000	\$ 35,000	\$ 357,630
Notes							
Total Project Specific Cost:	\$ 13,590	\$ 126,315	\$ 126,315	\$ 35,000	\$ 35,000	\$ 35,000	\$ 357,630
Funding/Expenditure Source(s):							
AB 2766 (Air Quality) 210-905-4500-52115	\$ 13,590	\$ 126,315	\$ 126,315	\$ 35,000	\$ 35,000	\$ 35,000	\$ 357,630
Review and Comments:							

City of Wildomar
Capital Improvement Projects
Safe Sidewalks to School Phase I - Wildomar/Reagan Elementary

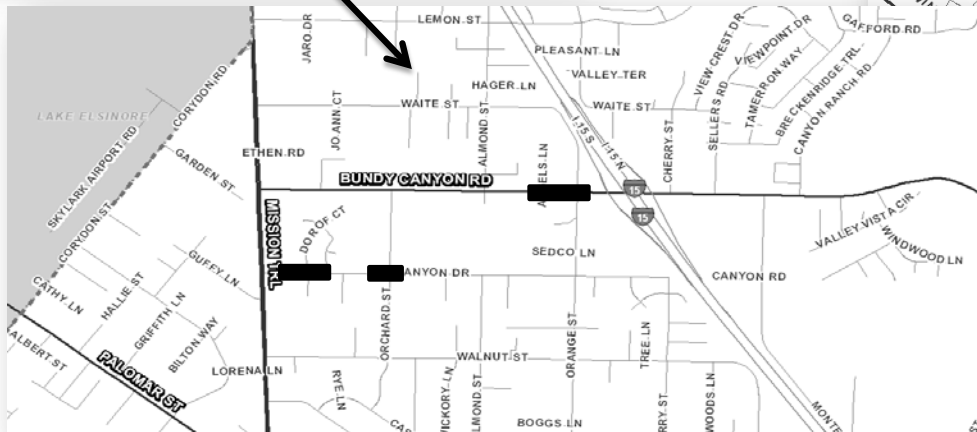
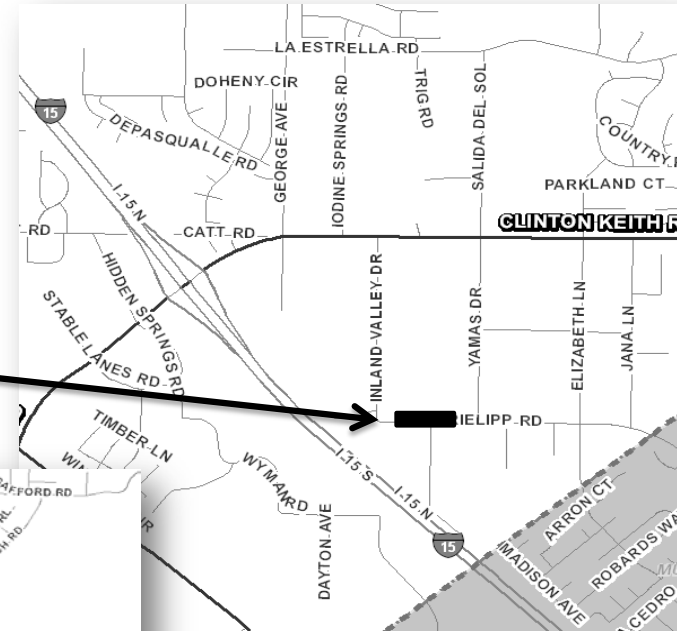
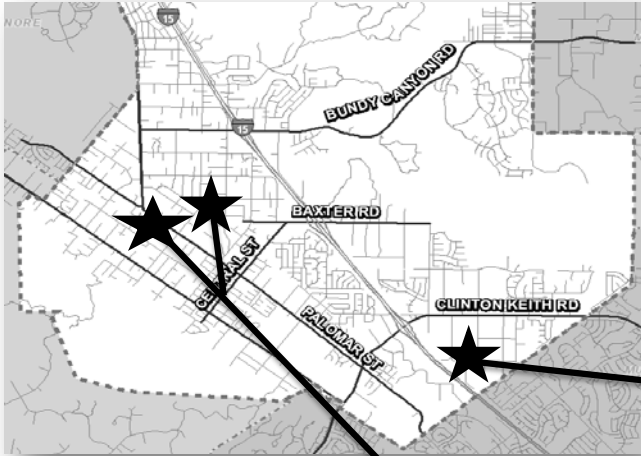


City of Wildomar
Capital Improvement Projects

Adopted Budget for Fiscal Year 2013-2014

Project Title:	Safe Sidewalks to School Phase I - Wildomar/Reagan Elementary	Department:	Public Works	CIP Category:	Sidewalks		
		Fund Description:	Project No.: CIP 09-0014				
Location:	Central St. (between Grand Ave. and Palomar St.), Palomar St. (between Central St. and Pasadena St.)	SB 821 Grants, SR2S Caltrans Grants					
Project Schedule							
Description of Improvements: The Wildomar Sidewalk Improvements to School Project constructs 1,900 feet of new curb, gutter, and sidewalks within the proximity of Wildomar Elementary School, along Central Street, Palomar Street, and Illinois Street. The completion of sidewalks on the proposed streets will encourage more students and residents to travel via the sidewalk, instead of using a vehicle. The project anticipates a 50-60% increase in students walking and/or bicycling to school.		PA & ED - Approval & Environmental:		Complete			
		PS & E - Preliminary Engineering:		Complete			
		ROW - Right of Way:		Complete			
		Construction:		Pending Final Acceptance			
Justification/Significance of Improvement: The Wildomar Sidewalk Improvements Project enhances new bike/pedestrian use by providing a continuous pedestrian infrastructure that is accessible, convenient and separated from motorized traffic. The proposed project enables more students and residents to walk and bike to school and other places of interest by closing gaps to existing sidewalks.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right-of-Way (ROW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Costs	\$ 69,500	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Notes							
Total Project Specific Cost:	\$ 69,500	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Funding/Expenditure Source(s):							
SB 821 Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SR2S Caltrans Grants 280-907-4500-52115	\$ 69,500	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Review and Comments:							

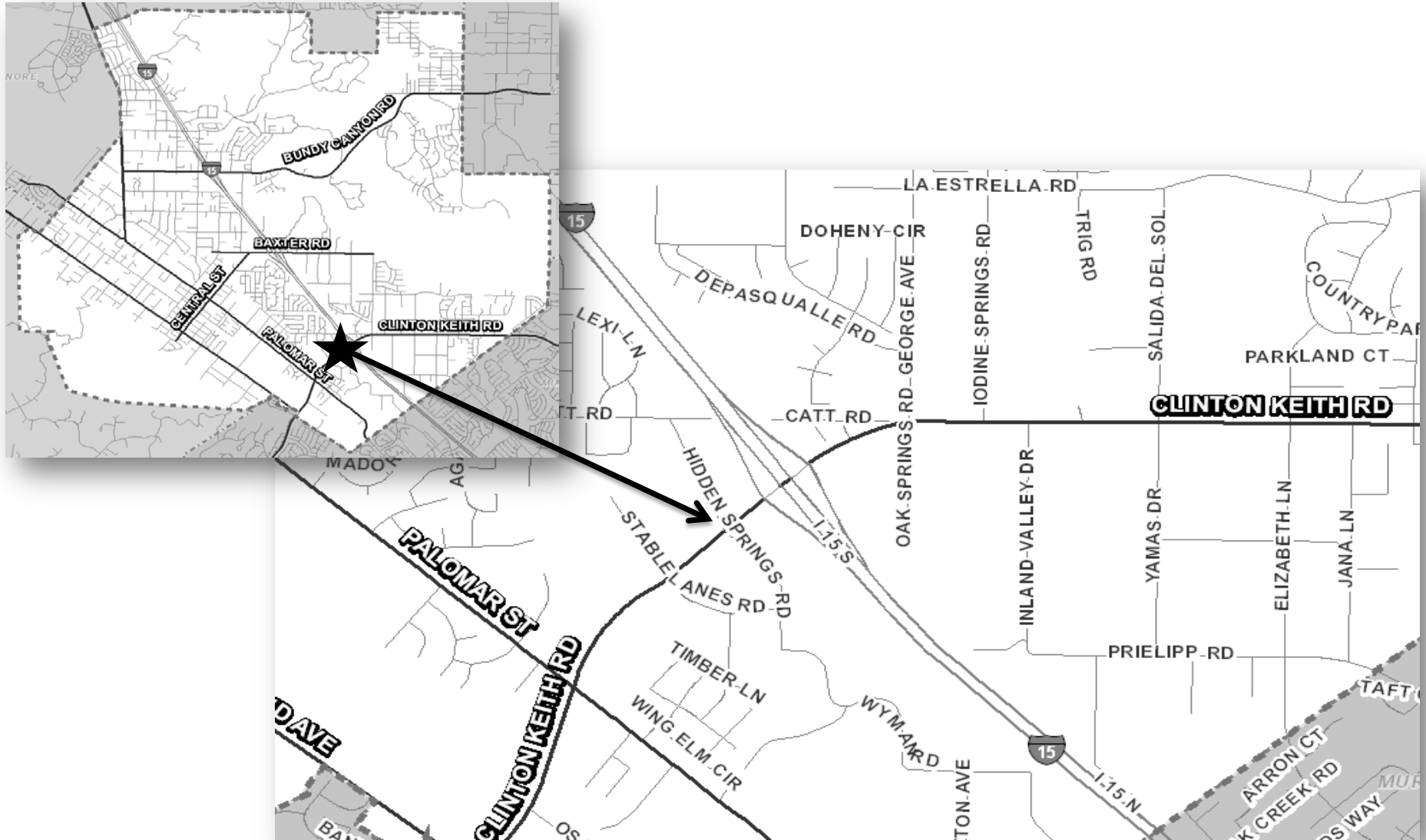
City of Wildomar
Capital Improvement Projects
Sidewalk Improvement Project Phase 2 - Ronald Reagan/Elsinore High



City of Wildomar
Capital Improvement Projects
Adopted Budget for Fiscal Year 2013-2014

Project Title:	Sidewalk Improvement Project Phase 2 - Ronald Reagan/Elsinore High	Department:	Public Works	CIP Category:	Sidewalks		
		Fund Description:	SB 821 Grants, SR2S Caltrans Grants	Project No.:	CIP-0016		
Location:	Prielipp Rd. (near Inland Valley Dr.), Canyon Dr. (east of Mission Trail and west of I-15), Bundy Canyon Rd. (north of Elsinore HS)						
Description of Improvements: The Wildomar Sidewalk Improvements to School Project constructs approximately 1,615 feet of sidewalk improvements along three roadway segments.		Project Schedule					
		PA & ED - Approval & Environmental:		Complete			
		PS & E - Preliminary Engineering:		Complete			
		ROW - Right of Way:		Complete			
		Construction:		Spring 2014			
Justification/Significance of Improvement: The Wildomar Sidewalk Improvements Project enhances new bike/pedestrian use by providing a continuous pedestrian infrastructure that is accessible, convenient and separated from motorized traffic. The proposed project enables more students and residents to walk and bike to school and other places of interest by closing gaps to existing sidewalks.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right-of-Way (ROW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ 488,800	\$ -	\$ -	\$ -	\$ -	\$ 488,800
Other Costs	\$ 71,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Notes							
Total Project Specific Cost:	\$ 71,450	\$ 488,800	\$ -	\$ -	\$ -	\$ -	\$ 488,800
Funding/Expenditure Source(s):							
SB 821 Grants 280-919-4500-52115	\$ 20,350	\$ 264,900	\$ -	\$ -	\$ -	\$ -	\$ 264,900
SR2S Caltrans Grants 280-918-4500-52115	\$ 51,100	\$ 223,900	\$ -	\$ -	\$ -	\$ -	\$ 223,900
Review and Comments:							

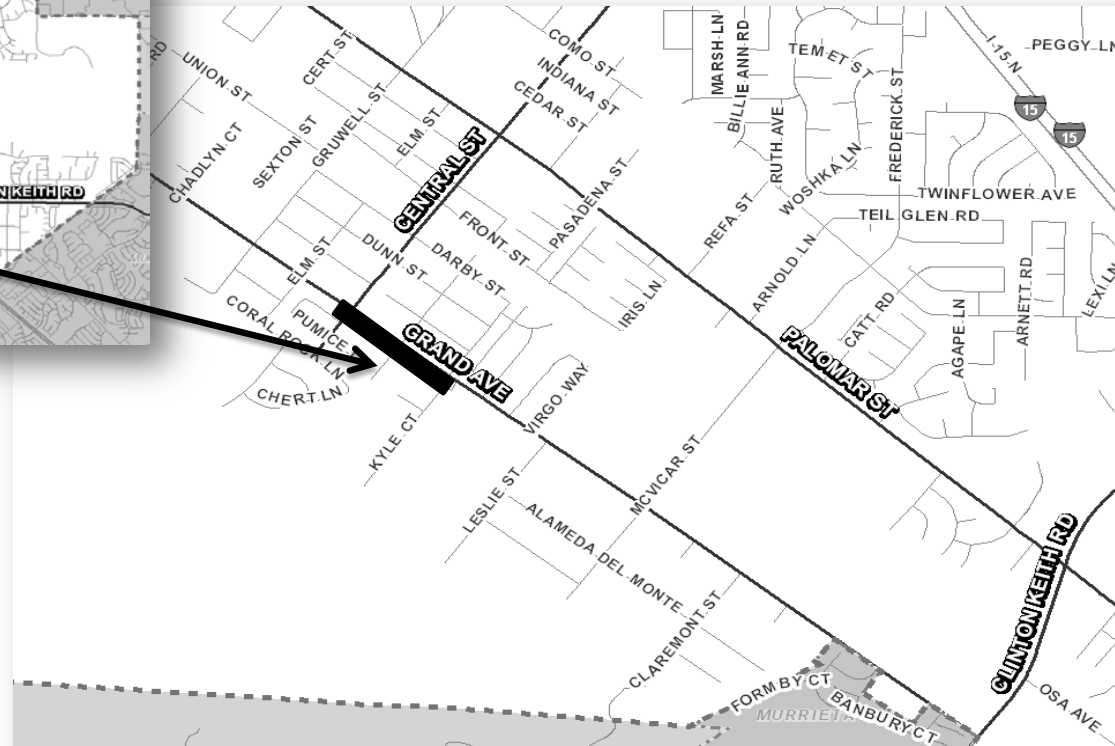
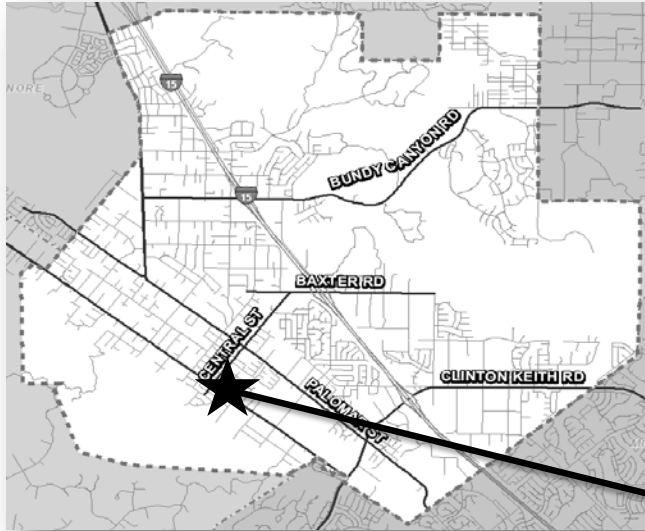
City of Wildomar
Capital Improvement Projects
Clinton Keith/Hidden Springs Traffic Signal Modification Project



City of Wildomar
Capital Improvement Projects
Adopted Budget for Fiscal Year 2013-2014

Project Title:	Clinton Keith/Hidden Springs Traffic Signal Modification Project	Department:	Public Works	CIP Category:	Traffic		
		Fund Description:		Project No.:	CIP-0017		
Location:	Clinton Keith & Hidden Springs Intersection	Measure A, STP/HSIP Grants					
		Project Schedule					
Description of Improvements: Traffic signal modifications provides protected left turn phase for traffic turning from southbound Hidden Springs Road to eastbound Clinton Keith Road; reconstruction of the curb ramp on the northwest corner; and prepare revised traffic signal timing.		PA & ED - Approval & Environmental:		Complete			
		PS & E - Preliminary Engineering:		Complete			
		ROW - Right of Way:		Complete			
		Construction:		Spring 2014			
Justification/Significance of Improvement: To provide protected left turn phase for traffic turning from southbound Hidden Springs Road to eastbound Clinton Keith Road							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right-of-Way (ROW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ 99,000	\$ -	\$ -	\$ -	\$ -	\$ 99,000
Other Costs	\$ 11,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Notes							
Total Project Specific Cost:	\$ 11,700	\$ 99,000	\$ -	\$ -	\$ -	\$ -	\$ 99,000
Funding/Expenditure Source(s):							
Measure A 201-921-4500-52115	\$ -	\$ 11,000	\$ -	\$ -	\$ -	\$ -	\$ 11,000
STP/HSIP Grants 280-921-4500-52115	\$ 11,700	\$ 99,000	\$ -	\$ -	\$ -	\$ -	\$ 99,000
Review and Comments: 							

City of Wildomar
Capital Improvement Projects
Grand Avenue Sidewalk Safety Improvements



City of Wildomar
Capital Improvement Projects
Adopted Budget for Fiscal Year 2013-2014

Project Title:	Grand Avenue Sidewalk Safety Improvements			Department:	Public Works	CIP Category:	Sidewalks
		Fund Description:		Project No.:		CIP-0018	
Location:	Grand Ave. (between Central St. and Pasadena St.)			SB 821 Grants, SR2S Caltrans Grants			
Project Schedule							
Description of Improvements: The Bike/Pedestrian Sidewalk Safety Improvement Project installs 1350 feet of sidewalk improvements.				PA & ED - Approval & Environmental:		Complete	
				PS & E - Preliminary Engineering:		Complete	
				ROW - Right of Way:		Complete	
				Construction:		Spring 2014	
Justification/Significance of Improvement: The Bike/Pedestrian Sidewalk Safety Improvement Project provides provides a continuous pedestrian infrastructure that is accessible, convenient and separated from motorized traffic. The project targets and benefits students from David Brown Middle School and Wildomar Elementary School, seniors from the Wildomar Senior Residential center, and nearby residents.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right-of-Way (ROW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ 425,530	\$ -	\$ -	\$ -	\$ -	\$ 425,530
Other Costs	\$ 13,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Notes							
Total Project Specific Cost:	\$ 13,300	\$ 425,530	\$ -	\$ -	\$ -	\$ -	\$ 425,530
Funding/Expenditure Source(s):							
SB 821 Grants 280-920-4500-52115	\$ 13,300	\$ 254,730	\$ -	\$ -	\$ -	\$ -	\$ 254,730
SR2S Caltrans Grants 280-920-4500-52115	\$ -	\$ 170,800	\$ -	\$ -	\$ -	\$ -	\$ 170,800
Review and Comments:							

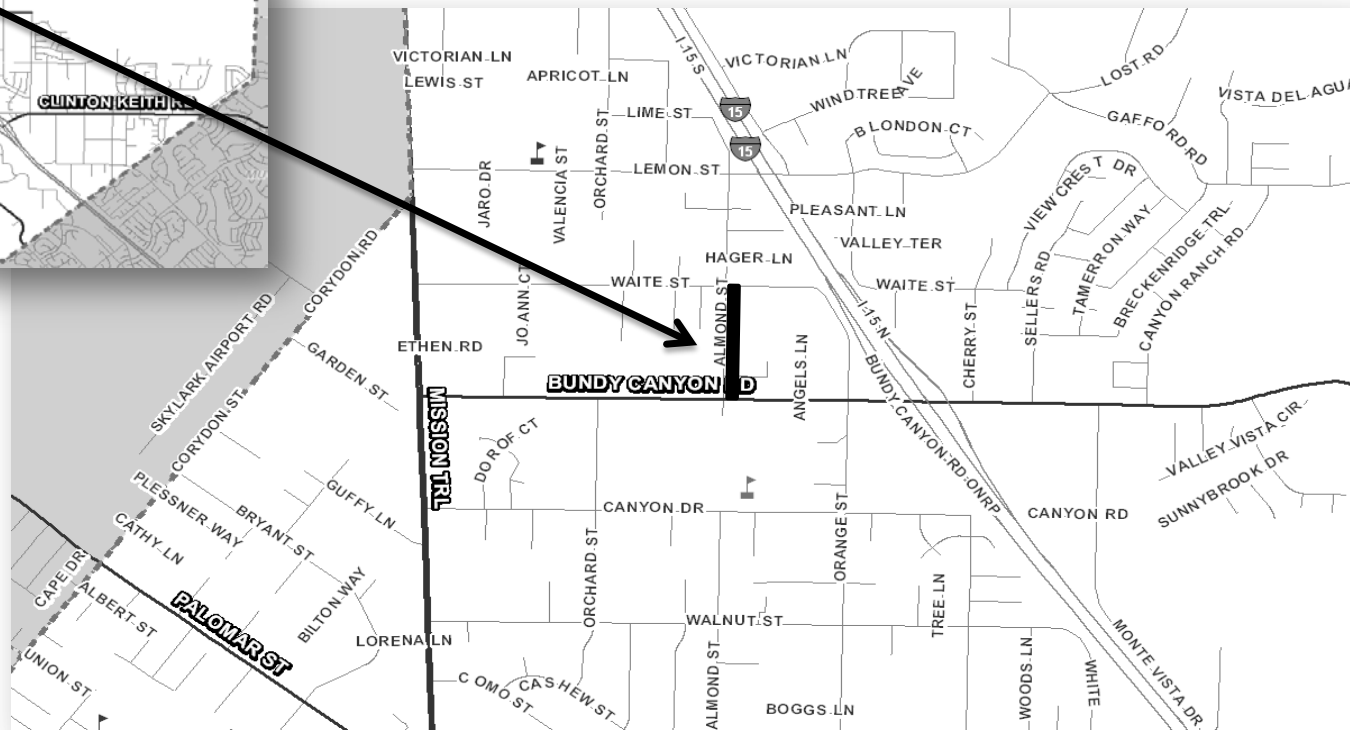
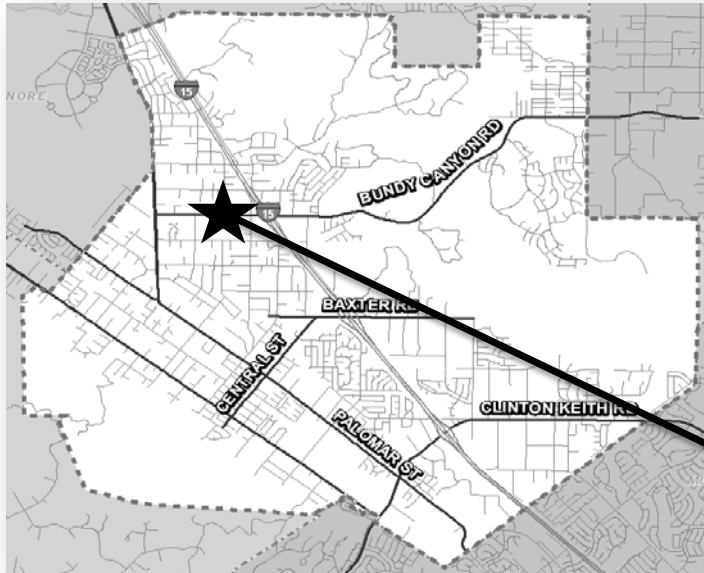
City of Wildomar
Capital Improvement Projects
Collier Elementary Sidewalk Project



City of Wildomar
Capital Improvement Projects
Adopted Budget for Fiscal Year 2013-2014

Project Title:	Collier Elementary Sidewalk Project	Department:	Public Works	CIP Category:	Sidewalks		
		Fund Description:		Project No.:	CIP-0019		
Location:	Collier Elementary School	Federal SR2S Caltrans Grants					
Project Schedule							
Description of Improvements: The project constructs new sidewalk on Union Street from Collier Elementary School to Corydon St. (727 feet) to close the gaps in the existing route to school. The project provides a crosswalk and curb ramp across Trailwood Court to the school's entrance. Additional crosswalk upgrades at Trailwood Court and Mayhall Dr. will complement the new route improvements, along with upgraded school xing legends and signs along Trailwood Court and Alderbrook Rd.		PA & ED - Approval & Environmental:		Winter 2014 - Spring 2014			
		PS & E - Preliminary Engineering:		Spring 2014			
		ROW - Right of Way:		Spring 2014			
		Construction:		Summer 2015			
Justification/Significance of Improvement: The Collier Elementary Sidewalk Project enhances new bike/pedestrian use by providing a continuous pedestrian infrastructure that is accessible, convenient and separated from motorized traffic. The proposed project enables more students and residents to walk and bike to school and other places of interest by closing gaps to existing sidewalks.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000
Right-of-Way (ROW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ 378,900	\$ -	\$ -	\$ 378,900
Other Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Notes							
Total Project Specific Cost:	\$ -	\$ 125,000	\$ -	\$ 378,900	\$ -	\$ -	\$ 503,900
Funding/Expenditure Source(s):							
Federal SR2S Caltrans 280-923-4500-52115	\$ -	\$ 125,000	\$ -	\$ 378,900	\$ -	\$ -	\$ 503,900
Review and Comments:							

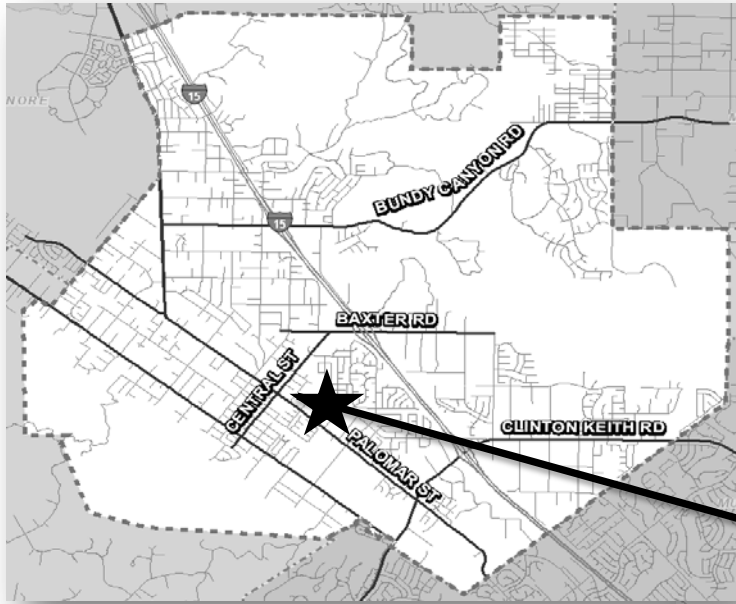
City of Wildomar
Capital Improvement Projects
Almond Street Sidewalk Project - Elsinore HS



City of Wildomar
Capital Improvement Projects
Adopted Budget for Fiscal Year 2013-2014

Project Title:	Almond Street Sidewalk Project - Elsinore HS			Department:	Public Works	CIP Category:	Sidewalks	
Location:	Almond St. (between Bundy Canyon Rd. and Waite St.)	Fund Description:		Measure A, SB 821 Grants		Project No.:	CIP-0020	
		Project Schedule						
Description of Improvements: The Almond Street Sidewalk Route Improvements to Elsinore High School Project constructs approximately 920 feet of new sidewalk in the City of Wildomar on Almond Street just north of Bundy Canyon Road to Waite Street, on the west side.				PA & ED - Approval & Environmental:		Winter 2014		
				PS & E - Preliminary Engineering:		Winter 2014		
				ROW - Right of Way:		Spring 2014		
				Construction:		Summer 2014		
Justification/Significance of Improvement: No sidewalk facilities are present on the either side of Almond Street between the proposed limits. Residents and Elsinore High students walk adjacent to a two lane roadway, on unpaved roadway shoulders, and directly on Almond Street along moving vehicles. Students and residents are walking less than five feet from motorized traffic traveling at 25-30 mph.								
Fiscal Year Ending June 30								
Project Expenditures/Costs:		Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering		\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ 35,000
Right-of-Way (ROW)		\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Construction		\$ -	\$ -	\$ 182,000	\$ -	\$ -	\$ -	\$ 182,000
Other Costs		\$ -	\$ 11,700	\$ -	\$ -	\$ -	\$ -	\$ 11,700
Notes								
Total Project Specific Cost:		\$ -	\$ 61,700	\$ 182,000	\$ -	\$ -	\$ -	\$ 243,700
Funding/Expenditure Source(s):								
Measure A	201-922-4500-52115	\$ -	\$ 85,300	\$ -	\$ -	\$ -	\$ -	\$ 85,300
SB 821 Grants	280-922-4500-52115	\$ -	\$ 158,400	\$ -	\$ -	\$ -	\$ -	\$ 158,400
Review and Comments:								

City of Wildomar
Capital Improvement Projects
Lateral C-1



City of Wildomar
Capital Improvement Projects
 Adopted Budget for Fiscal Year 2013-2014

Project Title:	Lateral C-1	Department:	Public Works	CIP Category:	Stormwater		
		Fund Description:		Project No.:	CIP-0023		
Location:	Lateral C-1 (along Refa St., between Palomar St. and Charles St.)	RCFC Master Plan of Drainage Fund					
		Project Schedule					
Description of Improvements: Install 500 feet of 66" RCP in Charles St. and 1900 feet of 84" RCP in Refa to the existing trapezoidal channel at Palomar.		PA & ED - Approval & Environmental:		MND Complete			
		PS & E - Preliminary Engineering:		Spring 2014			
		ROW - Right of Way:		Spring 2014 - Summer 2014			
		Construction:		Spring 2015 - Summer 2015			
Justification/Significance of Improvement: Complete Lateral C-1 of the Riverside County Flood Control (RCFC) facility within the Wildomar Master Plan of Drainage.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ 73,600	\$ -	\$ -	\$ -	\$ -	\$ 73,600
Right-of-Way (ROW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ 1,961,000	\$ -	\$ -	\$ -	\$ 1,961,000
Other Costs	\$ -	\$ 31,540	\$ -	\$ -	\$ -	\$ -	\$ 31,540
Notes							
Total Project Specific Cost:	\$ -	\$ 105,140	\$ 1,961,000	\$ -	\$ -	\$ -	\$ 2,066,140
Funding/Expenditure Source(s):							
RCFC Master Plan of D 280-932-4500-52115	\$ -	\$ 105,140	\$ 1,961,000	\$ -	\$ -	\$ -	\$ 2,066,140
Review and Comments:							

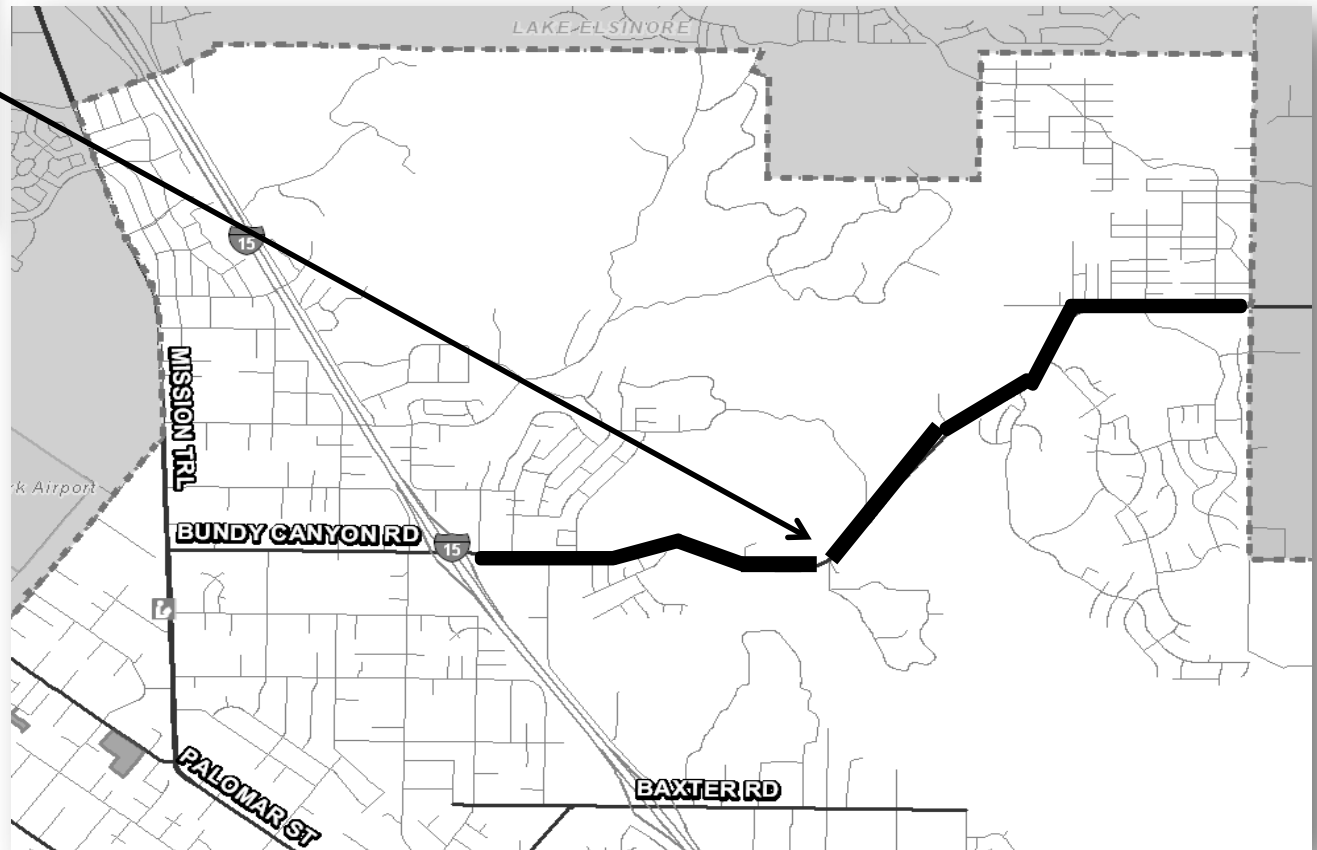
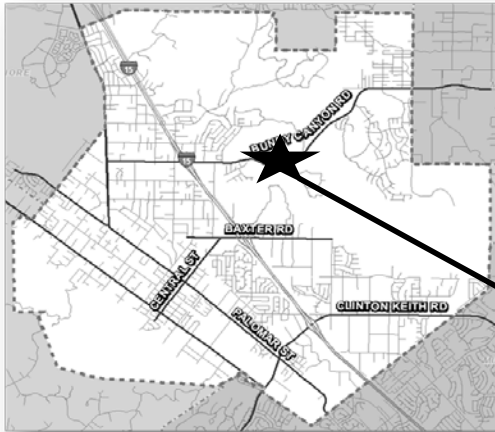
City of Wildomar
Capital Improvement Projects
Clinton Keith Road Widening



City of Wildomar
Capital Improvement Projects
 Adopted Budget for Fiscal Year 2013-2014

Project Title:	Clinton Keith Road Widening	Department:	Public Works	CIP Category:	Streets		
		Fund Description:		Project No.:	CIP-0025		
Location:	Clinton Keith Rd. (from I-15 to Copper Craft)	TUMF					
		Project Schedule					
Description of Improvements: This project only includes the design of the proposed improvements. Clinton Keith Rd. will be improved to an ultimate 152' R/W road within district standards. 6 lanes from I-15 to Elizabeth Lane and 4 lanes from Elizabeth Lane to easterly City limit. Sidewalks will be improved by adjacent developments.		PA & ED - Approval & Environmental:		MND Complete			
		PS & E - Preliminary Engineering:		Spring 2013 - Spring 2014			
		ROW - Right of Way:		Dependant Upon Funding			
		Construction:		Dependant Upon Funding			
Justification/Significance of Improvement: To improve Clinton Keith Rd. to regional standards and to complete the City's Circulation Element.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ 350,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 750,000
Right-of-Way (ROW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Costs	\$ 27,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Notes							
Total Project Specific Cost:	\$ 27,650	\$ 350,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 750,000
Funding/Expenditure Source(s):							
TUMF 200-913-4500-52115	\$ 27,650	\$ 350,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 750,000
Grant Balance(s):	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	
TUMF							
Issued Reimbursement							
Remaining Reimbursement							
Review and Comments:							

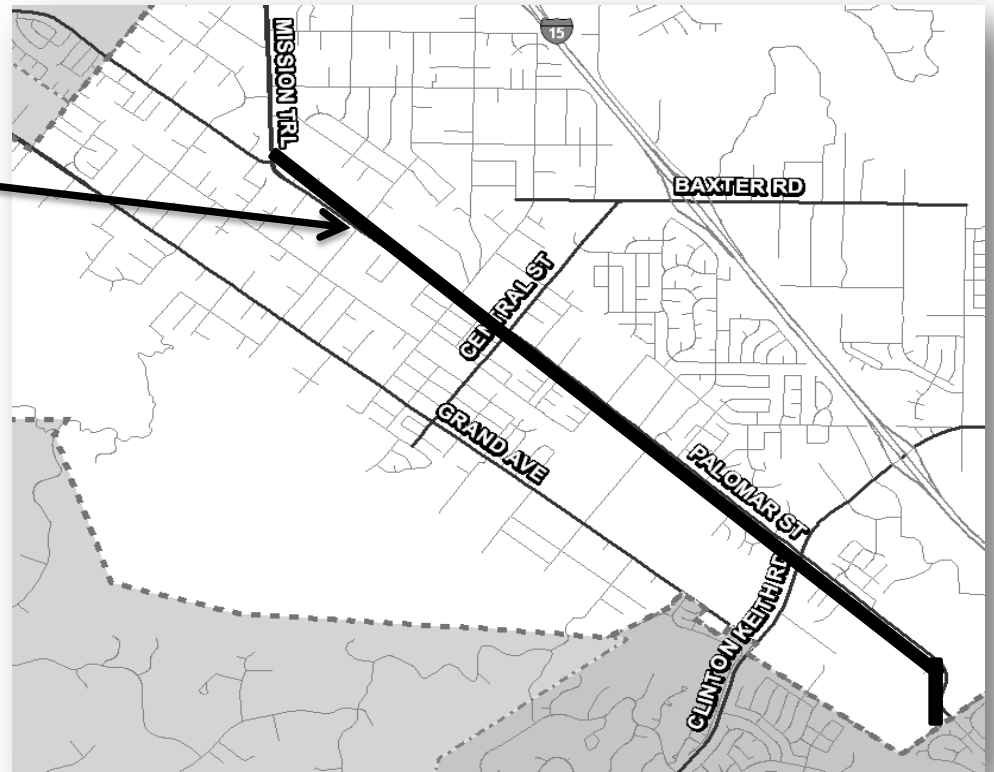
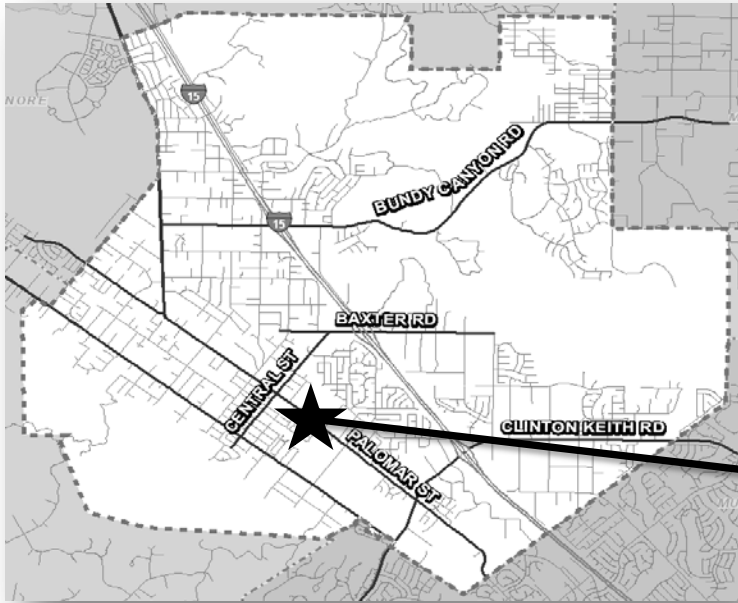
City of Wildomar
Capital Improvement Projects
Bundy Canyon/Scott Road



City of Wildomar
Capital Improvement Projects
Adopted Budget for Fiscal Year 2013-2014

Project Title:	Bundy Canyon/Scott Road	Department:	Public Works	CIP Category:	Streets		
		Fund Description:		Project No.:	CIP-0026		
Location:	Bundy Canyon/Scott Rd. (I-15 to Sunset Rd.)	TUMF					
Project Schedule							
Description of Improvements: Bundy Canyon (Wildomar) and Scott Road (Menifee) are currently two lane roadways (one lane in each direction) within the project limits. The proposed project provides four through travel lanes plus left turn lanes at major intersections and a two way left turn lane along most of the remainder of the project length. Thus a five lane cross section will be provided on Bundy Canyon and Scott Roads through most of the study area. A raised median will be provided where left turns are to be prohibited.		PA & ED - Approval & Environmental:		Summer 2014 - Final EIR			
		PS & E - Preliminary Engineering:		Summer 2014			
		ROW - Right of Way:		Dependant Upon Funding			
		Construction:		Dependant Upon Funding			
Justification/Significance of Improvement: The service area of Bundy Canyon and Scott Roads is identified as a regionally significant roadway link in South Riverside County.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ -	\$ 500,000	\$ 475,000	\$ -	\$ -	\$ 975,000
Right-of-Way (ROW)	\$ -	\$ -	\$ 447,779	\$ -	\$ -	\$ -	\$ 447,779
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Costs	\$ 53,670	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
Notes							
Total Project Specific Cost:	\$ 53,670	\$ 250,000	\$ 947,779	\$ 475,000	\$ -	\$ -	\$ 1,672,779
Funding/Expenditure Source(s):							
TUMF 200-450-4500-52115	\$ 53,670	\$ 250,000	\$ 947,779	\$ 475,000	\$ -	\$ -	\$ 1,672,779
Review and Comments:							

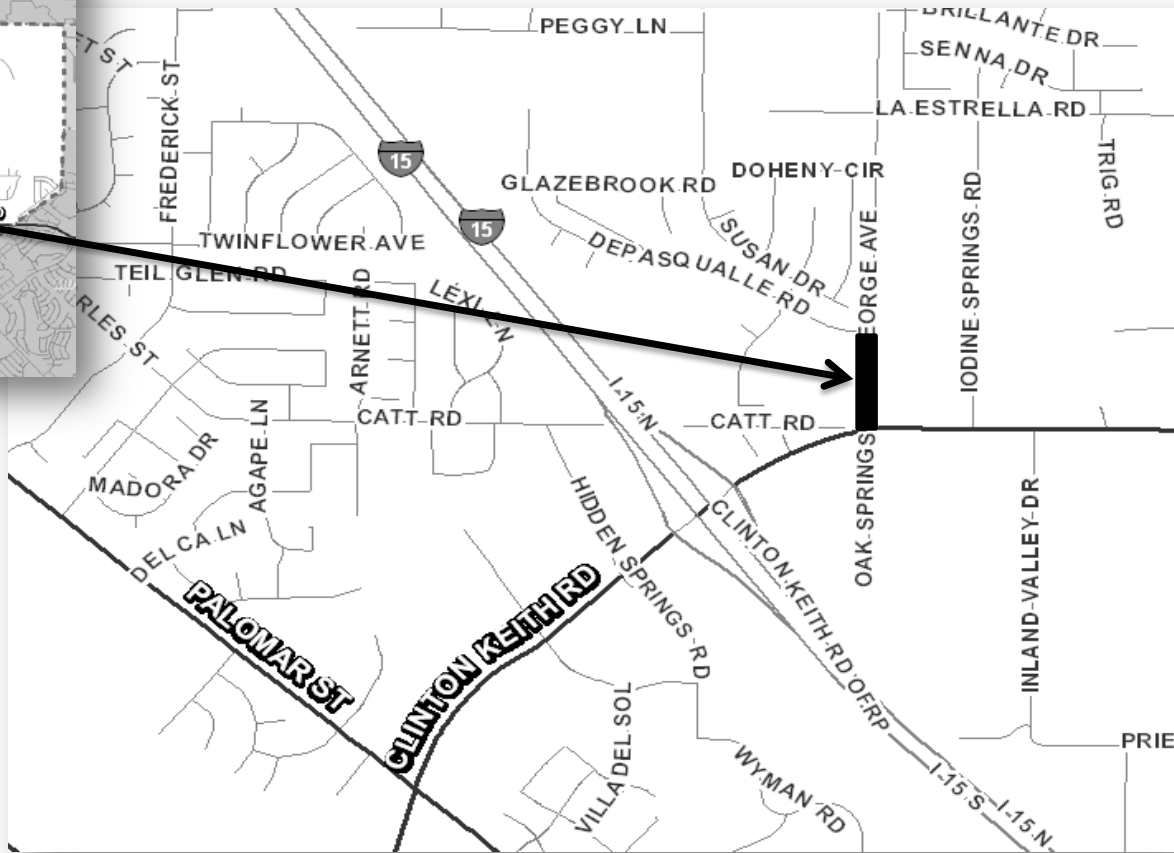
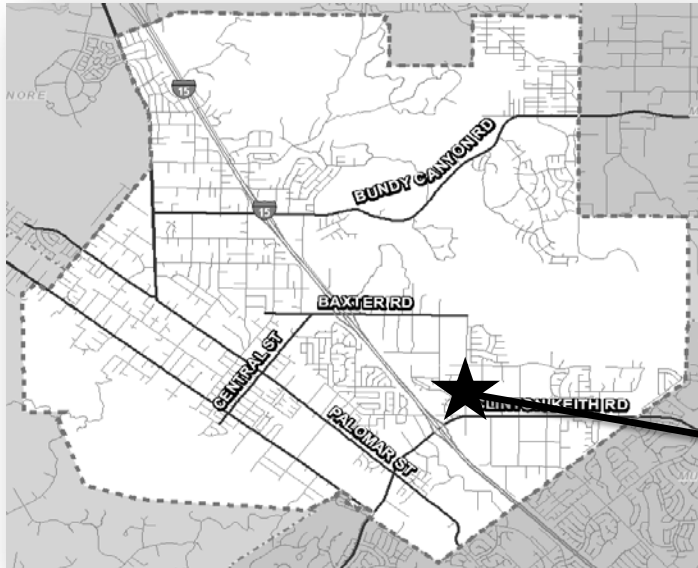
City of Wildomar
Capital Improvement Projects
Palomar Street



City of Wildomar
Capital Improvement Projects
Adopted Budget for Fiscal Year 2013-2014

Project Title:	Palomar Street	Department:	Public Works	CIP Category:	Streets		
		Fund Description:		Project No.:	CIP-0028		
Location:	Palomar St. (Mission Trail to Murrieta)	TUMF					
		Project Schedule					
Description of Improvements: This project only includes the environmental and preliminary design of the proposed improvements. Palomar will be improved to an ultimate 128' R/W road (4 through lanes) within district standards. Sidewalks will be improved by adjacent developments.		PA & ED - Approval & Environmental:		Winter 2014 - Spring 2014			
		PS & E - Preliminary Engineering:		Dependant Upon Funding			
		ROW - Right of Way:		Dependant Upon Funding			
		Construction:		Dependant Upon Funding			
Justification/Significance of Improvement: To improve Palomar St. to regional standards and to complete the City's Circulation Element.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right-of-Way (ROW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Costs	\$ 1,640	\$ 95,681	\$ -	\$ -	\$ -	\$ -	\$ 95,681
Notes							
Total Project Specific Cost:	\$ 1,640	\$ 95,681	\$ -	\$ -	\$ -	\$ -	\$ 95,681
Funding/Expenditure Source(s):							
TUMF 200-912-4500-52115	\$ 1,640	\$ 95,681	\$ -	\$ -	\$ -	\$ -	\$ 95,681
Grant Balance(s):	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	
TUMF							
Issued Reimbursement							
Remaining Reimbursement							
Review and Comments:							

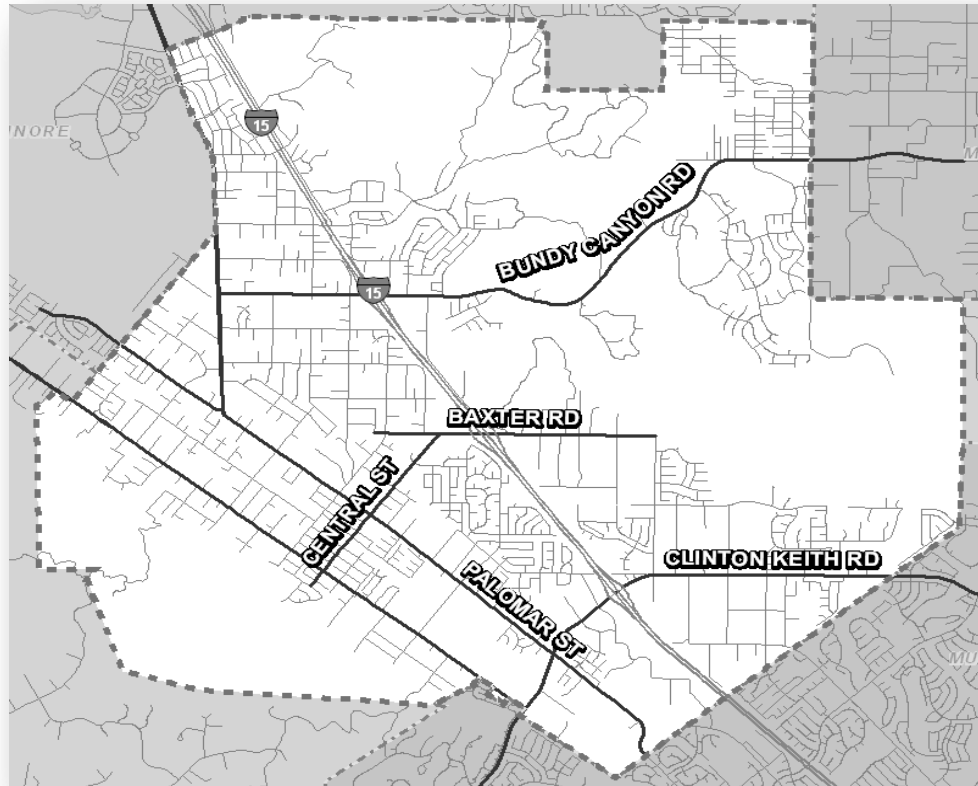
City of Wildomar
Capital Improvement Projects
George Ave Sidewalk Improvements



City of Wildomar
Capital Improvement Projects
Adopted Budget for Fiscal Year 2013-2014

Project Title:	George Ave Sidewalk Improvements	Department:	Public Works	CIP Category:	Sidewalks		
Location:	George Ave. (from Clinton Keith Rd. to Depasquale Rd.)	Fund Description:	Measure A, SB 821 Grants	Project No.:	CIP-0029		
Description of Improvements: The George Avenue Sidewalk Infill Improvements proposes the installation of a 650 feet 5' wide concrete sidewalk along the west side of George Avenue from Clinton Keith Road to Depasquale Road.		Project Schedule					
		PA & ED - Approval & Environmental:		Winter 2014			
		PS & E - Preliminary Engineering:		Winter 2014			
		ROW - Right of Way:		Spring 2014			
		Construction:		Summer 2014			
Justification/Significance of Improvement: The George Ave. Sidewalk Improvements Project completes the missing gap and provides pedestrian infrastructure that is accessible, convenient and separated from motorized traffic. The proposed project enables more students and residents to walk and bike to school and other places of interest by closing gaps to existing sidewalks.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ 31,500	\$ -	\$ -	\$ -	\$ -	\$ 31,500
Right-of-Way (ROW)	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Construction	\$ -	\$ -	\$ 94,930	\$ -	\$ -	\$ -	\$ 94,930
Other Costs	\$ -	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Notes							
Total Project Specific Cost:	\$ -	\$ 44,500	\$ 94,930	\$ -	\$ -	\$ -	\$ 139,430
Funding/Expenditure Source(s):							
Measure A 201-926-4500-52115	\$ -	\$ 25,215	\$ 44,500	\$ -	\$ -	\$ -	\$ 69,715
SB 821 Grants 280-926-4500-52115	\$ -	\$ 69,715	\$ -	\$ -	\$ -	\$ -	\$ 69,715
Review and Comments:							

City of Wildomar
Capital Improvement Projects
OTS Traffic Collision Database and Mapping (Office of Traffic Safety)

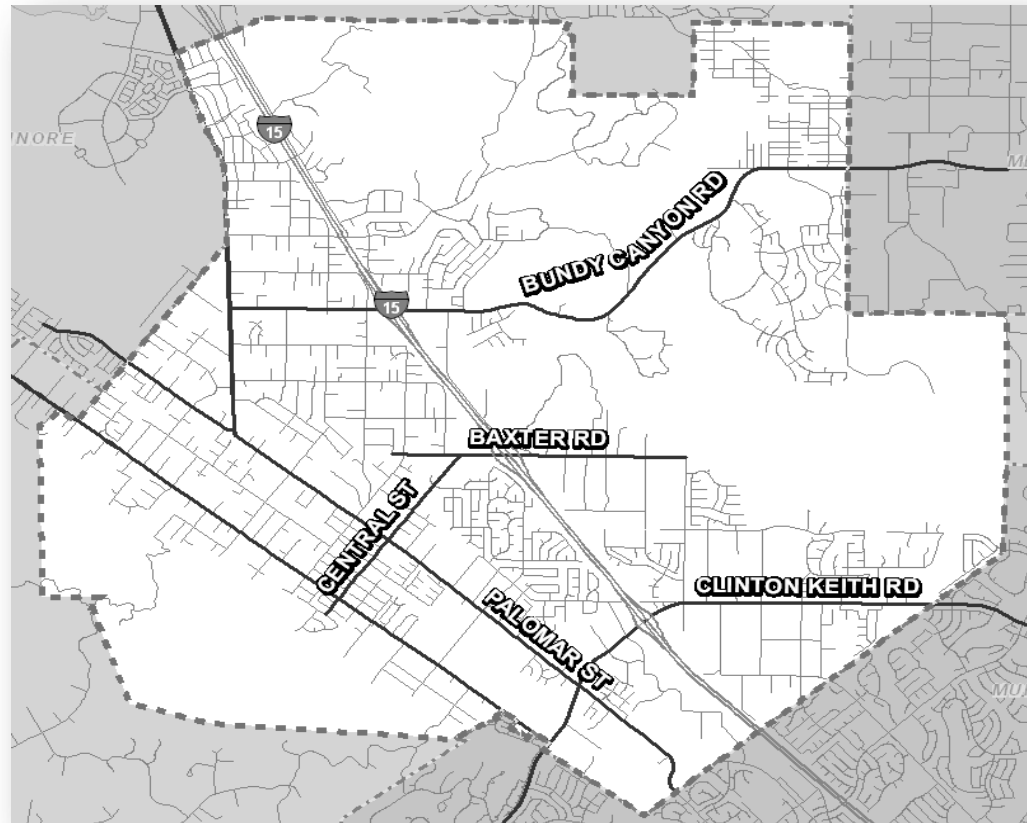


City of Wildomar
Capital Improvement Projects

Adopted Budget for Fiscal Year 2013-2014

Project Title:	OTS Traffic Collision Database and Mapping (Office of Traffic Safety)	Department:	Public Works	CIP Category:	Traffic		
		Fund Description:		Project No.:	CIP-OTS		
Location:	City of Wildomar (multiple)	Grants (general)					
Project Schedule							
Description of Improvements: The mapping system will aid the City in identifying high frequency accident locations and patterns. Data retrieval will further aid in prioritizing locations requiring further study and action implementation.		PA & ED - Approval & Environmental:		Not Applicable			
		PS & E - Preliminary Engineering:		Not Applicable			
		ROW - Right of Way:		Not Applicable			
		Construction:		Not Applicable			
Justification/Significance of Improvement: The City of Wildomar has been awarded a \$45,000 grant from the California Office of Traffic Safety (OTS) for preparing a Traffic Collision Database Analysis and Mapping System.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right-of-Way (ROW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Costs	\$ -	\$ 40,000	\$ 5,000	\$ -	\$ -	\$ -	\$ 45,000
Notes							
Total Project Specific Cost:	\$ -	\$ 40,000	\$ 5,000	\$ -	\$ -	\$ -	\$ 45,000
Funding/Expenditure Source(s):							
Grants (general) 280-934-4500-52115	\$ -	\$ 40,000	\$ 5,000	\$ -	\$ -	\$ -	\$ 45,000
Grant Balance(s):							
	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	
Grants (general)							
Allocated/Awarded	\$ 45,000						
Ending	\$ 45,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	
Review and Comments:							

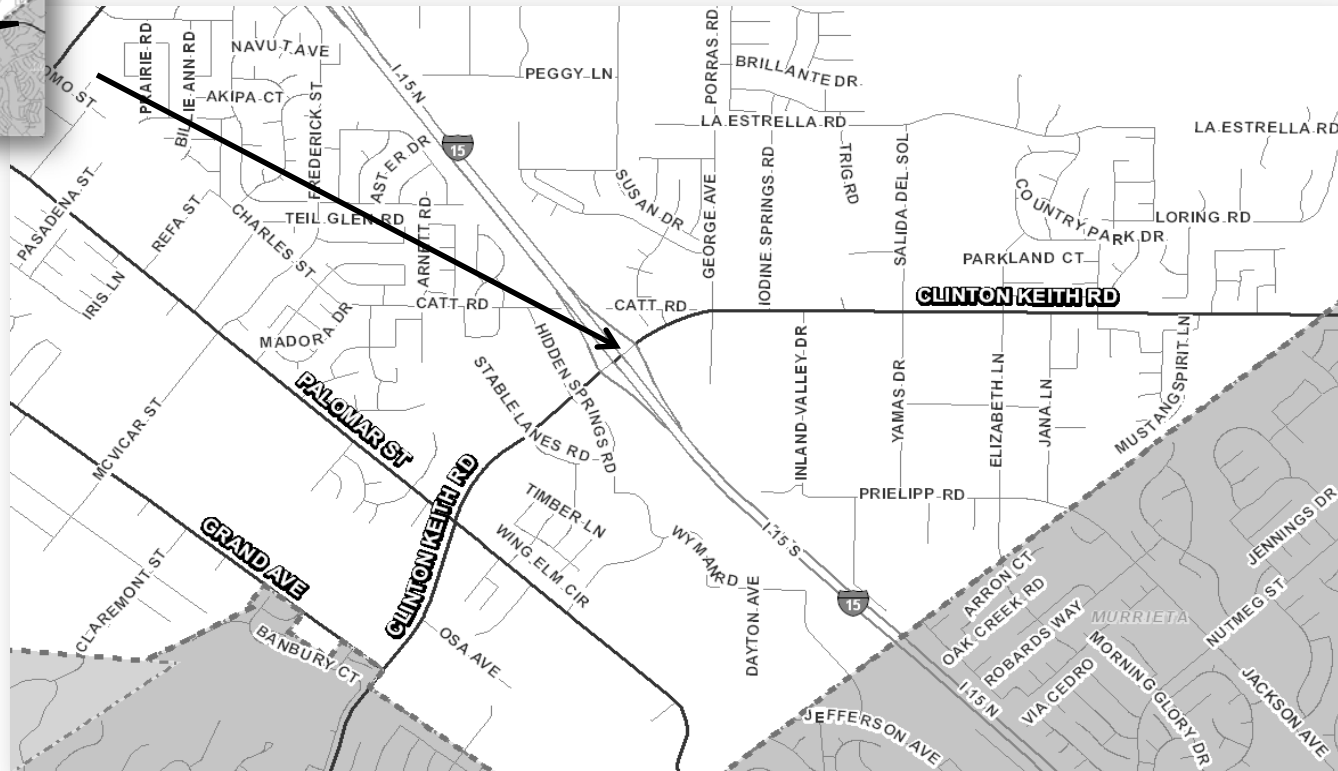
City of Wildomar
Capital Improvement Projects
Master Plan of Drainage Update *



City of Wildomar
Capital Improvement Projects
Adopted Budget for Fiscal Year 2013-2014

Project Title:	Master Plan of Drainage Update *	Department:	Public Works	CIP Category:	Program		
		Fund Description:		Project No.:	CIP-MDP		
Location:	City of Wildomar (multiple)	Measure A					
		Project Schedule					
Description of Improvements: The Master Plan of Drainage Update (MDP) is a study which will update the existing MDP to include new facilities which are needed due to resident complaints, zoning changes, and new/future development.		PA & ED - Approval & Environmental:		Not Applicable			
		PS & E - Preliminary Engineering:		Not Applicable			
		ROW - Right of Way:		Not Applicable			
		Construction:		Not Applicable			
Justification/Significance of Improvement: To update the City's drainage plan to include future improvements of drainage facilities and to establish the proper funds for the improvements. FY 13/14 Engineering efforts focus on hydrology calculations by watershed sub-basin. Completion is expected to take multiple years. Out year funding depending on available funds.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right-of-Way (ROW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Costs	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Notes							
Total Project Specific Cost:	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Funding/Expenditure Source(s):							
Measure A 201-906-4500-52115	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Review and Comments:							

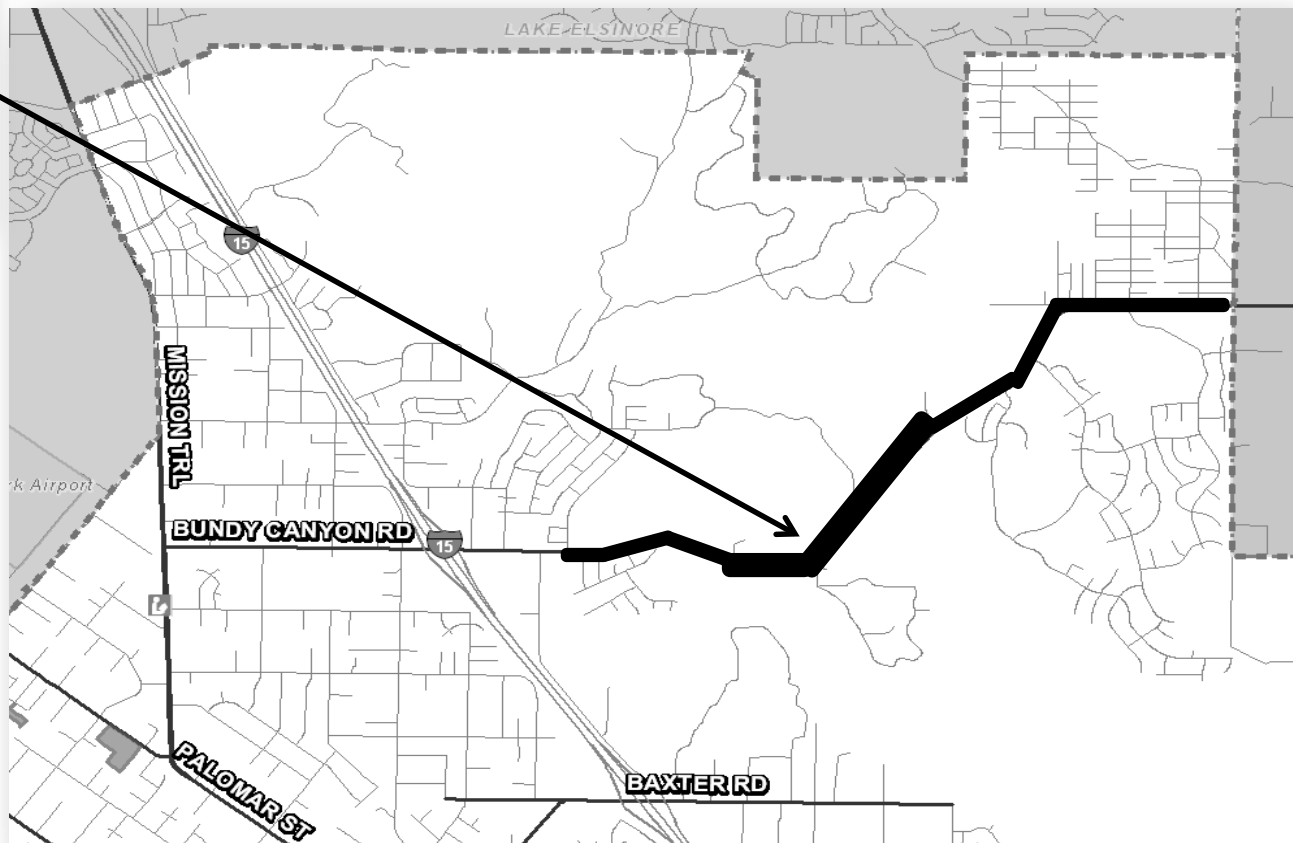
City of Wildomar
Capital Improvement Projects
Clinton Keith Road Overlay/Slurry Seal



City of Wildomar
Capital Improvement Projects
Adopted Budget for Fiscal Year 2013-2014

Project Title:	Clinton Keith Road Overlay/Slurry Seal	Department:	Public Works	CIP Category:	Streets		
Location:	Clinton Keith Rd. (George Ave. to Stable Lanes Rd.)	Fund Description:		Project No.:	CIP-CKR		
		Measure A, STP/HSIP Grants					
		Project Schedule					
Description of Improvements: The proposed project includes a slurry seal treatment over the existing pavement, isolated areas of pavement repair and pavement preparation, and traffic striping.		PA & ED - Approval & Environmental:		Winter 2014			
		PS & E - Preliminary Engineering:		Winter 2014			
		ROW - Right of Way:		Winter 2014 - Spring 2014			
		Construction:		Fall 2014			
Justification/Significance of Improvement: To improve Clinton Keith Rd., a high volume street in Wildomar according to the City's new PMS system.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ 14,000	\$ -	\$ -	\$ -	\$ -	\$ 14,000
Right-of-Way (ROW)	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Construction	\$ -	\$ -	\$ 126,000	\$ -	\$ -	\$ -	\$ 126,000
Other Costs	\$ -	\$ 9,020	\$ -	\$ -	\$ -	\$ -	\$ 9,020
Notes							
Total Project Specific Cost:	\$ -	\$ 28,020	\$ 126,000	\$ -	\$ -	\$ -	\$ 154,020
Funding/Expenditure Source(s):							
Measure A 201-925-4500-52115	\$ -	\$ 17,670	\$ -	\$ -	\$ -	\$ -	\$ 17,670
STP/HSIP Grants 280-925-4500-52115	\$ -	\$ 136,350	\$ -	\$ -	\$ -	\$ -	\$ 136,350
Review and Comments:							

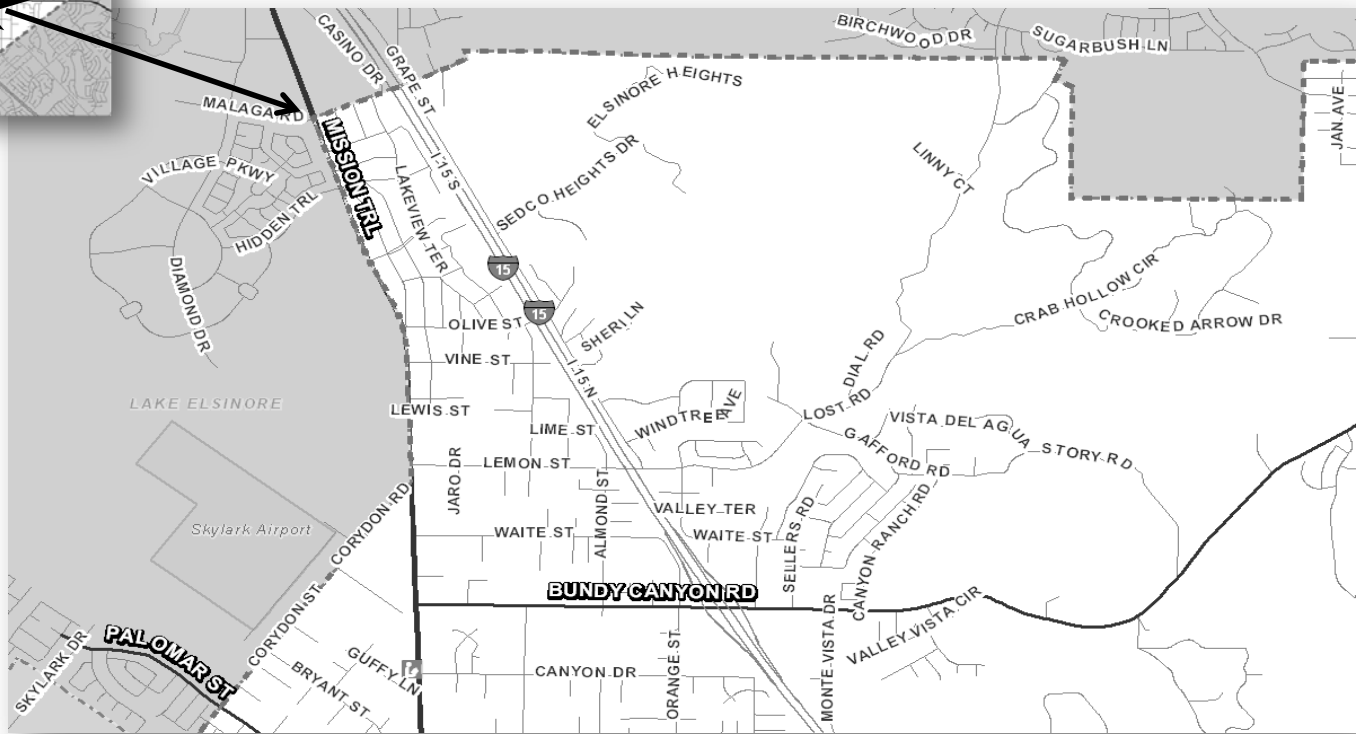
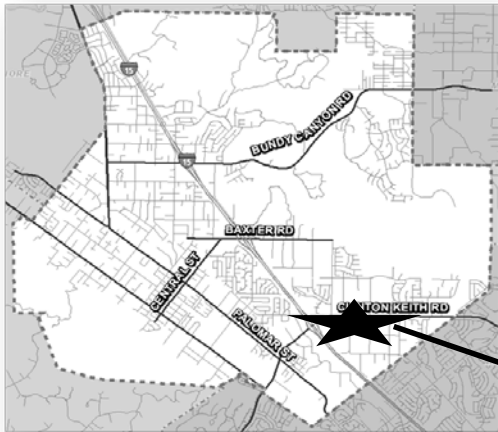
City of Wildomar
Capital Improvement Projects
Bundy Canyon Road Safety Improvements



City of Wildomar
Capital Improvement Projects
Adopted Budget for Fiscal Year 2013-2014

Project Title:	Bundy Canyon Road Safety Improvements	Department:	Public Works	CIP Category:	Streets		
Location:	Bundy Canyon (between Canyon Ranch Rd. and Sunset Ave./City Limits (east))	Fund Description:		Project No.:	CIP-BCRS		
		STP/HSIP Grants					
		Project Schedule					
Description of Improvements: This project proposes dirt shoulder improvements on portions of Bundy Canyon Rd. and higher reflective signage and edge of pavement striping is also included.		PA & ED - Approval & Environmental:		Not Applicable			
		PS & E - Preliminary Engineering:		Not Applicable			
		ROW - Right of Way:		Not Applicable			
		Construction:		Not Applicable			
Justification/Significance of Improvement: Bundy Canyon Rd. experiences high levels of traffic concerns and collisions, the majority of which are speed related.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right-of-Way (ROW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ 233,200	\$ -	\$ -	\$ -	\$ 233,200
Other Costs	\$ -	\$ 19,000	\$ -	\$ -	\$ -	\$ -	\$ 19,000
Notes							
Total Project Specific Cost:	\$ -	\$ 19,000	\$ 233,200	\$ -	\$ -	\$ -	\$ 252,200
Funding/Expenditure Source(s):							
Measure A 201-928-4500-52115	\$ -	\$ 1,900	\$ 23,400				\$ 25,300
STP/HSIP Grants 280-928-4500-52115		\$ 17,100	\$ 209,800	\$ -	\$ -	\$ -	\$ 226,900
Review and Comments:							

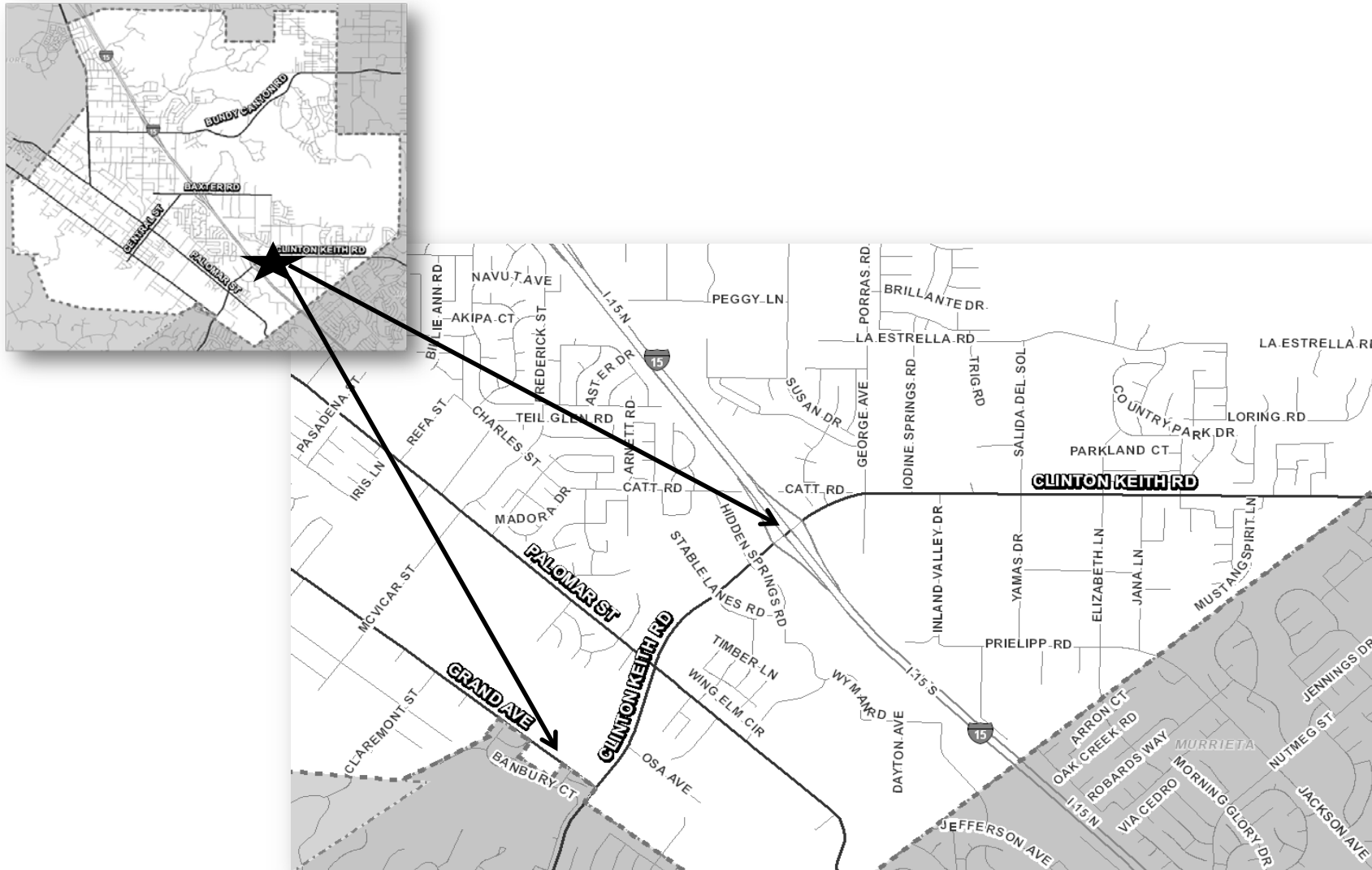
City of Wildomar
Capital Improvement Projects
Malaga Road and Mission Trail Park *



City of Wildomar
Capital Improvement Projects
 Adopted Budget for Fiscal Year 2013-2014

Project Title:	Malaga Road and Mission Trail Park *	Department:	Public Works	CIP Category:	Park		
Location:	Malaga Rd. and Mission Trail	Fund Description:		Project No.:	CIP-MTP		
		CDBG					
		Project Schedule					
Description of Improvements: Provide enhanced landscpaing, linear park, service club signage and welcome to Wildomar signage.		PA & ED - Approval & Environmental:		Summer 2014 -			
		PS & E - Preliminary Engineering:		Summer 2014 -			
		ROW - Right of Way:		Summer 2014			
		Construction:		Spring 2015 -			
Justification/Significance of Improvement: Gateway to City and Sedco Hills area. Community development block grant funds intended to enhance the aesthetics of the area.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
Right-of-Way (ROW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ 80,000
Other Costs	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
Notes							
Total Project Specific Cost:	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
Funding/Expenditure Source(s):							
CDBG 82-931-4500-5211	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
Review and Comments:							

City of Wildomar
Capital Improvement Projects
Grand Ave & Clinton Keith Rd. Bike Paths

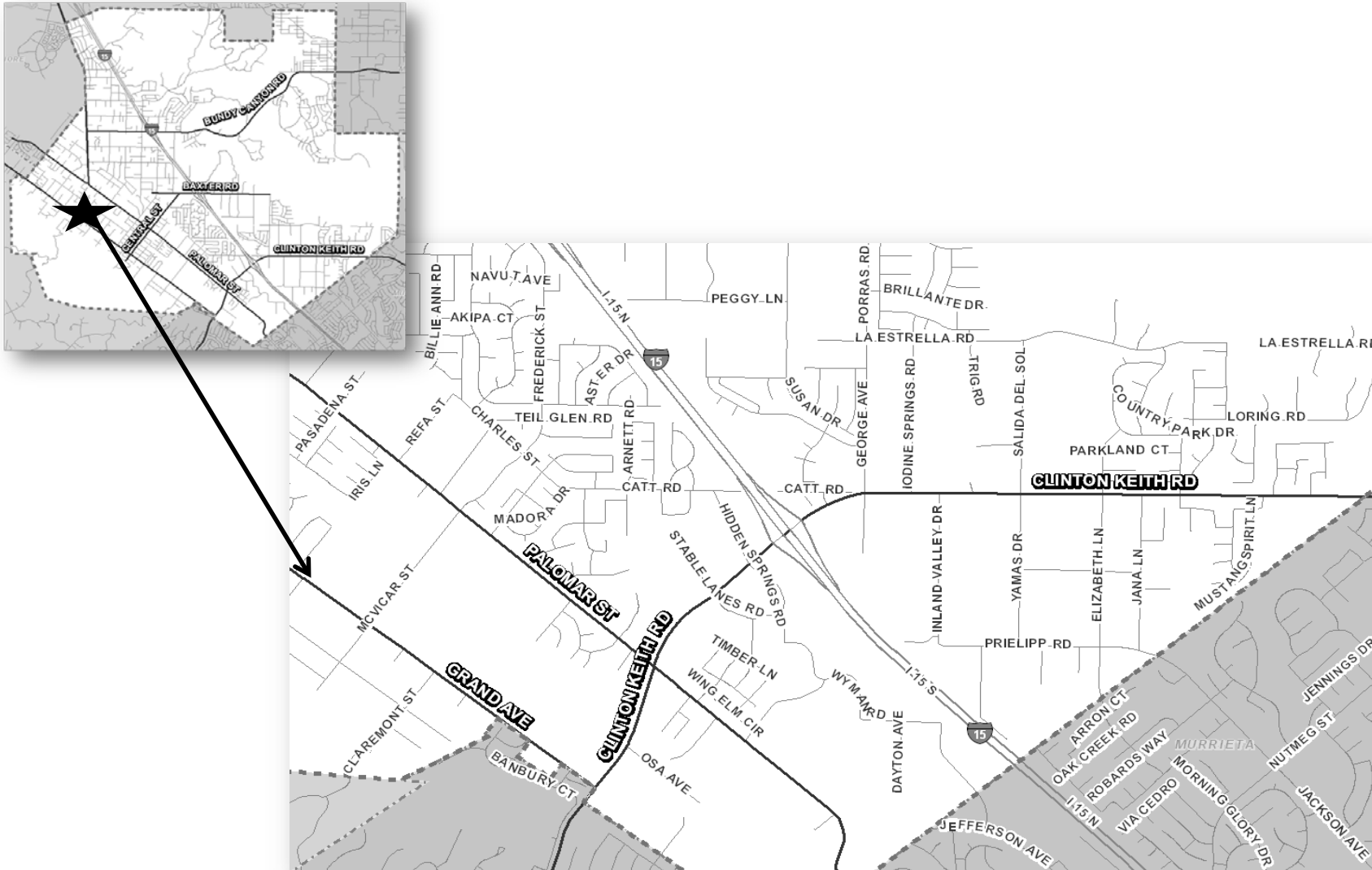


City of Wildomar
Capital Improvement Projects
Adopted Budget for Fiscal Year 2013-2014

Project Title:	Grand Ave & Clinton Keith Rd. Bike Paths			Department:	Public Works	CIP Category:	Bike path
Location:	Grand Ave. (Grand Ave. and Clinton Keith Road)			Fund Description:		Project No.:	CIP-GABI
				Measure A, CMAQ and TAP			
				Project Schedule			
Description of Improvements: Install Class II & II bike paths along Grand Avenue & Clinton Keith Road				PA & ED - Approval & Environmental:		Spring 2014	
				PS & E - Preliminary Engineering:		Summer 2014	
				ROW - Right of Way:		Summer 2014	
				Construction:		Winter 2015 - Spring 2015	
Justification/Significance of Improvement: Provide alternative mode of transportation and efficient route of travel within the community and specifacly for connection to the middle school.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ -	\$ 83,241	\$ -	\$ -	\$ -	\$ 83,241
Right-of-Way (ROW)	\$ -	\$ -	\$ 27,747	\$ -	\$ -	\$ -	\$ 27,747
Construction	\$ -	\$ -	\$ 813,912	\$ -	\$ -	\$ -	\$ 813,912
Other Costs	\$ -	\$ 24,600	\$ -	\$ -	\$ -	\$ -	\$ 24,600
Notes							
Total Project Specific Cost:	\$ -	\$ 24,600	\$ 924,900	\$ -	\$ -	\$ -	\$ 949,500
Funding/Expenditure Source(s):							
Measure A -929-4500-52	\$ -	\$ 24,600	\$ 311,100	\$ -	\$ -	\$ -	\$ 335,700
CMAQ and TAP I-929-4500-52	\$ -	\$ -	\$ 613,800				
Review and Comments:							

City of Wildomar
Capital Improvement Projects

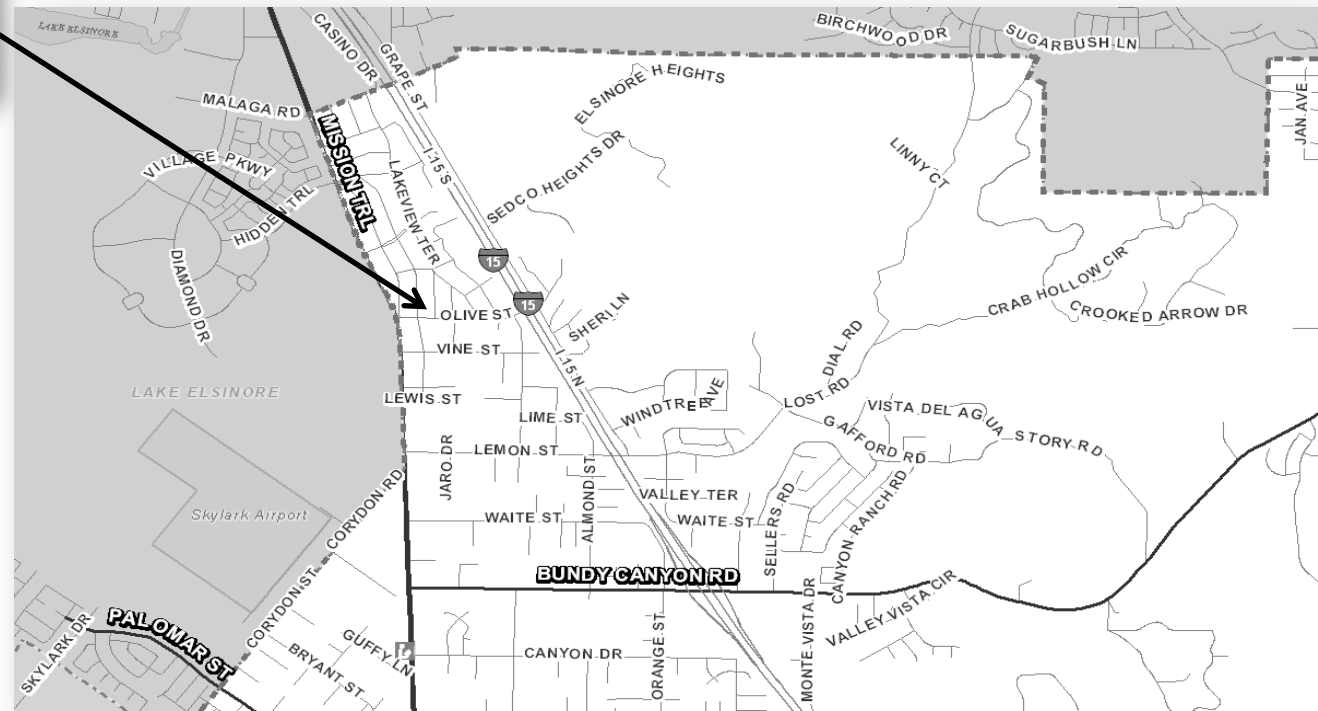
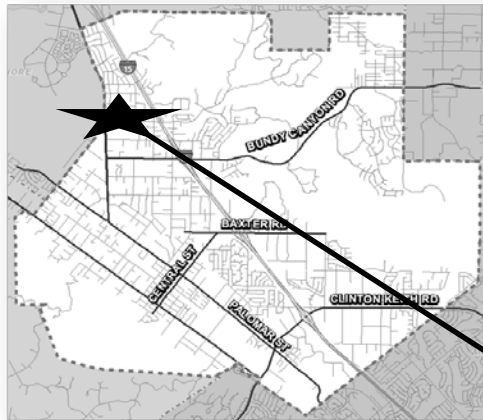
Grand Ave Bike Paths - Corydon Road to Brown Middle School



City of Wildomar
Capital Improvement Projects
 Adopted Budget for Fiscal Year 2013-2014

Project Title:	Grand Ave Bike Paths - Corydon Road to Brown Middle School	Department:	Public Works	CIP Category:	Bike Path		
		Fund Description:		Project No.:	CIP-GABII		
Location:	Grand Ave. (Brown Middle School)	Measure A					
Project Schedule							
Description of Improvements: Install Class II & II bike paths, with pavement, striping and signage		PA & ED - Approval & Environmental:		Spring 2015 - Summer 2015			
		PS & E - Preliminary Engineering:		Spring 2015 - Fall 2015			
		ROW - Right of Way:		Spring 2015 - Summer 2015			
		Construction:		Winter 2016 - Spring 2016			
Justification/Significance of Improvement: Provide alternative mode of transportation and efficient route of travel within the community and specifacly for correction to the middle school.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ -	\$ 116,781	\$ 87,840	\$ -	\$ -	\$ 204,621
Right-of-Way (ROW)	\$ -	\$ -	\$ -	\$ 26,352	\$ -	\$ -	\$ 26,352
Construction	\$ -	\$ -	\$ -	\$ 764,208	\$ -	\$ -	\$ 764,208
Other Costs	\$ -	\$ -	\$ 23,919	\$ -	\$ -	\$ -	\$ 23,919
Notes							
Total Project Specific Cost:	\$ -	\$ -	\$ 140,700	\$ 878,400	\$ -	\$ -	\$ 1,019,100
Funding/Expenditure Source(s):							
Measure A -930-4500-52	\$ -	-	\$ 140,700	\$ 131,760	\$ -	\$ -	\$ 272,460
CMAQ and TAP Fundin-930-4500-52				\$ 746,640			\$ 746,640
Review and Comments:							

City of Wildomar
Capital Improvement Projects
 Olive Street Cape Seal *



City of Wildomar

Capital Improvement Projects
Adopted Budget for Fiscal Year 2013-2014

Project Title:	Olive Street Cape Seal *	Department:	Public Works	CIP Category:	Streets		
		Fund Description:		Project No.:	O-Cape		
Location:	Olive Street (Mission Trail to Grape Street	CDBG					
Project Schedule							
Description of Improvements: Pavement base preparation - 66,400 square feet. Base preparation could include street sweeping, vegetation removal and limited localized filling of depressions with crack fill material. Cape seal and repaint traffic stripes and legends.		PA & ED - Approval & Environmental:					
		PS & E - Preliminary Engineering:					
		ROW - Right of Way:					
		Construction:					
		Spring 2014					
Justification/Significance of Improvement: The improvement seals the road, rejuvenates the existing asphaltic surface, adds structural integrity and therefore extends the life of the road at least 7 years.							
Fiscal Year Ending June 30							
Project Expenditures/Costs:	Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Preliminary Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right-of-Way (ROW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ 77,500	\$ -	\$ -	\$ -	\$ -	\$ 77,500
Other Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Notes							
Total Project Specific Cost:	\$ -	\$ 77,500	\$ -	\$ -	\$ -	\$ -	\$ 77,500
Funding/Expenditure Source(s):							
CDBG 32-933-4500-5211	\$ -	\$ 77,500	-	\$ -	\$ -	\$ -	\$ 77,500
Review and Comments:							

Fiscal Year Ending June 30								
Project Expenditures/Costs:		Through 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	5-Year Projected Total
Funding/Expenditure Source(s):								
Public Works Cost Allocation	201-450-4500-52115	\$ -	\$ 38,960	\$ 40,160	\$ 41,360	\$ 42,640	\$ 43,920	\$ 207,040
Accessibility Improvements	201-901-4500-52115	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000
Road Safety Improvements	201-902-4500-52115	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 200,000
Pavement Maintenance Program	201-903-4500-52115	\$ 236,180	\$ 550,000	\$ 160,000	\$ 120,000	\$ 255,075	\$ 300,000	\$ 1,385,075
Pavement Repair Program		\$ -	\$ 66,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 206,000
Citywide Maintenance Program	201-906-4500-52115	\$ 41,320	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 635,000
Review and Comments:								

Wildomar Five-Year CIP Fund Summary

Fund Name		Prior Year (FY 2012/13) Budget	Forecast 2013/2014	Forecast 2014/2015	Forecast 2015/2016	Forecast 2016/2017	Forecast 2017/2018	Five -Year Total
MEASURE A		Funding Account Number						
BEGINNING FUND BALANCE			\$ 1,062,260	\$ 441,615	\$ 1,755	\$ 3,635	\$ 16,920	
TOTAL REVENUE - MEASURE A			\$ -	\$ 487,000	\$ 502,000	\$ 517,000	\$ 533,000	\$ 549,000
Public Works Cost Allocation	201-450-4500-52115	\$ -	\$ 38,960	\$ 40,160	\$ 41,360	\$ 42,640	\$ 43,920	\$ 207,040
Accessibility Improvements	201-901-4500-52115	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000
Road Safety Improvements	201-902-4500-52115	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 200,000
Pavement Maintenance Program	201-903-4500-52115	\$ 236,180	\$ 550,000	\$ 160,000	\$ 120,000	\$ 255,075	\$ 300,000	\$ 1,385,075
Clinton Keith Road Overlay/Slurry Seal	201-925-4500-52115	\$ -	\$ 17,670	\$ -	\$ -	\$ -	\$ -	\$ 17,670
Pavement Repair Program	201-927-4500-52115	\$ -	\$ 66,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 206,000
Almond Street Sidewalk Project - Elsinore HS	201-922-4500-52115	\$ -	\$ 85,300	\$ -	\$ -	\$ -	\$ -	\$ 85,300
George Ave Sidewalk Improvements	201-926-4500-52115	\$ -	\$ 25,215	\$ 44,500	\$ -	\$ -	\$ -	\$ 69,715
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
Bundy Canyon Road Safety Improvements *	201-928-4500-52115	\$ -	\$ 1,900	\$ 23,400	\$ -	\$ -	\$ -	\$ 25,300
Grand Ave & Clinton Keith Rd. Bike Paths	201-929-4500-52115	\$ -	\$ 24,600	\$ 311,100	\$ -	\$ -	\$ -	\$ 335,700
Grand Ave Bike Paths - Corydon Road to Brown Middle School	201-930-4500-52115	\$ -	-	\$ 140,700	\$ 131,760	\$ -	\$ -	\$ 272,460
Citywide Maintenance Program	201-906-4500-52115	\$ 41,320	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 635,000
TOTAL EXPENDITURES - MEASURE A		\$ 337,500	\$ 1,107,645	\$ 941,860	\$ 515,120	\$ 519,715	\$ 565,920	\$ 3,650,260
ENDING FUND BALANCE - MEASURE A		\$ 1,062,260	\$ 441,615	\$ 1,755	\$ 3,635	\$ 16,920	\$ -	
AB 2766 (AIR QUALITY)								
BEGINNING FUND BALANCE			\$ 182,630	\$ 91,315	\$ -	\$ -	\$ -	
TOTAL REVENUE - AB 2766		\$ -	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 175,000
Unpaved Roadway Program	210-905-4500-52115	\$ 13,590	\$ 126,315	\$ 126,315	\$ 35,000	\$ 35,000	\$ 35,000	\$ 357,630
TOTAL EXPENDITURES - AB 2766		\$ 13,590	\$ 126,315	\$ 126,315	\$ 35,000	\$ 35,000	\$ 35,000	\$ 357,630
ENDING FUND BALANCE - AB 2766								
		\$ 182,630	\$ 91,315	\$ -	\$ -	\$ -	\$ -	

Wildomar Five-Year CIP Fund Summary

Fund Name		Prior Year (FY 2012/13) Budget	Forecast 2013/2014	Forecast 2014/2015	Forecast 2015/2016	Forecast 2016/2017	Forecast 2017/2018	Five -Year Total	
CDBG									
BEGINNING FUND BALANCE			\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL REVENUE - CDBG		\$ -	\$ 77,500	\$ 100,000	\$ -	\$ -	\$ -	\$ 177,500	
Malaga Road and Mission Trail Park *	282-931-4500-52115		\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	
Olive Street Cape Seal *	282-933-4500-52115	\$ -	\$ 77,500	\$ -	\$ -	\$ -	\$ -	\$ 77,500	
TOTAL EXPENDITURES - CDBG		\$ -	\$ 77,500	\$ 100,000	\$ -	\$ -	\$ -	\$ 177,500	
ENDING FUND BALANCE - CDBG		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TUMF									
UNEXPENDED TUMF AMOUNT BALANCE		\$ -	\$ 2,518,460	\$ 1,822,779	\$ 475,000	\$ -	\$ -		
TOTAL REVENUE - TUMF		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Clinton Keith Road Widening Bundy Canyon/Scott Road Clinton Keith/I-15 Interchange Palomar Street	200-913-4500-52115 200-450-4500-52115 200-908-4500-52115 200-912-4500-52115	\$ -	\$ -	\$ -	\$ -			\$ -	
		\$ 27,650	\$ 350,000	\$ 400,000				\$ -	\$ 750,000
		\$ 53,670	\$ 250,000	\$ 947,779				\$ 475,000	\$ 1,672,779
		\$ 441,440	\$ -	\$ -				\$ -	\$ -
		\$ 1,640	\$ 95,681	\$ -				\$ -	\$ 95,681
TOTAL EXPENDITURES - TUMF		\$ 524,400	\$ 695,681	\$ 1,347,779	\$ 475,000	\$ -	\$ -	\$ 2,518,460	
ENDING BALANCE FOR UNEXPENDED TUMF		\$ 2,518,460	\$ 1,822,779	\$ 475,000	\$ -	\$ -	\$ -		
GRANTS									
UNEXPENDED GRANT AMOUNT BALANCE		\$ -	\$ 3,524,035	\$ 1,954,140	\$ 1,125,540	\$ -	\$ -		
TOTAL REVENUE - GRANTS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Safe Sidewalks to School Phase I - Wildomar/Reagan Elementary	280-907-4500-52115	\$ -	\$ -					\$ -	
		\$ 69,500	\$ 10,000					\$ 10,000	
Sidewalk Improvement Project Phase 2 - Ronald Reagan/Elsinore High	280-919-4500-52115 280-918-4500-52115	\$ 20,350	\$ 264,900					\$ 264,900	
		\$ 51,100	\$ 223,900					\$ 223,900	
Grand Avenue Sidewalk Safety Improvements	280-920-4500-52115 280-920-4500-52115	\$ 13,300	\$ 254,730					\$ 254,730	
		\$ -	\$ 170,800					\$ 170,800	
								\$ -	

Wildomar Five-Year CIP Fund Summary

Fund Name		Prior Year (FY 2012/13) Budget	Forecast 2013/2014	Forecast 2014/2015	Forecast 2015/2016	Forecast 2016/2017	Forecast 2017/2018	Five -Year Total
Grand Ave & Clinton Keith Rd. Bike Paths	280-929-4500-52115	\$ -	\$ -	\$ 613,800				\$ 613,800
Grand Ave Bike Paths - Corydon Road to Brown Middle School	280-930-4500-52115	\$ -	\$ -		\$ 746,640			\$ 746,640
								\$ -
Clinton Keith/Hidden Springs Traffic Signal Modification Project	280-921-4500-52115	\$ 11,700	\$ 99,000					\$ 99,000
								\$ -
Clinton Keith Road Overlay/Slurry Seal	280-925-4500-52115	\$ -	\$ 136,350					\$ 136,350
								\$ -
OTS Traffic Collision Database and Mapping (Office of Traffic Safety)	280-934-4500-52115	\$ -	\$ 40,000	\$ 5,000				\$ 45,000
								\$ -
Collier Elementary Sidewalk Project	280-923-4500-52115	\$ -	\$ 125,000		\$ 378,900			\$ 503,900
								\$ -
George Ave Sidewalk Improvements	280-926-4500-52115	\$ -	\$ 69,715					\$ 69,715
								\$ -
Bundy Canyon Road Safety Improvements	280-928-4500-52115	\$ -	\$ 17,100	\$ 209,800				\$ 226,900
								\$ -
Almond Street Sidewalk Project - Elsinore HS	280-922-4500-52115	\$ -	\$ 158,400					\$ 158,400
								\$ -
TOTAL EXPENDITURES - GRANTS		\$ 165,950	\$ 1,569,895	\$ 828,600	\$ 1,125,540	\$ -	\$ -	\$ 3,524,035
ENDING BALANCE FOR UNEXPENDED GRANT		\$ 3,524,035	\$ 1,954,140	\$ 1,125,540	\$ -	\$ -	\$ -	
RCFC Master Plan of Drainage Fund								
BEGINNING FUND BALANCE			\$ 2,066,140	\$ 1,961,000	\$ -	\$ -	\$ -	
TOTAL REVENUE - RCFC Zone 7		\$ -	\$ 105,140	\$ 1,961,000	\$ -	\$ -	\$ -	\$ 2,066,140
Lateral C-1	280-932-4500-52115	\$ -	\$ 105,140	\$ 1,961,000	\$ -	\$ -	\$ -	\$ 2,066,140
TOTAL EXPENDITURES - Zone 7		\$ -	\$ 105,140	\$ 1,961,000	\$ -	\$ -	\$ -	\$ 2,066,140
ENDING FUND BALANCE - Zone 7		\$ 2,066,140	\$ 1,961,000	\$ -	\$ -	\$ -	\$ -	

* Denotes new project for FY13/14

ATTACHMENT B

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2013/14 TO 2017/18 AND AMENDING THE BUDGET FOR FISCAL YEAR 2013/14

WHEREAS, the City of Wildomar ("City") has prepared a Five-Year Capital Improvement Program (CIP) for Fiscal Years 2013/14 to 2017/18 as identified in Attachment A of the Staff Report for the February 12th, 2014 City Council meeting which sets forth a funding strategy for proposed capital programs; and

WHEREAS, the CIP is a planning tool that identifies anticipated capital improvements for fiscal years 2013/2014 to 2017/2018; and

WHEREAS, the CIP identifies the funding sources to finance the capital improvements proposed to be undertaken in the next five fiscal years and includes recommended time schedules and cost estimates of the various capital improvement programs; and

WHEREAS, the expenditures shown for the first year of the CIP comprise the Capital Budget starting in fiscal year 2013/14. Subsequent years are also included in the CIP, although these "future years" are subject to change due to more detailed engineering analysis becoming available, possible changes in project priorities, updates or revisions to anticipated revenues, and/or changes in cost and funding projections; and

WHEREAS, amendments to the Fiscal Year 2013/14 budget are needed for several projects identified in the Five-Year CIP in order to reflect new grant funding received, and to shift budget from Fiscal Year 2012/13 to Fiscal year 2013/14. These amendments do not increase the total project budget; and

WHEREAS, the CIP is anticipated to be updated annually, as a whole, and amendments can be considered by Council at any time.

NOW THEREFORE BE IT RESOLVED, by the City of Wildomar Council assembled in regular session on February 12, 2014, that this Council does hereby:

1. Adopt the Five-Year Capital Improvement Program for the City of Wildomar for Fiscal Years 2013/14 to 2017/18; and
2. Amend the capital improvement budget for Fiscal Year 2013/2014 to shift budget authority from Fiscal Year 2012/2013 as follows:

PASSED, APPROVED, AND ADOPTED this 12th day of February, 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 #2.4
PUBLIC HEARING
Meeting Date: February 12, 2014

TO: Mayor and City Council
FROM: Gary Nordquist, City Manager
SUBJECT: FY 2013-14 Mid-Year Budget Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the budget adjustments and recommendations as listed in the Fiscal Year 2013-14 Mid Year Budget Report; and
2. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE FY 2013-14
BUDGETED REVENUES, EXPENSES AND AUTHORIZED POSITIONS

BACKGROUND:

This mid-year budget report for Fiscal Year 2013-14 reflects the Administrative Services Department's continued efforts to provide timely, accurate, and understandable financial information to assist the City Council with the decision making process. All funds have been reviewed in preparing this report.

The emphasis of this report is on the General Fund which funds most of the government services such as public safety, general administrative services, building, planning, economic development, etc. This report also discusses preliminary prior year results, budget trends and the economic/political outlook that may impact the City's resources.

The primary purposes of this report are to:

- Provide a reconciliation of budgeted-to-actual financial data from the prior fiscal year;
- Recommended budgetary changes to address known budget deficiencies.
- Recommend budget changes to align the budget with projected fiscal year end actual costs;
- Identify changes which materially impact fund balances;

- Recommend personnel and organizational changes to enhance program operations and efficiency;
- Recommend budget adjustments that are consistent with City Council goals and objectives; and
- Comment on significant budget trends which may impact next fiscal year's budget development.

DISCUSSION:

Mid Year FY 2013-14 Budget Review

On June 26, 2013, the City Council adopted the City's first Biennial Operating Budget for Fiscal Years 2013-14 & 2014-15. The consistent theme through both years' budgets was to continue the cost saving, conservative approach which has become even more important with the loss of the Motor Vehicle License Fee revenues due the State's taking. The FY 2013-14 adopted budgets were balanced and appropriations totaled \$7.3 million for the General Fund. At the October 9th 2013 City Council Meeting as part of the 1st Quarter Budget Report, the Council approved \$235,300 for increases to expenditures in the General Fund. These increases were to fund the General Plan Update program (\$205,000), Planning Commissioning and staff training (\$10,300) and Code Enforcement property clean up program (\$20,000). The budgeted General Fund revenues are \$7,416,800 with expenditures planned at \$7,582,300 which include the first quarter changes. The recommendations for mid-year budget changes to the general fund are focused on code enforcement, service level stability, parks and development activities.

Property and Development Services revenues are leading the way for General Fund increases as the property tax revenues are recommended to be increased \$200,000 based on the first installment amount the City received during December. The review of private development service costs being reimbursed by development is recommended to be increased by \$611,000 which is consistent with last year's activities. Sales tax revenues are on track and a third quarter budget revenue increase is anticipated. Additionally, a prior year revenue adjustment of \$89,500 is also included in this report. Several other reductions are recommended with the overall recommended net increase to the General Fund revenues of \$713,100.

Code Enforcement/CDBG programs teaming with the Economic Development Agency (EDA) of Riverside County, plan to conduct a series of community enhancement events in the CDBG areas of Wildomar. Property clean up programs and other incentives are just a few of the forthcoming events for this area. The recommended \$32,000 expenditure City budget reduction is a transfer to EDA to fund their participation in this program.

Staffing Changes are recommended to provide for service level stability and ultimately service level enhancements. These recommended changes will also help the City to achieve its cost containment goals. Specifically, four positions are recommended to be converted from contractor provided services to City staff service positions:

- Assistant City Manager position to assist in the leadership and representation of the City while continuing to oversee the Public Works, Engineering, Building and Code Enforcement activities. The position would replace the currently contracted Public Works Director position.
- Accounting Manager to handle all the daily aspects of the accounting needs of the City. This position would replace the part time positions of Finance Director and related accountant support.
- Associate Planner to provide continuity in the Planning Department review and service processes. This position would replace the full-time contracted position.
- Administrative Assistant/Accounting Clerk – Front Counter, to provide consistent processing of front counter services and reduce the training costs associated with the current part time contracted personnel.
- Groundswoker II position to replace the Groundswoker I position at the Parks and Cemetery. This would provide for a promotional opportunity for existing staff.

These recommended staffing changes would take place over the next several months and would reduce cost, primarily during the FY 2014-15 periods.

Park revenues are recommended to be increased by \$26,400 to reflect the cash donations received through the Great Day of Service event which helped fund the replanting and repair of the park facilities.

FISCAL IMPACT:

These recommended actions will affect several fund budgets as outlined in the FY 2013-14 Mid Year Budget Report and supporting Schedules.

Submitted & Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

A) FY 2013-14 Mid-Year Budget Report and Changes

RESOLUTION NO. 2014 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WILDOMAR, CALIFORNIA, AUTHORIZING
AMENDMENTS TO THE FY 2013-14 BUDGETED
REVENUES, EXPENSES AND AUTHORIZED
POSITIONS.**

WHEREAS, The City of Wildomar Annual Budget for FY 2013-14 was approved by the Wildomar City Council on June 26, 2013; and

WHEREAS, Changing economic conditions require that the original approved budget be monitored and updated: and

WHEREAS, Further review of each City department shows a need to bring projected revenue, expenditures and staffing in several Funds into proper alignment.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar authorizes the amendment to the FY 2013-14 Budgets in the amount of \$13,809,800 in revenues along with total expenditures in the amount of \$11,697,100, supported by the authorized position schedules attached as Exhibits A and B.

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

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

Exhibit A

City of Wildomar Total City Budgets Summary FY 2013-14 MID-YEAR					
	Audit Actual Balance 6/30/2013-Audited	MID-YEAR Recommended Revenues 2013-14	Funds Available 2013-14	MID-YEAR Recommended Appropriations 2013-14	Estimated Available Balance 12/31/13
General Fund	\$ 808,648	\$ 8,129,900	\$ 8,938,548	\$ 7,953,100	\$ 985,448
	0				12.4%
Non-General Funds					
200 Gas Tax/TCRP (prop 42)	\$ 444,552	\$ 1,883,200	\$ 2,327,752	\$ 1,198,800	\$ 1,128,952
201 Measure A	1,062,254	487,000	1,549,254	917,400	631,854
203 TDA	62,305	-	62,305	-	62,305
210 AQMD	182,633	35,000	217,633	39,900	177,733
250 LMD 2006-1 (Parks)	(264,561)	-	(264,561)	-	(264,561)
251 LMD 89-1	336,860	304,600	641,460	345,400	296,060
252 CSA 22	1,242	30,000	31,242	34,000	(2,758)
253 CSA 103	(13,588)	146,000	132,412	165,500	(33,088)
254 CSA 142	56,993	32,900	89,893	37,300	52,593
255 Measure Z - Parks	-	371,200	371,200	306,700	64,500
280 Grant Fund	(689,924)	689,000	(924)	58,900	(59,824)
281 SLESF	-	100,000	100,000	100,000	-
282 CDBG	7,704	110,000	117,704	92,700	25,004
300 Cemetery	1,408,797	292,000	1,700,797	283,300	1,417,497
301 Cemetery Endowment	181,587	9,000	190,587	-	190,587
410 DIF-Admin	(18,851)	16,500	(2,351)	3,900	(6,251)
420 DIF-Public Facilities	414,301	362,000	776,301	83,500	692,801
430 DIF-Fire Facilities	386,518	212,000	598,518	5,000	593,518
440 DIF-Trans & Roads	268,743	165,000	433,743	5,000	428,743
450 DIF-Trans & Signals	329,618	126,000	455,618	-	455,618
460 DIF-Regional Parks	281,244	169,000	450,244	10,000	440,244
470 DIF-Community Ctr	28,763	19,000	47,763	-	47,763
480 DIF-Multipurpose Trails	157,903	95,000	252,903	56,700	196,203
490 DIF-Library	143,702	25,500	169,202	-	169,202
Total Non-General Funds	\$ 4,768,796	\$ 5,679,900	\$ 10,448,696	\$ 3,744,000	\$ 6,704,696
Total City Funds	\$ 5,577,444	\$ 13,809,800	\$ 19,387,244	\$ 11,697,100	\$ 7,690,144

Exhibit B

City of Wildomar Recommended Schedule of Authorized Positions Mid Year FY 2013-14		
Position	Number of Employees	Recommended Number of Employees
City Council Members	5	5
City Manager	1	1
Assistant City Manager		1
Planning Director	1	1
City Clerk	1	1
Accounting Manager		1
Associate Planner		1
Administrative Analyst	2	2
Administrative Assistant/Clerk		1
Maintenance Operations Manager	1	1
Grounds Worker II		1
Grounds Worker I	1	
Total Employees	12	16

Attachment A

FY 2013-14

Mid-Year Budget Summary Schedules

City of Wildomar
Total City Budgets Summary
FY 2013-14
MID-YEAR

		MID-YEAR			MID-YEAR		Estimated			
		Audit Actual Balance 6/30/2013-Audited	+	Recommended Revenues 2013-14	=	Funds Available 2013-14	-	Recommended Appropriations 2013-14	=	Available Balance 12/31/13
General Fund		\$ 808,648		\$ 8,129,900		\$ 8,938,548		\$ 7,953,100		\$ 985,448
		0								12.4%
Non-General Funds										
200	Gas Tax/TCRP (prop 42)	\$ 444,552		\$ 1,883,200		\$ 2,327,752		\$ 1,198,800		\$ 1,128,952
201	Measure A	1,062,254		487,000		1,549,254		917,400		631,854
203	TDA	62,305		-		62,305		-		62,305
210	AQMD	182,633		35,000		217,633		39,900		177,733
250	LMD 2006-1 (Parks)	(264,561)		-		(264,561)		-		(264,561)
251	LMD 89-1	336,860		304,600		641,460		345,400		296,060
252	CSA 22	1,242		30,000		31,242		34,000		(2,758)
253	CSA 103	(13,588)		146,000		132,412		165,500		(33,088)
254	CSA 142	56,993		32,900		89,893		37,300		52,593
255	Measure Z - Parks	-		371,200		371,200		306,700		64,500
280	Grant Fund	(689,924)		689,000		(924)		58,900		(59,824)
281	SLESF	-		100,000		100,000		100,000		-
282	CDBG	7,704		110,000		117,704		92,700		25,004
300	Cemetery	1,408,797		292,000		1,700,797		283,300		1,417,497
301	Cemetery Endowment	181,587		9,000		190,587		-		190,587
410	DIF-Admin	(18,851)		16,500		(2,351)		3,900		(6,251)
420	DIF-Public Facilities	414,301		362,000		776,301		83,500		692,801
430	DIF-Fire Facilities	386,518		212,000		598,518		5,000		593,518
440	DIF-Trans & Roads	268,743		165,000		433,743		5,000		428,743
450	DIF-Trans & Signals	329,618		126,000		455,618		-		455,618
460	DIF-Regional Parks	281,244		169,000		450,244		10,000		440,244
470	DIF-Community Ctr	28,763		19,000		47,763		-		47,763
480	DIF-Multipurpose Trails	157,903		95,000		252,903		56,700		196,203
490	DIF-Library	143,702		25,500		169,202		-		169,202
Total Non-General Funds		\$ 4,768,796		\$ 5,679,900		\$ 10,448,696		\$ 3,744,000		\$ 6,704,696
Total City Funds		\$ 5,577,444	+	\$ 13,809,800	=	\$ 19,387,244	-	\$ 11,697,100	=	\$ 7,690,144

City of Wildomar

Revenue Group

Budget Report

2nd Quarter July 1, 2013 - December 31, 2013

Prepared By:
Reviewed/Approved By:

<u>Account Number</u>	<u>Budget</u>	<u>6 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
100 General Fund						
3100 Sales & Use Tax	1,090,000	342,023	747,977	31%	-	1,090,000
3101 Sales & Use Tax TFL	375,000	82,117	292,883	22%	-	375,000
3102 Property Tax in Lieu of Sales Tax	-	-	-	0%	-	-
3103 ERAF Sales Tax	200,000	-	200,000	0%	(200,000)	-
3104 Pass Through Payment	20,000	-	20,000	0%	-	20,000
3105 Property Tax-Secured	2,675,000	862,535	1,812,466	32%	200,000	2,875,000
3106 Property Tax-Unsecured	143,000	139,710	3,290	98%	-	143,000
3107 Property Tax-Prior Year	220,000	-	220,000	0%	(100,000)	120,000
3108 Property Tax-HOPTR	50,000	-	50,000	0%	-	50,000
3109 Property Tax-Supplemental, SBE	30,000	-	30,000	0%	-	30,000
3110 Real Property Transfer Tax	86,000	26,235	59,765	31%	34,000	120,000
3112 Property Tax VLF Swap	-	-	-	0%	-	-
3120 Franchise Fee-Solid Waste	286,000	96,320	189,680	34%	-	286,000
3121 Franchise Fee-Electricity	224,000	-	224,000	0%	6,000	230,000
3122 Franchise Fee-Gas	128,000	-	128,000	0%	-	128,000
3123 Franchise Fee Cable-Time Warner	82,000	15,926	66,074	19%	(12,000)	70,000
3124 Franchise Fee-Telecomm-Verizon	163,000	49,646	113,354	30%	32,000	195,000
3200 Business Registration Fee	15,000	6,421	8,579	43%	-	15,000
3201 NPDES Inspection Fee	-	-	-	0%	-	-
3210 Planning Fee	-	-	-	0%	-	-
3230 Develop/Engineering Permit Fee	-	36	(36)	0%	100	100
3235 Encroachment Permit	-	-	-	0%	-	-
3240 Building & Safety Fee	140,000	111,754	28,246	80%	84,300	224,300
3260 Private Development Fee	800,000	262,752	537,248	33%	611,800	1,411,800
3265 Animal Control Fee	-	-	-	0%	-	-

City of Wildomar

Revenue Group

Budget Report

2nd Quarter July 1, 2013 - December 31, 2013

Prepared By:
Reviewed/Approved By:

<i>Account Number</i>	<i>Budget</i>	<i>6 month actual Revenues</i>	<i>Remaining Budget</i>	<i>% Received</i>	<i>Proposed Adjustment</i>	<i>Adjusted Budget</i>
3268 Code Enforcement Revenue	5,000	6,001	(1,001)	120%	15,000	20,000
3270 Fines & Forfeitures	65,000	7,943	57,057	12%	(15,000)	50,000
3271 AMR Fines	9,000	-	9,000	0%	-	9,000
3300 Abandoned Property Registration	20,000	4,100	15,900	21%	(10,000)	10,000
3310 Public Safety Revenue	10,000	4,718	5,282	47%	-	10,000
3320 Special Event Revenue	3,000	179	2,821	6%	(2,800)	200
3322 Parks & Recreation	3,000	-	3,000	0%	-	3,000
3323 Farmers Market	-	-	-	0%	-	-
3325 Sports Leagues	2,000	-	2,000	0%	-	2,000
3326 Citizen Corp Revenue	-	-	-	0%	-	-
3500 Motor Vehicle License Fee	-	-	-	0%	-	-
3525 SB90 State Mandated Cost Reimb	10,000	-	10,000	0%	-	10,000
3526 State Condemnation Rev	1,000	-	1,000	0%	-	1,000
3530 County Augmentation	-	-	-	0%	-	-
3535 County/Special Dist. Reimb.	20,000	42	19,958	0%	(19,800)	200
3540 Grant Revenue	-	-	-	0%	-	-
3800 Interest Income	5,000	-	5,000	0%	-	5,000
3801 Gain or Loss on Investment	-	(421)	421	0%	-	-
3802 Cash Over/Short	-	(0)	0	0%	-	-
3850 Miscellaneous Income	1,000	1,010	(10)	101%	-	1,000
3851 Save Our Park Donation	-	-	-	0%	-	-
3852 Donations	-	-	-	0%	-	-
3853 SOP Donation-O'Brien	-	-	-	0%	-	-
3854 SOP Donation-Windsong	-	-	-	0%	-	-
3855 GDS Park Rehab	-	26,844	(26,844)	0%	-	-
3900 Transfers In	535,800	267,900	267,900	50%	-	535,800
3901 Prior Period Adjustment	-	89,474	(89,474)	0%	89,500	89,500
Total General Fund	7,416,800	2,403,265	5,013,535	32%	713,100	8,129,900

City of Wildomar

Revenue Group

Budget Report

2nd Quarter July 1, 2013 - December 31, 2013

Prepared By:
Reviewed/Approved By:

<u>Account Number</u>	<u>Budget</u>	<u>6 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
200 Gas Tax						
3503 Gas Tax 2103	553,000	214,143	338,857	39%	-	553,000
3505 Gas Tax 2105	182,000	77,080	104,920	42%	-	182,000
3506 Gas Tax 2106	126,000	57,359	68,641	46%	-	126,000
3507 Gas Tax 2107	272,000	126,026	145,974	46%	-	272,000
3508 Gas Tax 2107.5	6,000	6,000	-	100%	-	6,000
3535 County/Special Dist. Reimb.	-	-	-	0%	-	-
3540 Grant Revenue	744,215	-	744,215	0%	(15)	744,200
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
3901 Prior Period Adjustment	-	-	-	0%	-	-
Total Gas Tax	1,883,215	480,608	1,402,606	26%	(15)	1,883,200
201 Measure A						
3520 Measure A Revenue	487,000	157,318	329,682	32%	-	487,000
3540 Grant Revenue	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3850 Miscellaneous Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total Measure A	487,000	157,318	329,682	32%	-	487,000
210 AQMD						
3510 AQMD-AB2766	35,000	10,584	24,416	30%	-	35,000
3800 Interest Income	-	-	-	0%	-	-
Total AQMD	35,000	10,584	24,416	30%	-	35,000

City of Wildomar

Revenue Group

Budget Report

2nd Quarter July 1, 2013 - December 31, 2013

Prepared By:
Reviewed/Approved By:

<i>Account Number</i>	<i>Budget</i>	<i>6 month actual Revenues</i>	<i>Remaining Budget</i>	<i>% Received</i>	<i>Proposed Adjustment</i>	<i>Adjusted Budget</i>
251 LLMD 89-1C						-
3550 Special Assessment	-	-	-	0%	-	-
8803 Zone 3 Special Assessment	108,000	-	108,000	0%	-	108,000
8818 Zone 18 STL Special Assessment	700	-	700	0%	-	700
8826 Zone 26 STL Special Assessment	1,000	-	1,000	0%	-	1,000
8827 Zone 27 STL Special Assessment	1,100	-	1,100	0%	-	1,100
8829 Zone 29 Special Assessment	900	-	900	0%	-	900
8830 Zone 30 Special Assessment	28,000	-	28,000	0%	-	28,000
8835 Zone 35 STL Special Assessment	200	-	200	0%	-	200
8842 Zone 42 Special Assessment	29,700	-	29,700	0%	-	29,700
8850 Zone 50 STL Special Assessment	300	-	300	0%	-	300
8851 Zone 51 Special Assessment	7,000	-	7,000	0%	-	7,000
8852 Zone 52 Special Assessment	56,800	-	56,800	0%	-	56,800
8859 Zone 59 Special Assessment	4,400	-	4,400	0%	-	4,400
8862 Zone 62 Special Assessment	15,600	-	15,600	0%	-	15,600
8867 Zone 67 Special Assessment	6,500	-	6,500	0%	-	6,500
8870 Zone 70 STL Special Assessment	1,100	-	1,100	0%	-	1,100
8871 Zone 71 Special Assessment	9,300	-	9,300	0%	-	9,300
8872 Zone 71 Special Lighting	400	-	400	0%	-	400
8873 Zone 73 STL Special Assessment	700	-	700	0%	-	700
8888 Zone 88 STL Special Assessment	700	-	700	0%	-	700
8890 Zone 90 Special Assessment	32,200	-	32,200	0%	-	32,200
Total LLMD 89-1C		-	304,600	0%	-	304,600
252 CSA-22						-
3550 Special Assessment		-	30,000	0%	-	30,000
Total CSA-22	30,000	-	30,000	0%	-	30,000
253 CSA-103						-
3550 Special Assessment	146,000	-	146,000	0%	-	146,000
Total CSA-103	146,000	-	146,000	0%	-	146,000
254 CSA-142						-
3550 Special Assessment	32,900	-	32,900	100%	-	32,900
Total CSA-142	32,900	-	32,900	100%	-	32,900
255 Measure Z Park						-
3320 Special Event Revenue	-	1,594	(1,594)	-100%	1,600	1,600
3550 Special Assessment	343,200	-	343,200	0%	-	343,200
3855 GDS	-	26,400	(26,400)	-100%	26,400	26,400
Total Measure Z Park	343,200	27,994	315,206	-200%	28,000	371,200

City of Wildomar

Revenue Group

Budget Report

2nd Quarter July 1, 2013 - December 31, 2013

Prepared By:
Reviewed/Approved By:

<u>Account Number</u>	<u>Budget</u>	<u>6 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
280 Grants						
3535 County/Special Dist. Reimb.	-	-	-	0%	-	-
3540 Grant Revenue	689,000	-	-	0%	-	689,000
3900 Transfers In	-	-	-	0%	-	-
Total Grants	689,000	-	-	0%	-	689,000
281 SLESF						
3521 SLESF Revenue	100,000	50,000	50,000	50%	-	100,000
3540 Grant Revenue	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total SLESF	100,000	50,000	50,000	50%	-	100,000
282 CDBG						
3540 Grant Revenue	110,000	-	-	0%	-	110,000
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total CDBG	110,000	-	-	0%	-	110,000

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City of Wildomar

Revenue Group

Budget Report

2nd Quarter July 1, 2013 - December 31, 2013

Prepared By:
Reviewed/Approved By:

Account Number	Budget	6 month actual Revenues	Remaining Budget	% Received	Proposed Adjustment	Adjusted Budget
300 Cemetery						-
3104 Pass Through Payment	-	-	-	0%	-	-
3105 Property Tax-Secured	209,000	107,974	101,026	0%	-	209,000
3106 Property Tax-Unsecured	15,000	15,951	(951)	106%	-	15,000
3107 Property Tax-Prior Year	1,000	-	1,000	0%	-	1,000
3108 Property Tax-HOPTR	1,000	-	1,000	0%	-	1,000
3109 Property Tax-Supplemental, SBE	5,000	-	5,000	0%	-	5,000
3111 Property Tax-Teeter	11,000	(9,177)	20,177	-83%	-	11,000
3525 SB90 State Mandated Cost Reimb	-	-	-	0%	-	-
3527 State Mandated Cost Reimbursement	-	-	-	0%	-	-
3536 Endowment	-	-	-	0%	-	-
3537 Proceeds from Cemetery	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3850 Miscellaneous Income	50,000	22,534	27,466	45%	-	50,000
3900 Transfers In	-	-	-	0%	-	-
3910 Contribution from County	-	-	-	0%	-	-
Total Cemetery	292,000	137,281	154,719	68%	-	292,000
301 Cemetery Endowment						-
3104 Pass Through Payment	-	-	-	0%	-	-
3105 Property Tax-Secured	-	-	-	0%	-	-
3106 Property Tax-Unsecured	-	-	-	0%	-	-
3536 Endowment	9,000	5,200	3,800	58%	-	9,000
3537 Proceeds from Cemetery	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3850 Miscellaneous Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
3910 Contribution from County	-	-	-	0%	-	-
Total Cemetery Endowment	9,000	5,200	3,800	58%	-	9,000
410 Admin DIF						-
3560 Development Impact Fee	16,500	55	16,445	0%	-	16,500
3561 DIF-Single Family Residence	-	3,311	(3,311)	0%	-	-
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	30	(30)	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total Admin DIF	16,500	3,396	13,104	0%	-	16,500

City of Wildomar

Revenue Group

Budget Report

2nd Quarter July 1, 2013 - December 31, 2013

Prepared By:
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<u>Account Number</u>	<u>Budget</u>	<u>6 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
420 Public Facilities DIF						
3560 Development Impact Fee	362,000	1,207	360,793	0%	-	362,000
3561 DIF-Single Family Residence	-	65,178	(65,178)	0%	-	-
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	681	(681)	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total Public Facilities DIF	362,000	67,066	294,934	0%	-	362,000
430 Fire Facilities DIF						
3560 Development Impact Fee	212,000	705	211,295	0%	-	212,000
3561 DIF-Single Family Residence	-	38,070	(38,070)	0%	-	-
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	644	(644)	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total Fire Facilities DIF	212,000	39,419	172,581	0%	-	212,000
440 Trans-Roads DIF						
3560 Development Impact Fee	165,000	549	164,451	0%	-	165,000
3561 DIF-Single Family Residence	-	29,646	(29,646)	0%	-	-
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	270	(270)	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total Trans-Roads DIF	165,000	30,465	134,535	0%	-	165,000
450 Trans-Signals DIF						
3560 Development Impact Fee	126,000	420	125,580	0%	-	126,000
3561 DIF-Single Family Residence	-	22,680	(22,680)	0%	-	-
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	920	(920)	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total Trans-Signals DIF	126,000	24,020	101,980	0%	-	126,000

City of Wildomar

Revenue Group

Budget Report

2nd Quarter July 1, 2013 - December 31, 2013

Prepared By:
Reviewed/Approved By:

<u>Account Number</u>	<u>Budget</u>	<u>6 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
460 Regional Parks DIF						-
3560 Development Impact Fee	169,000	563	168,437	0%	-	169,000
3561 DIF-Single Family Residence	-	30,402	(30,402)	0%	-	-
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	298	(298)	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total Regional Parks DIF	169,000	31,263	137,737	0%	-	169,000
470 Community Ctr DIF						
3560 Development Impact Fee	19,000	65	18,935	0%	-	19,000
3561 DIF-Single Family Residence	-	3,510	(3,510)	0%	-	-
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	-	-	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total Community Ctr DIF	19,000	3,575	15,425	0%	-	19,000
480 Multipurpose Trails DIF						
3560 Development Impact Fee	95,000	316	94,684	0%	-	95,000
3561 DIF-Single Family Residence	-	17,064	(17,064)	0%	-	-
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	167	(167)	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total Multipurpose Trails DIF	95,000	17,547	77,453	0%	-	95,000
490 Library DIF						
3560 Development Impact Fee	25,500	341	25,159	1%	-	25,500
3561 DIF-Single Family Residence	-	18,073	(18,073)	0%	-	-
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	-	-	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total Library DIF	25,500	18,414	7,086	1%	-	25,500
Grand Total	13,068,715	3,507,415	9,561,300	27%	741,085	13,809,800

13,809,800
0

City of Wildomar
Expenditure Status Report
 2nd Quarter FY 2013-14 Expenditure Status
 July 1, 2013 through December 31, 2013

	<i>Budget</i>	<i>6 month actual expenditures</i>	<i>Remaining Budget</i>	<i>% spent</i>	<i>Requested Budget Change</i>	<i>Revised Budget</i>
General Fund						
City Council	108,100	56,841	51,259	53%	1,600	109,700
City Manager	297,600	144,752	152,848	49%	-	297,600
City Clerk	149,200	56,378	92,822	38%	(9,100)	140,100
City Attorney	204,000	96,131	107,869	47%	-	204,000
Administrative Svcs	205,900	150,995	54,905	73%	-	205,900
Community Services	51,100	4,253	46,847	8%	500	51,600
Non-Departmental/Facilities	347,400	312,676	34,724	90%	109,900	457,300
General Government	1,363,300	822,026	541,274	60%	102,900	1,466,200
Community Dev Admin	276,300	31,889	244,411	0%	-	276,300
Planning Commission	25,900	10,602	15,298	41%	-	25,900
Building and Safety	434,400	150,100	284,300	35%	-	434,400
Planning	195,200	89,168	106,032	46%	0	195,200
Private Development	730,500	429,383	301,117	59%	253,200	983,700
Development Engineering	1,000	899	101	90%	100	1,100
Code Enforcement	108,200	62,493	45,707	58%	5,200	113,400
Public Works	-	-	-	0%	1,600	1,600
Community Development	1,771,500	774,534	996,966	44%	260,100	2,031,600
Public Works	3,000	2,263	737	75%	0	3,000
Office of Emergency Mgmt	21,400	4,598	16,802	21%	-	21,400
Police	1,999,600	357,484	1,642,116	18%	7,800	2,007,400
Fire	1,978,200	1,846	1,976,354	0%	-	1,978,200
Animal Control	445,300	196,794	248,506	44%	-	445,300
Public Safety	4,447,500	562,986	3,884,514	13%	7,800	4,455,300
General Fund	7,582,300	2,159,546	5,422,754	28%	370,800	7,953,100

City of Wildomar
Expenditure Status Report
 2nd Quarter FY 2013-14 Expenditure Status
 July 1, 2013 through December 31, 2013

		<i>Budget</i>	<i>6 month actual expenditures</i>	<i>Remaining Budget</i>	<i>% spent</i>	<i>Requested Budget Change</i>	<i>Revised Budget</i>
200	Gas Tax						
200-410	Electricity						
Total	Electricity	-	4,733	(4,733)	0%	-	-
200-450	Public Works/Engineering						
Total	Public Works/Engineering	1,198,800	714,794	484,006	60%	-	1,198,800
200-908	Clinton Keith/I-15 Interchg 01						
200-908-4500	Public Works						
Total	Clinton Keith/I-15 Interchg 01	-	9,390	(9,390)	0%	-	-
200-909	Bundy Canyon/Scott Rd Widen 02						
200-909-4500	Public Works						
Total	Bundy Canyon/Scott Rd Widen 02	-	2,430	(2,430)	0%	-	0
Total	Clinton Keith Widen 05	-	646	(646)	0%	-	0
200-912							
Total	Clinton Keith Widen 08	-	5,340	(5,340)	0%	-	0
200-913							
Total	Public Works	-	135	(135)	0%	-	0
200-919							
Total Gas Tax		1,198,800	737,468	461,332	62%	-	1,198,800

City of Wildomar
Expenditure Status Report
 2nd Quarter FY 2013-14 Expenditure Status
 July 1, 2013 through December 31, 2013

		<i>Budget</i>	<i>6 month actual expenditures</i>	<i>Remaining Budget</i>	<i>% spent</i>	<i>Requested Budget Change</i>	<i>Revised Budget</i>
201	Measure A						
201-450	Public Works/Engineering						
201-450-4500	Public Works						
Total	Public Works/Engineering	147,400	54,200	21,300	0%	-	147,400
201-901	Accessibility Imp Prog						
201-901-4500	Public Works						
Total	Accessibility Imp Prog	20,000	1,632	18,368	0%	-	20,000
201-902	Roadway Safety Imp						
201-902-4500	Public Works						
Total	Roadway Safety Imp	40,000	80,437	(40,437)	201%	-	40,000
201-903	Slurry Seal Prog						
201-903-4500	Public Works						
Total	Slurry Seal Prog	550,000	2,667	547,333	0%	-	550,000
201-905	Unpaved Roadway						
201-905-4500	Public Works						
Total	Unpaved Roadway	33,000	1,696	31,304	5%	-	33,000
201-906	City Wide Maint Prog						
201-906-4500	Public Works						
Total	City Wide Maint Prog	127,000	95,863	31,137	75%		127,000
201-924	Public Works						
201-924-4500	Unpaved Roadway						
	Unpaved Roadway	-	5,277	(5,277)	0%		0
Total	Measure A	917,400	241,773	603,727	26%		917,400

City of Wildomar
Expenditure Status Report
 2nd Quarter FY 2013-14 Expenditure Status
 July 1, 2013 through December 31, 2013

		<i>Budget</i>	<i>6 month actual expenditures</i>	<i>Remaining Budget</i>	<i>% spent</i>	<i>Requested Budget Change</i>	<i>Revised Budget</i>
210	AQMD						
210-450	Public Works/Engineering						
210-450-4500	Public Works						
Total		39,900	9,902	29,998	0%		39,900
251	LLMD 89-1C						
251-410	General Government						
251-410-4610	Community Services	-	2,486	(2,486)	0%	-	-
251-803-4601	Zone 3	108,000	27,799	80,201	0%	-	108,000
251-818-4502	Zone 18	700	243	457	0%	-	700
251-826-4502	Zone 26	1,000	324	676	0%	-	1,000
251-827-4502	Zone 27	1,100	405	695	0%	-	1,100
251-829-4601	Zone 29	900	1,203	(303)	0%	-	900
251-830-4601	Zone 30	28,000	2,890	25,110	0%	-	28,000
251-835-4502	Zone 35	200	58	142	0%	-	200
251-842-4601	Zone 42	29,700	6,708	22,992	0%	-	29,700
251-850-4502	Zone 50	300	81	219	0%	-	300
251-851-4601	Zone 51	7,000	1,713	5,287	0%	-	7,000
251-852-4601	Zone 52	56,800	3,009	53,791	0%	-	56,800
251-859-4601	Zone 59	4,400	734	3,666	0%	-	4,400
251-862-4601	Zone 62	15,600	115	15,485	0%	-	15,600
251-867-4601	Zone 67	6,500	58	6,443	0%	-	6,500
251-870-4502	Zone 70	1,100	243	857	0%	-	1,100
251-871-4502	Zone 71 Street Lights	400	65	335	0%	-	400
251-871-4601	Zone 71 Landscape	9,300	1,528	7,772	0%	-	9,300
251-873-4502	Zone 3 Street Lights	700	162	538	0%	-	700
251-888-4502	Zone 88	700	-	700	0%	-	700
251-890-4601	Zone 90	32,200	-	32,200	0%	-	32,200
	Community Services	304,600	49,824	254,776	16%	-	304,600
Total	General Government	304,600	49,824	254,776	16%	-	304,600
251-450-4502	Street Lights						
Total	Public Works/Engineering	40,800	20,400	20,400	0%		40,800
LLMD 89-1C		345,400	70,224	275,176	20%	-	345,400

City of Wildomar
Expenditure Status Report
 2nd Quarter FY 2013-14 Expenditure Status
 July 1, 2013 through December 31, 2013

		<i>Budget</i>	<i>6 month actual expenditures</i>	<i>Remaining Budget</i>	<i>% spent</i>	<i>Requested Budget Change</i>	<i>Revised Budget</i>
252	CSA-22						
252-450-4502							
Total	CSA-22	34,000	17,570	16,430	52%	-	34,000
253	CSA-103						
253-410	General Government						
253-410-4601	Landscape						
		9,300	4,834	4,466			9,300
		9,300	4,834	4,466	52%	-	9,300
	Landscape						
253-410-4610	Community Services						
	Community Services	3,800	309	3,491	8%	-	3,800
	General Government	13,100	5,143	7,957	39%	-	13,100
	Public Works/Engineering	19,500	76,052	(56,552)	390%	-	19,500
	Street Lights	132,900	0	132,900	0%	-	132,900
	CSA-103	165,500	81,195	84,305	49%	-	165,500
254	CSA-142						
254-410-4610	Community Services						
Total	General Government	4,100	569	1,247	14%	-	4,100
254-450	Public Works/Engineering						
254-450-4500	Public Works						
Total	Public Works	4,400	11,900	(7,500)	270%	-	4,400
254-450-4502	Street Lights	28,800	-	28,800	0%	-	28,800
Total	Public Works/Engineering	33,200	11,900	21,300	36%	-	33,200
	CSA-142	37,300	12,469	24,831	33%	-	37,300

City of Wildomar
Expenditure Status Report
 2nd Quarter FY 2013-14 Expenditure Status
 July 1, 2013 through December 31, 2013

		<i>Budget</i>	<i>6 month actual expenditures</i>	<i>Remaining Budget</i>	<i>% spent</i>	<i>Requested Budget Change</i>	<i>Revised Budget</i>
255 Measure Z Park							
255-410-4610							
Total	General Government	81,900	46,612	35,288	57%	-	81,900
255-410-4611	O'Brien Park						
Total	O'Brien Park	163,900	44,878	119,022	27%	-	163,900
255-410-4612	Heritage Park						
Total	Heritage Park	27,500	9,953	17,547	36%	-	27,500
255-410-4613	Windsong Park						
Total	Windsong Park	33,400	3,601	29,799	11%	-	33,400
255-450-4500	Public Works/Engineer	-	-	-			
Total	Public Works/Engineering	-	332	(332)	0%	-	-
Total	Measure Z Park	306,700	105,377	201,323	34%	0	306,700
280 Grants							
280-410-4200	Administrative Services						
		6,900	3,450	3,450	50%	-	6,900
280-410-4610	Community Services						
			-	-			
Total	General Government	6,900	3,450	3,450	0%	-	6,900

City of Wildomar
Expenditure Status Report
 2nd Quarter FY 2013-14 Expenditure Status
 July 1, 2013 through December 31, 2013

		<i>Budget</i>	<i>6 month actual expenditures</i>	<i>Remaining Budget</i>	<i>% spent</i>	<i>Requested Budget Change</i>	<i>Revised Budget</i>
Grants Continued							
280-450	Public Works/Engineering						
280-450-4500	Public Works						
Total	Public Works/Engineering	-	322	-	0%	-	-
280-907-4500	Public Works						
Total	Safe Sidewalks to Schools	-	14,221	(14,221)	0%	-	-
280-908	Clinton Keith/I-15 Interchg 01	-	2,041	-	0%	-	-
280-908-4500	Public Works						
Total	Clinton Keith/I-15 Interchg 01	-	16,584	(16,584)	0%	-	-
280-909	Bundy Canyon/Scott Rd Widen 02						
280-909-4500	Public Works						
Total	Bundy Canyon/Scott Rd Widen 02	-	-	-	0%	-	-
280-912	Palomar Widen 05						
		-	2,130	(2,130)	0%	-	-
280-912-4500	Public Works						
280-913	Clinton Keith Widen 08						
280-913-4500	Public Works		6,408				
Total	Clinton Keith Widen 08	-	8,538	(8,538)	0%	-	-
280-914	Street Light Replacement						
280-914-4500	Public Works						
Total	Street Light Replacement	-	48,762	(48,762)	0%	-	-

City of Wildomar
Expenditure Status Report
 2nd Quarter FY 2013-14 Expenditure Status
 July 1, 2013 through December 31, 2013

		<i>Budget</i>	<i>6 month actual expenditures</i>	<i>Remaining Budget</i>	<i>% spent</i>	<i>Requested Budget Change</i>	<i>Revised Budget</i>
Grants Continued							
280-918	Safe Sidewalks to Schools SR2S Phase 2		10,103	(10,103)			
280-918-4500	Public Works						
Total	Safe Sidewalks to Schools SR2S Phase 2	-	10,103	(10,103)	0%	-	-
280-919	Safe Sidewalks to Schools SB821 Phase 2						
280-919-4500	Public Works						
	Safe Sidewalks to Schools SB821 Phase 2	-	431	(431)	0%	-	-
280-920	Safe Sidewalks to Schools SB821-Grand						
280-920-4500	Public Works	-	8,746	(8,746)	0%	-	-
Total	Safe Sidewalks to Schools SB821-Grand		9,176	(9,176)	0%	-	-
280-921	Traffic Signal Imp-HiddenSpr/ClintonKeit						
280-921-4500	Public Works						
280-921	Traffic Signal Imp-HiddenSpr/ClintonKeit						
280-921-4500	Public Works						
Total	Traffic Signal Imp-HiddenSpr/ClintonKeit	-	6,655	(6,655)	0%	-	-
280-923	Collier Elementary Sidewalk Imp						
280-923-4500	Public Works						
Total	Collier Elementary Sidewalk Imp	-	1,112	(1,112)	0%	-	-
280-923	Collier Elementary Sidewalk Imp						
280-925-4500	Public Works						
Total	Collier Elementary Sidewalk Imp	-	1,128	(1,128)	0%	-	-
280-926-4500	Public Works						
Total	Collier Elementary Sidewalk Imp	-	1,173	(1,173)	0%	-	-

City of Wildomar
Expenditure Status Report
 2nd Quarter FY 2013-14 Expenditure Status
 July 1, 2013 through December 31, 2013

		<i>Budget</i>	<i>6 month actual expenditures</i>	<i>Remaining Budget</i>	<i>% spent</i>	<i>Requested Budget Change</i>	<i>Revised Budget</i>
280-952	Homeland Sec Grant Prog-Travel						
280-952-4610	Community Services						
Total	Homeland Sec Grant Prog-Travel	31,100	-	31,100	0%	-	31,100
280-954	Homeland Sec Grant Prog-FY11						
280-954-4610	Community Services						
Total	Homeland Sec Grant Prog-FY11	5,000	-	5,000	0%	-	5,000
280-955	EMPG FY12						
280-955-4610	Community Services						
Total	EMPG FY12	10,900	-	-	0%	-	10,900
280-956-52012	Departmental Supplies	5,000	-	-			5,000
Total	Grants	58,900	106,680	(47,780)	181%	-	58,900
281	SLESF						
281-460	Public Safety						
281-460-4700	Police						
Total	SLESF	100,000	50,000	50,000	50%	-	100,000
282	CDBG						
282-410	General Government						
282-410-4610	Community Services						
Total	General Government	34,700	7,350	27,350	21%	-	34,700
282-430	Community Development						
282-430-4310	Building and Safety	-	9,494	(9,494)	0%	-	-
282-430-4350	Code Enforcement	90,000	-	90,000	0%	(32,000)	58,000
Total	Community Development	124,700	16,844	107,856	14%	(32,000)	92,700
	CDBG	124,700	16,844	107,856	14%	(32,000)	92,700

City of Wildomar
Expenditure Status Report
 2nd Quarter FY 2013-14 Expenditure Status
 July 1, 2013 through December 31, 2013

		<i>Budget</i>	<i>6 month actual expenditures</i>	<i>Remaining Budget</i>	<i>% spent</i>	<i>Requested Budget Change</i>	<i>Revised Budget</i>
300	Cemetery						
300-470	Enterprise						
300-470-4725	Cemetery						
	Cemetery	283,300	117,045	166,255	41%		283,300
410	Admin DIF						
410-410	General Government						
410-410-4300	Community Dev Admin						
	Community Dev Admin	3,900	33,524	(29,624)	0%	-	3,900
	Admin DIF	3,900	33,524	(29,624)	0%	-	3,900
420	Public Facilities DIF						
420-410	General Government						
420-410-4300	Community Dev Admin						
	Community Dev Admin	83,500	48,434	71,200	0%	-	83,500
	Public Facilities DIF	83,500	48,434	71,200	0%	-	83,500
430	Fire Facilities DIF						
430-410	General Government						
430-410-4300	Community Dev Admin						
	Community Dev Admin	-	-	-	0%	5,000	5,000
	Fire Facilities DIF	-	-	-	0%	5,000	5,000
440	Trans-Roads DIF						
440-410	General Government						
440-410-4300	Community Dev Admin						
	Community Dev Admin	-	495	(495)	0%	5,000	5,000
	Trans-Roads DIF	-	495	(495)	0%	5,000	5,000

City of Wildomar
Expenditure Status Report
 2nd Quarter FY 2013-14 Expenditure Status
 July 1, 2013 through December 31, 2013

		<i>Budget</i>	<i>6 month actual expenditures</i>	<i>Remaining Budget</i>	<i>% spent</i>	<i>Requested Budget Change</i>	<i>Revised Budget</i>
<hr/>		<hr/>					
460-410-4300	Community Dev Admin						
	Community Dev Admin	-	7,756	(7,756)	0%	10,000	10,000
	Regional Parks DIF	-	7,756	1,300	0%	10,000	10,000
480	Multipurpose Trails DIF	<hr/>					
480-410	General Government						
480-410-4300	Community Dev Admin						
	Community Dev Admin	56,700	3,661	53,039	0%	-	56,700
	Multipurpose Trails DIF	56,700	3,661	53,039	0%	-	56,700
490	Library DIF	<hr/>					
490-410	General Government						
490-410-4300	Community Dev Admin						
	Library DIF	-	-	800	0%	-	-
<hr/>		<hr/>					
	Total All Funds	\$ 11,338,300	\$ 3,819,965	\$ 7,492,425	34%	\$ 358,800	\$ 11,697,100
	Control totals	11,338,200	3,819,965				
	Variance	100	(0)				

Ordinance CITY OF WILDOMAR – COUNCIL
Agenda Item #2.5
PUBLIC HEARING
Meeting Date: February 12, 2014

TO: Mayor and City Council Members

FROM: Dan York, Public Works Director/City Engineer

SUBJECT: Second Reading - Ordinance No. 92 - 2013 California Building Codes Adoption

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 92

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 8.28, 15.12, 15.16, 15.20, 15.24, 15.28, 15.32, AND 15.52 OF THE WILDOMAR MUNICIPAL CODE, AND ADDING CHAPTERS 15.18, 15.22 AND 15.38 TO THE WILDOMAR MUNICIPAL CODE, BY ADOPTING THE 2013 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE) WITH APPENDICES AND AMENDMENTS THERETO.

BACKGROUND:

The California Building Standards Commission (CBSC) is the regulatory body that is responsible for the review and adoption of building standards to be used throughout the state of California. These regulations are the minimum standard used in order to preserve life, safety, and welfare in the construction, alteration, and repair of the built environment. The CBSC updates these codes every three years.

In July of 2013, the CBSC adopted the 2013 edition of the California Building Standards Code, which is based upon a group of codes promulgated by the International Code Council's (ICC) family of codes, the International Association of Plumbing and Mechanical Officials (IAPMO) and the National Fire Protection Association (NFPA). It is this collaboration of codes that make up the California Code of Regulations, Title 24, also known as the California Building Standards Code. The 2013 California Building Standards Code goes into effect on January 1, 2014.

Health & Safety Code Sections 17922 and 17958 mandate that counties and cities adopt an ordinance adopting by reference the California Building Standards Code. However, cities are allowed to make amendments to the California Building Standards Code due to the existence of unique regional and/ or local climatic, topographical or geographical conditions. Findings must be made supporting the amendments and submitted to the State Department of Housing and Community Development for confirmation.

The proposed ordinance adopts the 2013 California Building Standards Code by reference and makes certain amendments to the Code. Staff has chosen to propose very minimal amendments to these Codes. Amendments are primarily administrative in nature. Administrative amendments do not require findings supporting their adoption. The substantive amendments that are made are to the Fire Code and the Residential Code. The Amendments to the Residential Code are actually required by that Code (there is a blank table that the Code requires each agency to fill in). The amendments to the Fire Code were prepared by the Riverside County Fire Department and submitted to the City for adoption.

Government Code Section 50022.2 provides the procedures for adopting an ordinance that adopts by reference other codes. This section requires that a public hearing on the proposed ordinance be set after the first reading of the ordinance is conducted. The City Council conducted its first reading of this Ordinance at its meeting on December 11, 2013, and set the public hearing for February 12, 2014.

Submitted by:
Daniel York
Public Works Director/City Engineer

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Ordinance No. 92

ORDINANCE NO. 92

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 8.28, 15.12, 15.16, 15.20, 15.24, 15.28, 15.32, AND 15.52 OF THE WILDOMAR MUNICIPAL CODE, AND ADDING CHAPTERS 15.18, 15.22 AND 15.38 TO THE WILDOMAR MUNICIPAL CODE, BY ADOPTING THE 2013 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE) WITH APPENDICES AND AMENDMENTS THERETO.

THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals.

1. The California Building Standards Commission adopts a comprehensive update to the California Building Standards Code, codified as Title 24 of the California Code of Regulations, every three years.

2. Under California Health and Safety Code section 17922(a), such building standards and regulations are substantially the same as those contained in the most recent editions of the Uniform Building Code, Uniform Housing code, Uniform Plumbing Code, Uniform Mechanical Code, and National Electrical Code, and are distinguished by being referenced by the California version of the respective code.

3. The Commission has completed the 2013 update to the California Building Standards Code ("2013 Code") and made those updates available to the public by July 1, 2013.

4. The 2013 Code takes effect in all jurisdictions on January 1, 2014, under California Health and Safety Code section 17958 and 2013 California Building Code, Appendix Chapter 1, Section 101.4.

5. California Health and Safety code sections 17922 and 17958 mandate that counties and cities adopt ordinances and regulations imposing the same requirements as are contained in the 2013 Code.

6. The City is authorized by Health and Safety Code Sections 17958.7 and 18941.5 and California Government Code Section 50022.2 to adopt amendments to the 2013 Code in order to incorporate appendices, address unique administrative requirements of the City, and in order to modify building standards to the extent that the modifications are reasonably necessary because of local climatic, geological, or topographical conditions.

7. The City has previously adopted local amendments to previous versions of the California Building Standards Code, and codified those local amendments in Chapters 8.28, 15.12, 15.16, 15.20, 15.24, 15.28, 15.32, and 15.52 of the Wildomar Municipal Code.

8. On December 11, 2013, the City Council held first reading of an ordinance to amend Chapters 8.28, 15.12, 15.16, 15.20, 15.24, 15.28, 15.32 and 15.52 of the Wildomar Municipal Code, and adding Chapters 15.18, 15.22 and 15.38 to the Wildomar Municipal Code, to adopt and amend the 2013 Code, including the local amendments specific to the City of Wildomar (the "Ordinance").

9. The City Council finds that it is to the benefit of the City of Wildomar to adopt the 2013 Code, as amended by this Ordinance, because it provides minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures within the City.

SECTION 2: Compliance with CEQA.

The City Council hereby finds that the action to adopt this Ordinance to amend Chapters 8.28, 15.12, 15.16, 15.20, 15.24, 15.28, 15.32 and 15.52 of the Wildomar Municipal Code, and adding Chapters 15.18, 15.22 and 15.38 to the Wildomar Municipal Code, is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) because the action is exempt from environmental review under CEQA Guidelines Section 15061(b)(3). The activity is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. The Ordinance introduces standards to regulate certain behavior to protect the health, safety, and public welfare, and does not authorize activities or development that could potentially have a physical impact on the environment. Buildings and development projects that are subject to CEQA are reviewed individually prior to issuance of building permit. Accordingly, the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment.

SECTION 3: Findings.

Based on the whole record before it, the City Council finds that the local amendments to the California Building Standards Code set forth in this Ordinance are reasonably necessary because of the following determinations due to local climatic, geological, and/or topographical conditions:

1. The amendments to the 2013 California Fire Code are justified by the local geological, topographical, and climatic conditions identified and set forth in Exhibit A, attached hereto and incorporated herein by reference.

2. The amendments to the 2013 California Residential Building Code are justified by local climatic and geographic conditions specific to the City of Wildomar, and are required to be noted in the appropriate Table 301.2(1) as specified in Section R301.2.

3. The remaining amendments made by this Ordinance are administrative in nature and findings are not required to make these amendments.

SECTION 4: Amendment of Chapter 8.28.

Chapter 8.28 of the Wildomar Municipal Code is amended to read in its entirety as shown on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 5: Amendment of Section 15.04.010

Section 15.04.010 of Chapter 15.04 of the Wildomar Municipal Code is amended to read in its entirety as follows:

Any construction within the city located within one-fourth (1/4) mile from an occupied residence shall be permitted Monday through Saturday, 6:30 am to 7:00 pm. There shall be no construction permitted on Sunday or city-observed holidays unless approval is obtained from the City Building Official or City Engineer.

SECTION 6: Amendment of Chapter 15.12.

Chapter 15.12 of the Wildomar Municipal Code is amended to read in its entirety as follows:

“Chapter 15.12 Building Code

Sections:

15.12.010	Building Code Adopted
15.12.020	Fees
15.12.030	Board of Appeals
15.12.060	Fences

15.12.010 Adoption by Reference-Building Code. Except as hereinafter changed or modified, the 2013 California Building Code (California Code of Regulations, Title 24, Part 2), along with Appendices C, I, and J, of that certain building code, as published by the California Building Standards Commission, are hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of the 2013 California Building code, including the above-designated appendices, shall be on file in the office of the City Clerk.

15.12.020 Fees. Chapter 1, Section 1.8.4. Permit Fees, Applications and Inspections is amended by adding the following:

On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid in accordance with the schedule as established by resolution of the City Council of the city of Wildomar.

15.12.030 Board of Appeals.

A. Section 1.8.8.1 of Chapter 1 is amended to read in its entirety as follows:

1.8.8.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Building Board of Appeals. The Building Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure. The Board shall adopt rules of procedure for conducting its business. In the event the City Council fails to appoint such a Board, the Planning Commission shall function as such.

B. Section 1.8.8.2 of Chapter 1 is repealed in its entirety.

C. Section 1.8.8.3 of Chapter 1 is amended to read in its entirety as follows:

1.8.8.3 Appeals. Except as otherwise provided in law, any person, firm or corporation adversely affected by a decision, order or determination by a city, county, or city and county relating to the application of building standards published in the California Building Standards Code, or any other applicable rule or regulation adopted by the Department of Housing and Community Development, or any lawfully enacted ordinance the City, may appeal the issue for resolution to the Building Board of Appeals.

D. Section 1.8.8 of Chapter 1 is further amended by adding the following sections:

1.8.8.4 Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The Board shall have no authority to waive requirements of this code.

1.8.8.5 Qualifications. The Building Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the City. The Building Official shall act as secretary to the Board.

1.8.8.6 Accessibility Appeals Board. In order to conduct the hearings on written appeals regarding action taken by the building official and to ratify certain exempting actions of the building official in enforcing the accessibility requirements of Title 24 of the California Code of Regulations for privately-funded construction, to serve as an advisor to the building official on disabled access matters, and to make recommendations to the City Council on appeals of decisions made by the building official on City-funded buildings, there shall be an Accessibility Appeals Board. The Accessibility Appeals Board shall consist of five members. Two members of the Appeals Board shall be physically disabled persons, two members shall be persons experienced in construction, and one member shall be a public member. The Building Official shall act as Secretary to the Board. The members of the Accessibility Appeals Board shall be appointed by the City Council and shall hold office at its pleasure.

The Accessibility Appeals Board may approve or disapprove interpretations and enforcement actions taken by the Building Official. All such approvals or disapprovals for privately funded construction shall be final and conclusive as to the Building Official

in the absence of fraud or prejudicial abuse of discretion. The Board shall adopt regulations establishing procedural rules and criteria for the carrying out of its duties.

15.12.050 Fences. Chapter 1, Section 105.2, number 2 under the Building category, is hereby amended to read as follows:

2. Fences not over seven (7) feet high, masonry block walls less than three (3) feet high.”

SECTION 7: Amendment of Chapter 15.16.

Chapter 15.16 of the Wildomar Municipal Code is amended to read in its entirety as follows:

“Chapter 15.16 Residential Code

Sections:

15.16.010 Adoption of the California Residential Code

15.05.020 Modification of the California Residential Code

15.16.010 Adoption of the California Residential Code. Except as hereinafter modified or changed, the 2013 California Residential Code (California Code of Regulations, Title 24, Part 2.5) along with appendix H, published by the California Building Standards Commission are hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Residential Building Code shall be on file in the office of the City Clerk.

15.16.020 Modification of the California Residential Code. The 2013 California Residential Code is hereby modified as follows:

R301.2 Climatic and geographic design criteria. Buildings shall be constructed in accordance with the provisions of this code as limited by the provisions in this section. Additional criteria shall be established by the local jurisdiction and set forth in Table R301.2(1)

(a) TABLE R301.2(1) is completed and footnote (g) is revised, as required by the Residential Building Code, for use in the City of Wildomar.

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA
CITY OF WILDOMAR

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^o	ICE BARRIER UNDERLAYMENT REQUIRED ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	Speed ^d (mph)	Topographic Effects ^k		Weathering ^a	Frost Line Depth ^b	Termite ^c					
ZERO	85	NO	D ₂ or E	Negligible	12"- 24"	Very Heavy	30	NO	See revised footnote (g)	10	63.6

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(4)]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

e. Temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.

f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.

g. The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study and (c) the panel numbers and dates of all currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having jurisdiction, as amended.

h. In accordance with Sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice dam ming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32°)" at www.ncdc.noaa.gov/fpsf.html.

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at www.ncdc.noaa.gov/fpsf.html.

k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

Footnote (g) Wildomar Valley 100-year Flood Plain Limits, October 1979, as last revised May 1986, and adopted by the City of Wildomar at the time of incorporation- July 1, 2008. A subsequent Flood Insurance Study was completed on August 28, 2008.

The following is the list of the current effective panels:

06065C2063G	06065C2044G	06065C2043G,
06065C2681G	06065C2682G	06065C27056G"

SECTION 8: Addition of Chapter 15.18.

Chapter 15.18 is added to the Wildomar Municipal Code to read in its entirety as follows:

**“Chapter 15.18
Historical Building Code**

15.18.010 Adoption of the Historical Building Code. Except as hereinafter modified or changed, the 2013 California Historical Building Code (California Code of Regulations, Title 24, Part 8) published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Historical Building Code shall be on file in the office of the City Clerk.”

SECTION 9: Amendment of Chapter 15.20.

Chapter 15.20 of the Wildomar Municipal Code is amended to read in its entirety as follows:

**“Chapter 15.20
Green Building Code**

15.20.010 Adoption of the Green Building Standards Code. Except as hereinafter modified or changed, the 2013 California Green Building Standards Code (California Code of Regulations, Title 24, Part 11) published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Green Building Standards shall be on file in the office of the City Clerk.”

SECTION 10: Addition of Chapter 15.22

Chapter 15.22 is added to the Wildomar Municipal Code to read in its entirety as follows:

**“Chapter 15.22
Energy Code**

15.22.010 Adoption of the Energy Code. Except as hereinafter modified or changed, the 2013 California Energy Code (California Code of Regulations, Title 24, Part 6), including Appendix 1-A, published by the California Building Standards Commission are hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Green Building Standards shall be on file in the office of the City Clerk.”

SECTION 11: Amendment of Chapter 15.24.

Chapter 15.24 of the Wildomar Municipal Code is amended to read in its entirety as follows:

“Chapter 15.24

Electrical Code

Sections:

15.24.010 Adoption of Electrical Code **15.24.020 Commercial Projects**

15.24.010 Adoption of Electrical Code. Except as hereinafter changed or modified, the 2013 California Electrical Code (California Code of Regulations, Title 24, Part 3), of that certain electrical code, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Electrical Code shall be on file in the office of the City Clerk.

SECTION 12: Amendment of Chapter 15.28.

Chapter 15.28 of the Wildomar Municipal Code is amended to read in its entirety as follows:

“Chapter 15.28 Mechanical Code

15.28.010 Adoption of Mechanical Code. Except as hereinafter changed or modified, the 2013 California Mechanical Code (California Code of Regulations, Title 24, Part 4), along with Appendices B, C, and D of that certain mechanical code, published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Mechanical Code, including the above-designated appendix, shall be on file in the office of the City Clerk.”

SECTION 13: Amendment of Chapter 15.32.

Chapter 15.32 of the Wildomar Municipal Code is amended to read in its entirety as follows:

“Chapter 15.32 Plumbing Code

15.32.010 Adoption of Plumbing Code. Except as hereinafter changed or modified, the 2013 California Plumbing Code (California Code of Regulations, Title 24, Part 5), along with Appendices A, B, D, H, I, and J, as published by the California Building Standards Commission, are hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Plumbing Code shall be on file in the office of the City Clerk.”

SECTION 14: Addition of Chapter 15.38.

Chapter 15.38 is added to the Wildomar Municipal Code to read in its entirety as follows:

**“Chapter 15.38
Referenced Standards Code**

15.38.010 Adoption of Referenced Standards Code. Except as hereinafter modified or changed, the 2013 California Referenced Standards Code (California Code of Regulations, Title 24, Part 12) published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Referenced Standards Code shall be on file in the office of the City Clerk.”

SECTION 15: Amendment of Chapter 15.52.

Chapter 15.52 of the Wildomar Municipal Code is amended to read in its entirety as follows:

**“Chapter 15.52
Existing Building Code**

“15.52.010 Adoption of Existing Building Code. Except as hereinafter changed or modified, the 2013 California Existing Building Code (California Code of Regulations, Title 24, Part 10), including Appendix Chapter A-1, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Existing Building Code shall be on file in the office of the City Clerk.”

SECTION 16: Severability.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 17: Publication.

The City Clerk shall certify to the adoption of this Ordinance and cause same to be posted in the three designated posting places within the City of Wildomar within 15 days after its passage.

SECTION 18: Effective Date.

This Ordinance shall become effective thirty (30) days after its passage by the City Council.

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

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

EXHIBIT “A”

CHAPTER 8.28 FIRE CODE

Section

8.28.010 Findings and Adoption

8.28.020 Amendments to the California Fire Code

8.28.030 Penalties

8.28.010 Findings and Adoption .

A. Findings. The City Council finds as follows:

1. That the International Code Council is a private organization which has been in existence for at least three years;
2. That the International Fire Code, 2013 Edition, published by the International Code Council, is a nationally recognized compilation of proposed rules, regulations, and standards of said organization;
3. That the International Fire Code, 2013 Edition, has been printed and published as a code in book form within the meaning of Section 50022.2 et seq., of the California Government Code and said code has been adopted and amended by the California Building Standards Commission into the California Code of Regulations (CCR) as Title 24, Part 9, titled the California Fire Code, 2013 Edition;
4. That one copy of the California Fire Code, 2013 Edition, has been certified by the City Clerk to be a true copy, and has been filed for use and examination by the public in the office of the City Clerk prior to the adoption of the ordinance codified in this chapter.
5. That the sections of the California Fire Code may be referred to by the same number used in said published compilation preceded by the words “Wildomar Fire Code Section” or “International Fire Code Section” or “Fire Code Section”;
6. That added protection from new development is necessary to supplement normal Fire Department response resources available in areas impacted by new development to provide immediate fire protection for life and safety of single-family residential and multiple-occupancy occupants during fire occurrence. The amendments to the California Fire Code herein, including, but not limited to, enhanced on-site protection of property and occupants are necessary to properly protect the health, safety, and welfare of the existing and future residents and workers of the City of Wildomar based upon the following:
 - a. Climatic Conditions:
 - i. Riverside County and the City of Wildomar is located in Southern California and covers a vast and varied geographic area. The base climate in western Riverside County consists of semi-arid

Mediterranean weather patterns. Areas outside of the mountain terrain annually experience extended periods of high temperatures with little or no precipitation. Hot, dry winds, which may reach speeds of 70 M.P.H. or greater, are common to the area. Examples are: Santa Ana/ Foehn winds, afternoon surface-heating generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration) which necessitates rapid identification, locating and extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, will greatly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

- ii. Although Riverside County and the City of Wildomar occasionally experience periods of significant drought, this area can also experience periods of substantial rainfall. When experiencing heavy rain, or rain over a period of days or weeks, this area is subject to flooding. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding is typically associated with short duration, high intensity precipitation events often associated with summer thunderstorms. Such events can occur even during a drought.
- iii. Water demand in southern California far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall, future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.
- iv. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features such as identification and notification will supplement normal fire

department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

b. Topographical conditions

- i. Natural: A large number of sensitive habitats for various animal species and vegetation consist within large open space areas between major urban centers that impact building and structure location, which impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.
- ii. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County.
- iii. These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

c. Geological Conditions

Located within Riverside County and the City of Wildomar are several known active and potentially active earthquake faults, including the San Andreas, San Jacinto, and Elsinore Fault. In the event of an earthquake, the location of the epicenter as well as the time of day and season of the year would have a profound effect on the number of deaths and casualties, as well as property damage.

The major form of direct damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent upon construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines; gas, sewer, or water mains; which, in turn, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from place to place, dependent upon the regional and local geology. Ground shaking may occur in areas 65 miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can change the mechanical properties of some fine grained, saturated soils, where upon they liquefy and act as a fluid (liquefaction).

- i. Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles

similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings.

- ii. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County and City are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design accompanies with occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas that have extended emergency response times that exceed the 5 minute goal.

California Health and Safety Code Section 17958.7 requires that the modification or change be expressly marked and identified as to which each finding refers. Therefore the City Council finds that the following table sets forth the 2013 California Fire Code sections that have been modified and the associated local climatic, geological and/or topographical conditions described above supporting the modification.

Code Section	Findings a, b & c
103.4.2	Administrative
104.3.2	Administrative
104.12	Administrative
109.4	Administrative
202	Administrative
308.1.6.3	a & c
404.2	Administrative
503.1.1	a, b & c
503.2.2	a, b & c
503.3	a, b & c
503.7	a, b & c
504.1	a, b & c
507.5.5	a, b & c
507.5.7	a, b & c
507.5.8	a, b & c
508.1	a, b & c
606.10.1.2	b & c
903.2	a, b & c
903.3.5.3	Admin + a & b
3204.2.1	Admin + a, b &
4904.3	Administrative
B105.2	Admin + a, b &
C102.1	Admin +a, b &

App. Ch.	Administrative
App. Ch. I	Administrative
App. Ch. J	Administrative
App. Ch.	Administrative

B. Adoption of California Fire Code.

1. The City Council adopts as amended, revised and supplemented the California Fire Code, 2013 Edition, California Code of Regulations Title 24, Part 9, Appendices Chapters A, B, C, E, F, G, and H, in its entirety with the exception of Appendix D, I, J, and K of the California Fire Code. The provisions of the above-referenced codes, standards and appendices shall apply to all areas of the City.
2. The provisions of the above-referenced codes, standards and appendices together with Chapter 7A of the California Building Code regarding materials and construction methods for exterior wildfire exposure, as appropriate, shall apply to all areas of the City.
3. The provisions of the above-referenced codes, chapters, standards and appendices adopted shall include any amendments, revisions and supplements made subsequent to the adoption of the ordinance codified in this chapter.

8.28.020 Amendments to the California Fire Code.

The codes, chapters, standards and appendices are amended as specifically set forth in the following chapters herein:

CHAPTER 1 ADMINISTRATION PERMITS.

Section 101.4 of the California Fire Code is hereby amended to read as follows:

101.4 SEVERABILITY. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance, it being expressly declared that this ordinance and each section, subsection, paragraph, sentence, clause and phrase thereof would have been adopted, irrespective of the fact that one or more other section, subsection, paragraph, sentence, clause or phrase be declared invalid or unconstitutional.

Section 103.4 of the California Fire Code is hereby amended to read as follows:

103.4 LIABILITY. Any liability against the City of Wildomar or any officer or employee shall be as provided for in California Government Code and case law.

A new Section 103.4.2 is hereby added to Section 103.4 of the California Fire Code to read as follows:

103.4.2 Cost Recovery. Fire suppression, investigation, rescue or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as amended. Additionally, any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code Section 53150, et seq, as amended. Any expense incurred by the Riverside County Fire Department for securing such emergency shall constitute a debt of such person and shall be collectable by Riverside County in the same manner as in the case of an obligation under contract, express or implied.

Section 104.2.1 of the California Fire Code is hereby added to read as follows:

104.2.1 SERVICE AND PERMIT FEES. Fees for services and permits shall be as set forth in Chapter 3.44. Payment shall be made at the time of application or as otherwise provided for in Chapter 3.44.

Fees for reproduction of documents shall be \$15.00 per record.

Fees for reproduction of photographs shall be \$3.00 per picture.

Section 104.3 of the California Fire Code is hereby amended to read as follows:

104.3.2. Authority of the Fire Chief and Fire Department.

1. The Fire Chief is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the City Council.

2. The Fire Chief is authorized to administer, interpret and enforce this ordinance. Under the Fire Chief's direction, the Riverside County Fire Department is authorized to enforce the City of Wildomar Municipal Code pertaining to the following:

- a. The prevention of fires.
- b. The suppression or extinguishment of dangerous or hazardous fires.
- c. The storage, use and handling of hazardous materials.
- d. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.
- e. The maintenance and regulation of fire escapes.
- f. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.
- g. The maintenance of means of egress.
- h. The investigation of the cause, origin and circumstances of fire and

unauthorized releases of hazardous materials.

3. The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:

- a. The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.
- b. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.
- c. The Riverside County Sheriff and any deputy sheriff.
- d. The Police Chief and any Police Officer of any city served by the Riverside County Fire Department.
- e. Officers of the California Highway Patrol.
- f. Code Officers of the City of Wildomar Code Enforcement Department.

A new Section 104.12 is hereby added to Section 104 of the California Fire Code to read as follows:

104.12 Authority of the Fire Chief. Except upon National Forest Land, the Fire Chief is authorized to determine and announce the closure of any hazardous fire area or portion thereof. Any closure by the Fire Chief for a period of more than fifteen (15) calendar days must be approved by the City Council within fifteen (15) calendar days of the Fire Chief's original order of closure. Upon such closure, no person shall go in or be upon any hazardous fire area, except upon the public roadways and inhabited areas. During such closure, the Fire Chief shall erect and maintain at all entrances to the closed area sufficient signs giving notice of closure. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being upon their lands. This section shall not apply to any entry, in the course of duty, by a peace officer, duly authorized public officer or fire department personnel.

Section 105.6.14 of the California Fire Code is hereby amended to read as follows:

105.6.14 EXPLOSIVES. An operating permit is required for the manufacture, storage, handling, sale or use of any quantity of explosive material, fireworks or pyrotechnic special effects. The determination of the Fire Chief, with concurrence of the Chief of Police, shall be obtained and is final. The Chief may impose conditions and procedures as to protect the public health and safety based upon the blasting operation. The Chief shall provide the blaster with the additional conditions or procedures in writing and the blaster shall comply with them until the blasting permit expires or the Chief of Police and Fire Chief are satisfied they are no longer required and cancel the additional requirements.

The blaster shall permit the Chief or his/her designee, to inspect the blast site, blast materials, explosives or explosive storage magazines at any reasonable time.

Section 109.4 of the California Fire Code is hereby not adopted.

CHAPTER 2 DEFINITIONS.

Section 202 of the California Fire Code is hereby amended to add the following to the list of definitions:

CALIFORNIA FIRE CODE. The 2013 Fire Code part of the California Building Standard Code, also known as California Code of Regulations, Title 24, Part 9.

CALIFORNIA RESIDENTIAL CODE. California Code of Regulations, Title 24, Part 2.5.

FIRE CHIEF OR CHIEF shall mean the Fire Chief of the City or authorized representative.

FIRE PROTECTION ENGINEER. A professional engineer with the education and experience to understand the engineering problems related to safeguarding life and property from fire and fire-related hazards, to identify, evaluate, correct or prevent present or potential fire and fire related panic hazards in buildings, groups of buildings, or communities, and to recommend the arrangement and use of fire resistant building materials and fire detection and extinguishing systems, devices, and apparatus in order to protect life and property.

HAZARDOUS FIRE AREA is land other than state designated fire hazard severity zone of FHSZ or local designation of FHSZ which is covered with grass, grain, brush, or forest, whether privately or publicly owned, which is so situated or is of such inaccessible location that a fire originating upon such land would present an abnormally difficult job of suppression or would result in great and unusual damage through fire or resulting erosion. Such areas are designated on the maps entitled "Hazardous Fire Areas of Riverside County" on file in the office of the City Clerk and in the office of the Fire Chief.

SKY LANTERN. An airborne lantern typically made of paper, Mylar, or other lightweight material with a wood, plastic, or metal frame containing a candle, fuel cell, or other heat source that provides buoyancy.

CHAPTER 3 GENERAL REQUIREMENTS

Section 308.1.6 of the California Fire Code is hereby amended to add the following new section:

Section 308.1.6.3 Sky Lanterns or similar devices. The ignition and/or launching of a Sky Lantern or similar device is prohibited.

Exception: Upon approval of the fire code official, sky lanterns may be used as necessary for religious or cultural ceremonies providing that adequate safeguards have been taken as approved by the fire code official. Sky Lanterns must be tethered in a safe manner to prevent them from leaving the area and must be constantly attended until extinguished.

CHAPTER 4 EMERGENCY PLANNING AND PREPAREDNESS.

Section 404.2 of the California Fire Code is hereby amended to add:

16. Windowless buildings having an occupant load of 50 or more.

CHAPTER 5 FIRE SERVICE FEATURE.

Section 503.1 of the California Fire Code is hereby amended to add:

503.1 WHERE REQUIRED. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 set forth herein below. The fire code official shall be the only authority authorized to designate fire lanes.

Section 503.1.1 of the California Fire Code is hereby amended to add the following exception:

Exception. Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

Section 503.2.2 of the California Fire Code is hereby amended to read as follows:

503.2.2 Authority. *The fire code official shall be the only authority authorized to designate fire apparatus access roads, fire lanes and modify the minimum fire lane access widths for fire or rescue operations.*

Section 503.2.7 of the California Fire Code is hereby amended to add:

503.2.7 GRADE. The grade of the fire apparatus access road shall be within the limits established by the fire code official based on the Fire Department's apparatus; however, no grade will exceed 15%. Grade transitions shall not exceed City Fire Department apparatus maximum approach and departure angles as determined by the Fire Chief.

Section 503.3 of the California Fire Code is hereby deleted in its entirety and replaced with the following:

503.3 Marking. Fire apparatus access roads, where required, shall be identified by curbs painted red on both the top and face along the entire length of the fire apparatus access road. Where no curbs exists or a rolled curb is installed, a six (6) inch wide red strip shall be applied the full length of the fire apparatus access road or approved posted signs shall be installed in accordance with the Riverside County Fire Department Standards.

Exception: On school grounds this requirement shall be implemented as approved by the fire code official.

A new Section 503.7 is hereby added to Section 503 of the California Fire Code to read as follows:

503.7 Loading areas and passenger drop-off areas. On private properties, where fire

apparatus access roads are utilized for loading or unloading or utilized for passenger drop-off or pick-up, an additional eight (8) feet of width shall be added to the minimum required width for the fire apparatus access road.

Section 504.1 of the California Fire Code is hereby amended to add the following language to the end of the first paragraph:

Where ground ladder access is the only means to reach the highest point on the building, the finished grade on all exterior sides of buildings shall be flat and free of any obstructions that would interfere with ground ladder placement. This distance from the building to finished grade shall be determined by the Fire Chief.

Section 507.5.5 of the California Fire Code is hereby amended to add the following language:

507.5.5 Clear Space Around Hydrants. A 3-foot (914 mm) clear space shall be maintained around the circumference of fire hydrants, *Fire Department connections, exterior fire protection system control valves, or any other exterior fire protection system component that may require immediate access*, except as otherwise required or approved.

A new Section 507.5.7 is hereby added to Section 507 of the California Fire Code to read as follows:

507.5.7 Fire hydrant size and outlets. Fire hydrant size and outlets shall be required as determined by the fire code official.

1. Residential Standard—one (1) four (4) inch outlet, and one (1) two and one half (2 ½) inch outlet.
2. Super Hydrant Standard—one (1) four (4) inch outlet, and two (2) two and one half (2 ½) inch outlet.
3. Super Hydrant Enhanced—two (2) four (4) inch outlet, and one (1) two and one half (2 ½) inch outlet.

A new Section 507.5.8 is hereby added to Section 507 of the California Fire Code to read as follows:

507.5.8 Fire hydrant street marker. Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Std. 06-11. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer, or person responsible for the removal or damage.

Section 508.1 of the California Fire Code is hereby amended as follows:

Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, *and buildings greater than 300,000 square feet in area*, and Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire command center for

fire department operations shall be provided and shall comply with Sections 508.1 through 508.1.5.

Section 508.1.3 of the California Fire Code is hereby amended to add the following Exception as follows:

Exception: *When solely required due to building area greater than 300,000 square feet, the fire command center shall be a minimum of 96 square feet (9 m²) with a minimum dimension of 8 feet (2438 mm)*

Section 508.1.5 of the California Fire Code is hereby amended to add the following Exception as follows:

Exception: *When solely required due to building area greater than 300,000 square feet, the fire command center shall comply with NFPA 72 and contain features 5, 8, 10, 12, 13 & 14. All other features shall be provided only when the building contains the respective system/functionality.*

CHAPTER 6 BUILDING SERVICES AND SYSTEMS.

Section 606.10.1.2 of the California Fire Code is hereby amended to read as follows:

606.10.1.2 Manual operation. When required by the fire code official, automatic crossover valves shall be capable of manual operation. *The manual valves shall be located in an approved location immediately outside of the machinery room, in a secure metal box or equivalent and marked as Emergency Controls.*

CHAPTER 9 FIRE PROTECTION SYSTEMS.

Section 903.2 of the California Fire Code is hereby deleted in its entirety and replaced with the following:

903.2 Where required. In all new buildings and structures which are 3,600 square feet or greater an approved automatic sprinkler system shall be provided regardless of occupancy classification. Where the California Fire Code is requiring more restrictive requirements in Sections 903.2.1, 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.5, 903.2.5.2, 903.2.6, 903.2.7, 903.2.8, 903.2.9, 903.2.10, 903.2.11.6, 903.2.16, 903.2.18, the more restrictive requirement shall take precedence. The following exceptions in the California Fire Code shall not be allowed:

- a. Exception in Section 903.2.3
- b. Exception in Section 903.2.6
- c. Exception in Section 903.2.11.3

One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobile homes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

Section 903.3.5.3 of the California Fire Code is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

CHAPTER 32 HIGH PILED COMBUSTIBLE STORAGE.

Section 3204.2.1 of the California Fire Code is added:

3204.2.1 MINIMUM REQUIREMENTS FOR CLIENT-LEASED OR OCCUPANT-OWNED WAREHOUSES. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. The responsible Fire Protection Engineer shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The Engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall clearly define the basis for determining the commodity and sprinkler design selection, along with how the commodities will be isolated or separated, and the referenced design document(s), including NFPA 13 or the current applicable Factory Mutual Data Sheets. If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

CHAPTER 49 REQUIREMENTS FOR WILDLAND-URBAN INTERFACE AREA

A new Section is hereby added to Section 4904 of the California Fire Code to read as follows:

4904.3 High Fire Hazard Severity Zone Maps. In accordance with Government Code Sections 51175 through 51189, Very High Fire Hazard Severity Zones are designated as shown on a map titled Very High Fire Hazard Severity Zones, dated April 8, 2010 and retained on file at the office of the Fire Chief and supersedes other maps previously adopted by Riverside County designating high fire hazard areas.

APPENDIX B

EXCEPTION 1 of Section B105.2 is hereby amended to read as follows:

Exception 1: A reduction in required fire flow of up to 50percent as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration as specified in Table B105.1.

APPENDIX C

Section C102.1 of the California Fire Code is hereby amended to read as follows:

C102.1 FIRE HYDRANT LOCATIONS. Fire hydrants shall be provided at *street intersections* and along required fire apparatus access roads and adjacent public streets.

8.28.030 Penalties.

A. It is unlawful for any person, firm, corporation or association of persons to violate any provision of this chapter, or to violate the provisions of any permit granted pursuant to this chapter. Any person, firm, corporation or association of persons violating any provision of this chapter or the provisions of any permit granted pursuant to this chapter, shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person or entity shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter or the provisions of any permit granted pursuant to this chapter, is committed, continued, or permitted.

B. Any person, firm, corporation or association of persons so convicted shall be: (1) guilty of an infraction offense and punished by a fine not exceeding \$200.00 for a first violation; (2) guilty of an infraction offense and punishable by a fine not exceeding \$300.00 for a second violation on the same site. The third and any additional violations on the same site shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding \$1,000.00 or six months in jail or both. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor. Payment of any penalty herein shall not relieve a person or entity from the responsibility for correcting the violation.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: February 12, 2014

TO: Mayor and Council Members

FROM: Dan York, Public Works Director/City Engineer

SUBJECT: Establishment of Community Facilities District No. 2013-1
(Services)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO
ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2013-1
(SERVICES) AND AUTHORIZING THE LEVY OF SPECIAL
TAXES THEREIN

BACKGROUND:

The State legislature enacted the Mello-Roos Act in 1982 to assist public agencies in financing certain public improvements by either issuing tax exempt securities that are repaid by annual levy of special taxes, or to provide for the financing of on-going public services.

The developer, CV Communities LLC, property owner of one residential tract within the City (TR 32535), and The Rancon Group, property owner of one residential tract within the City (TR 31479) have requested that the City assist them in forming a community facilities district (CFD) under the Mello-Roos Act to levy a special tax 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 landowners have asked the City that the area described in Exhibit C be established as the boundaries of CFD No. 2013-1, that a rate and method of apportionment of the special taxes to be levied therein be established, and the

Council establish the boundaries as described in Exhibit D to be the boundaries of the territory in which future annexations into CFD No. 2013-1 may occur from time to time.

The original area proposed within the CFD will encompass 132 residential units in two tracts, with a maximum annual tax of \$590.00 per unit, per year. The original tracts proposed to be included in the CFD will be included in Tax Zone 1 consisting of Tract 32535 (81 units) and Tax Zone 2 consists of Tract 31479 (51 lots). 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 and The Rancon Group have agreed to the formation of the CFD and submitted a "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, for the creation of a community facilities district 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 forming 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 CFD. A public hearing on the matter will take place on March 12, 2014, and at that time the Council will formally consider approval of the CFD.

Council originally approved the Resolution of Intention at its regular meeting of December 12, 2013. The Public Hearing did not take place on January 12, 2014 as originally proposed, therefore the Resolution of Intention is required to be approved to set the Public Hearing for March 12, 2014.

FISCAL IMPACT

The individual property owners in the district are responsible for annual payments of special taxes. It is estimated, upon full completion of the developments, there will be an annual collection of special tax revenues of approximately \$45,000 to be used to pay for maintenance costs within the development and \$32,000 to be used for safety services.

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

Submitted by:
Dan York
Public Works Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Attachment A
Resolution No. 2014-__

RESOLUTION NO. 2014 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WILDOMAR, CALIFORNIA, DECLARING ITS
INTENTION TO ESTABLISH COMMUNITY FACILITIES
DISTRICT NO. 2013-1 (SERVICES) AND AUTHORIZING
THE LEVY OF A SPECIAL TAX THEREIN**

WHEREAS, the City Council (the "City Council") of the City of Wildomar (the "City"), intends to institute proceedings to establish Community Facilities District No. 2013-1 (Services) (the "CFD No. 2013-1") pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), commencing with Section 53311 of the California Government Code (the "Government Code"), and to authorize the levy of special taxes within CFD No. 2013-1 pursuant to the terms of the Act to fund the cost of providing services to CFD No. 2013-1; and

WHEREAS, the City Council has received written instruments from certain landowners requesting the City Council initiate and conduct proceedings pursuant to the Act for the creation of a community facilities district 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 landowners have requested that the area described in Exhibit C be established as the boundaries of CFD No. 2013-1, that a rate and method of apportionment of the special tax to be levied therein be established, and that the Council establish the boundaries as described in Exhibit D as the boundaries of the territory in which future annexations to CFD No. 2013-1 may occur from time to time.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

Section 1. Intent to Establish Community Facilities District. The City Council hereby declares that it proposes and intends to establish a community facilities district pursuant to the provisions of the Act, in the manner described below.

Section 2. Name of the Community Facilities District. The community facilities district proposed to be formed shall be known as "Community Facilities District No. 2013-1 (Services)."

Section 3. Approval of Boundary Map and Potential Annexation Area. The proposed boundaries of CFD No. 2013-1 are shown on a map on file in the office of the City Clerk (the "Boundary Map") and a copy of which is attached as Exhibit C hereto and incorporated herein. The City Council hereby approves the Boundary Map, and the boundaries of CFD No. 2013-1 may hereafter, for all purposes of these legal proceedings for the formation of CFD No. 2013-1, be described by reference to the

Boundary Map. The City Clerk is hereby directed (a) to complete and execute the two certificates set forth on the map which provide for the signature of the City Clerk and (b) to provide for the recording of the Boundary Map in the official records of the Riverside County Recorder within 15 days of the date of adoption of this resolution and to cause the Recorder's certificate on the Boundary Map to be completed and executed by a representative of the Recorder's staff.

Additional properties that are within the boundaries of the annexation map may annex to CFD No. 2013-1 subsequent to formation of CFD No. 2013-1. The owner of the property to be annexed shall submit a written consent for said annexation to CFD No. 2013-1 and the Council, acting ex-officio as the legislative body of CFD No. 2013-1, shall call a special election as to the imposition of the special tax on said property as required by law. The boundaries of the territory within which any property may annex to CFD No. 2013-1 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," a copy of which is attached hereto as Exhibit D and incorporated herein and made a part thereof.

Section 4. Description of Authorized Services. The services proposed to be financed by CFD No. 2013-1 (the "Services") are described in Exhibit A 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 Tax. 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 B.

Section 6. Public Hearing. The City Council hereby fixes 6:30 p.m., or as soon thereafter as practicable, on Wednesday, March 12, 2014, 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.

Section 7. Notice of Public Hearing. The City Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing 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 8. Hearing Report. The City Council directs the City Manager to study the proposed CFD No. 2013-1 and, at or before the time of the hearing, to cause to be prepared and filed with the City Council a report containing a brief description of the services that will in its opinion be required to adequately meet the needs of CFD No. 2013-1, an estimate of the cost of providing those services; and the fair and reasonable cost of incidental expenses to be incurred in connection therewith.

Section 9. Description of Proposed Voting Procedures. If, at the conclusion of the public hearing, the City Council adopts a resolution establishing CFD No. 2013-1, the City Council proposes to order an election by mailed ballot and submit the question of the levy of the special tax to the qualified electors. The City Council hereby determines that the services are necessary to meet increased demands placed upon the City as a result of development occurring within the boundaries of CFD No. 2013-1. Because fewer than 12 registered voters currently reside within CFD No. 2013-1, the qualified electors shall be the landowners within CFD No. 2013-1, and each landowner who is an owner of record at the close of the hearing shall have one vote for each acre or portion of an acre of land that such landowner owns within the proposed CFD.

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

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CERTIFICATE OF CLERK

I, _____, City Clerk of the City of Wildomar, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the City Council of the City of Wildomar duly and regularly held at the regular meeting place thereof on February 12, 2014, of which meeting all of the members of said City Council had due notice, and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I do hereby further certify that an agenda of said meeting was posted at least 72 hours before said meeting at 23873 Clinton Keith Rd., Wildomar, CA 92595, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I do hereby further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

Dated: February 12, 2014

City Clerk of the City of Wildomar

[SEAL]

EXHIBIT A

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.

(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 Exhibit B to this resolution of intention.

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 B

**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 2014-2015. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2013-1.

TAX ZONE 1 Tract No. 32535

Item	Description	Estimated Cost
1	Landscape and Lighting Maintenance	\$9,815
2	Graffiti, Street Sweeping, & Pavement Management	\$8,294
3	Parks and Trail Maintenance	\$8,735
4	Administration and Reserves Costs	\$1,215
Total		\$28,059

TAX ZONE 2 Tract No. 31479

Item	Description	Estimated Cost
1	Landscape and Lighting Maintenance	\$8,524
2	Graffiti, Street Sweeping, & Pavement Management	\$5,128
3	Parks and Trail Maintenance	\$3,250
4	Administration and Reserves Costs	\$765
Total		\$17,667

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	No. of Lots	Maximum Special Tax A Per Residential Unit	Maximum Special Tax B Per Residential Unit	Subdivider
1	32535	81	\$346.00	\$244.00	CV Communities LLC
2	31479	51	\$346.00	\$244.00	Rancon Equity Partners III

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 C

**PROPOSED BOUNDARY MAP
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)**

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

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES), CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON ____ DAY OF ____, 20____.

CITY CLERK
CITY OF WILDOMAR

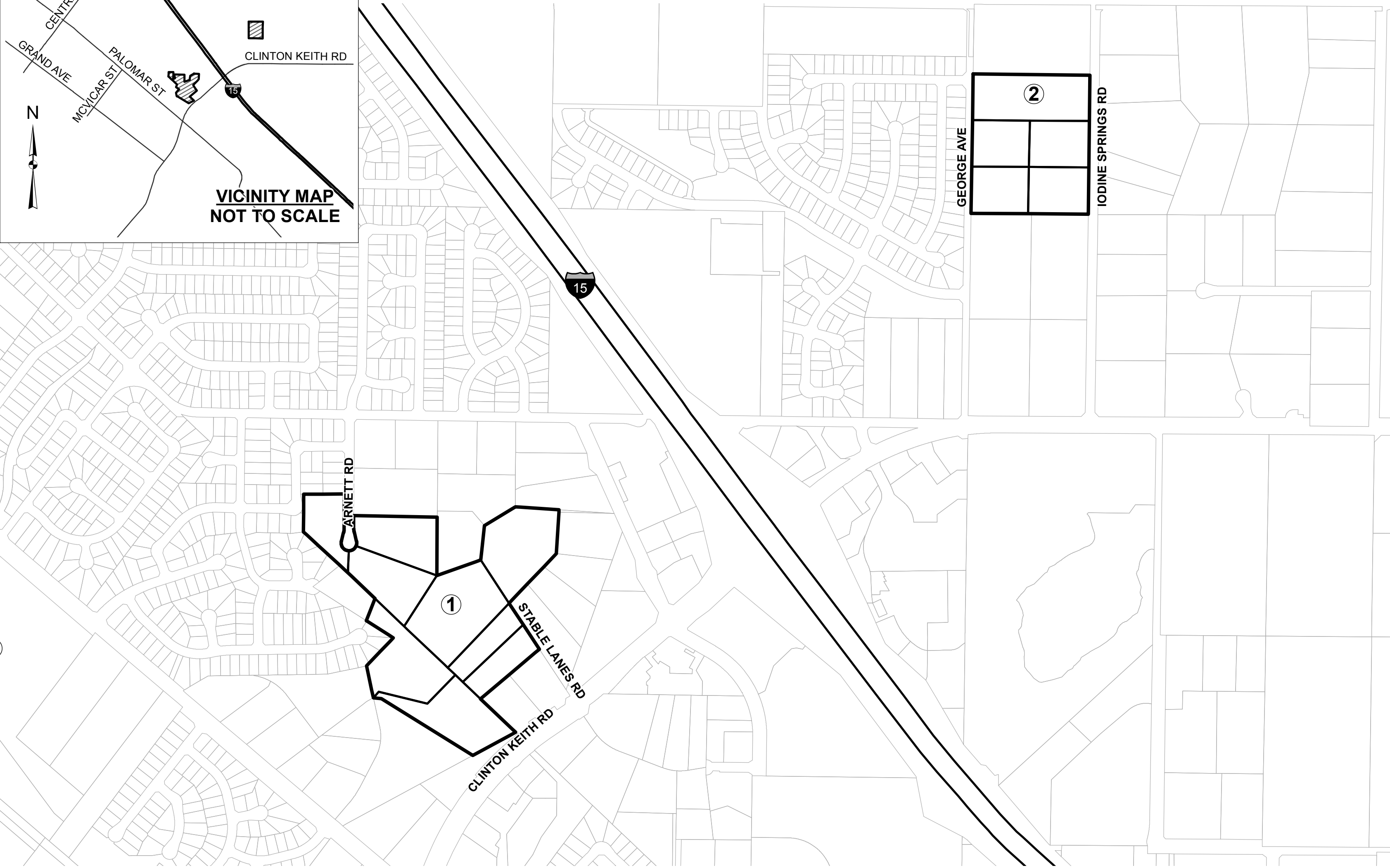
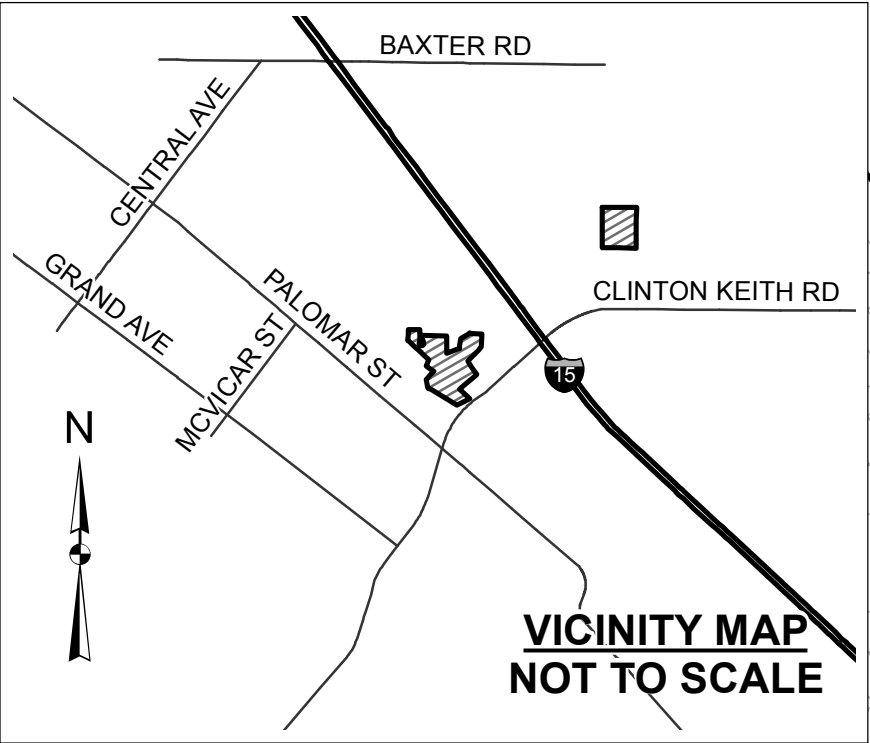
FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR,
THIS ____ DAY OF ____, 20__.

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



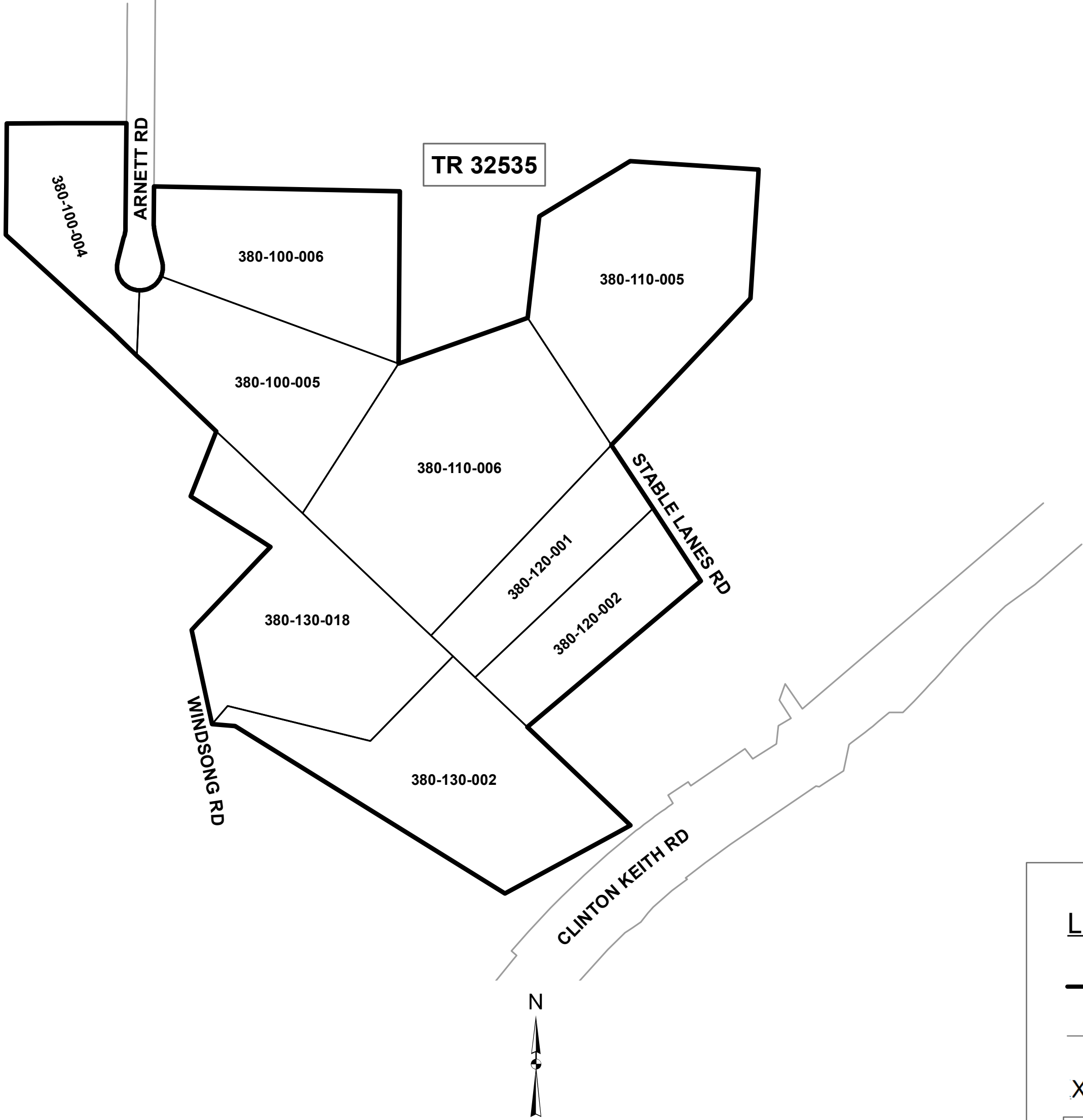
LEGEND

————	CFD BOUNDARY
————	PARCEL LINE
①	TAX ZONE

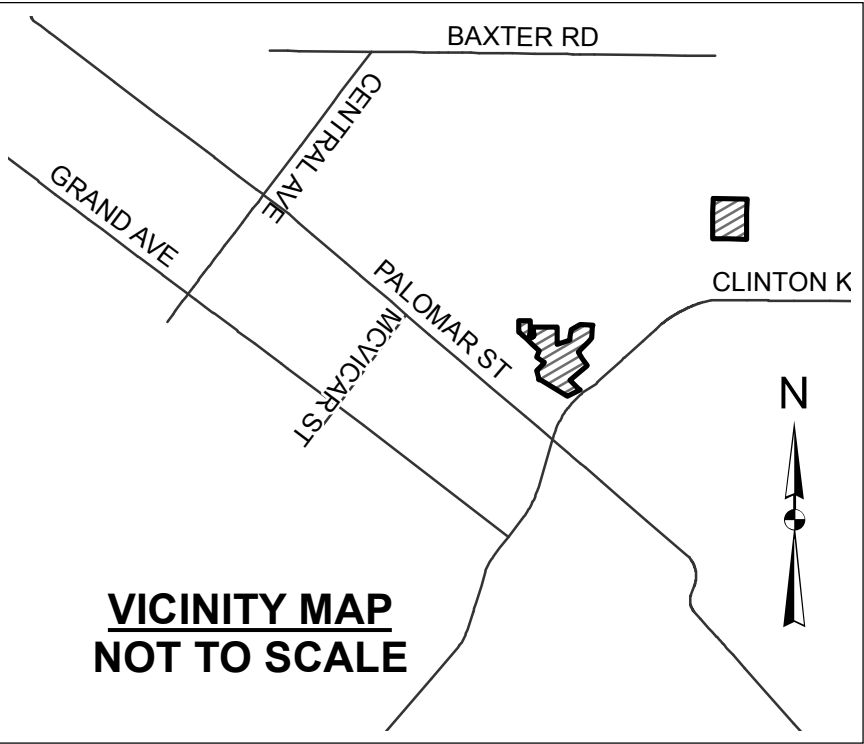
PROPOSED BOUNDARY MAP
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
CITY OF WILDOMAR

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TAX ZONE 1



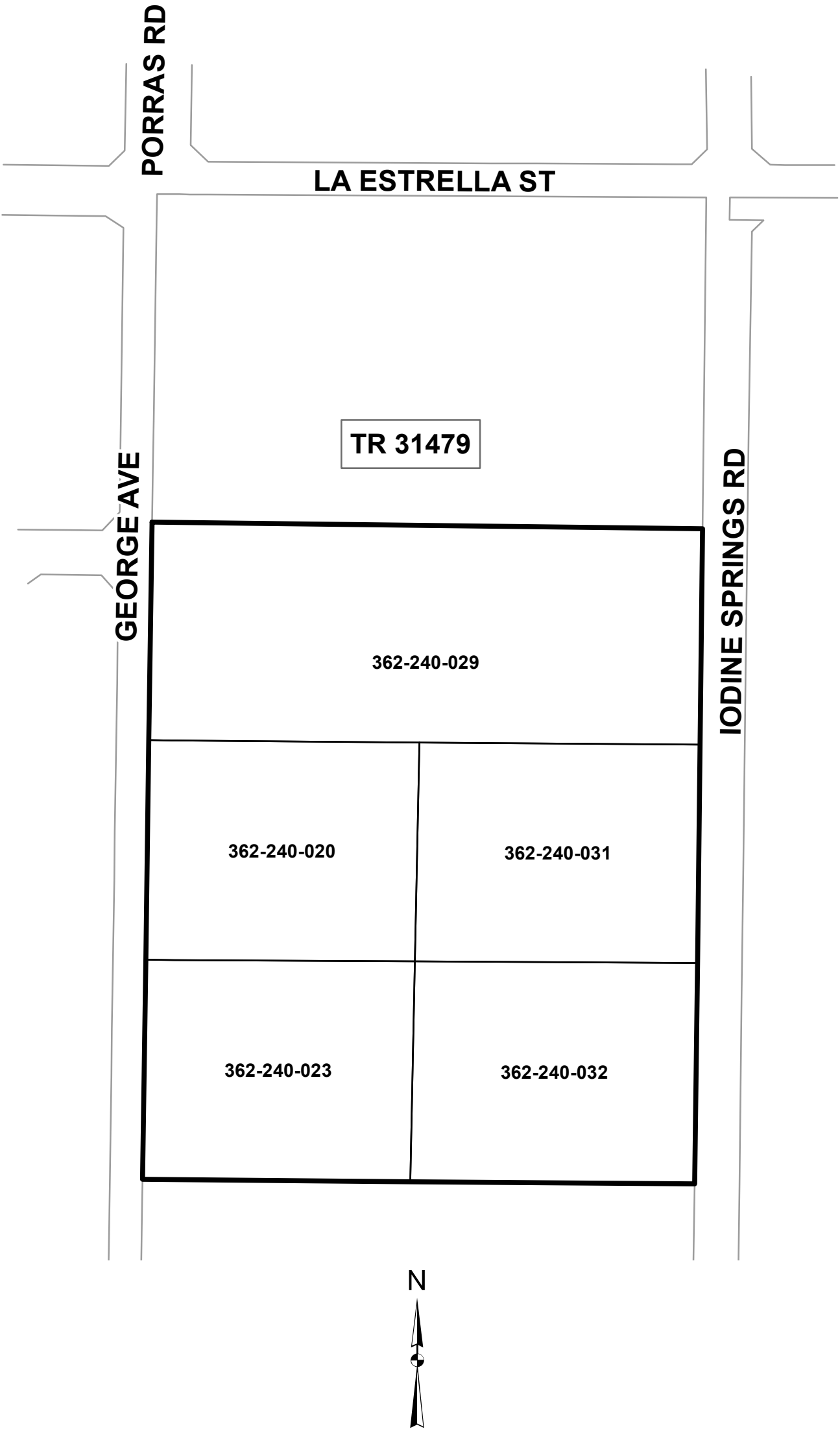
TR 32535



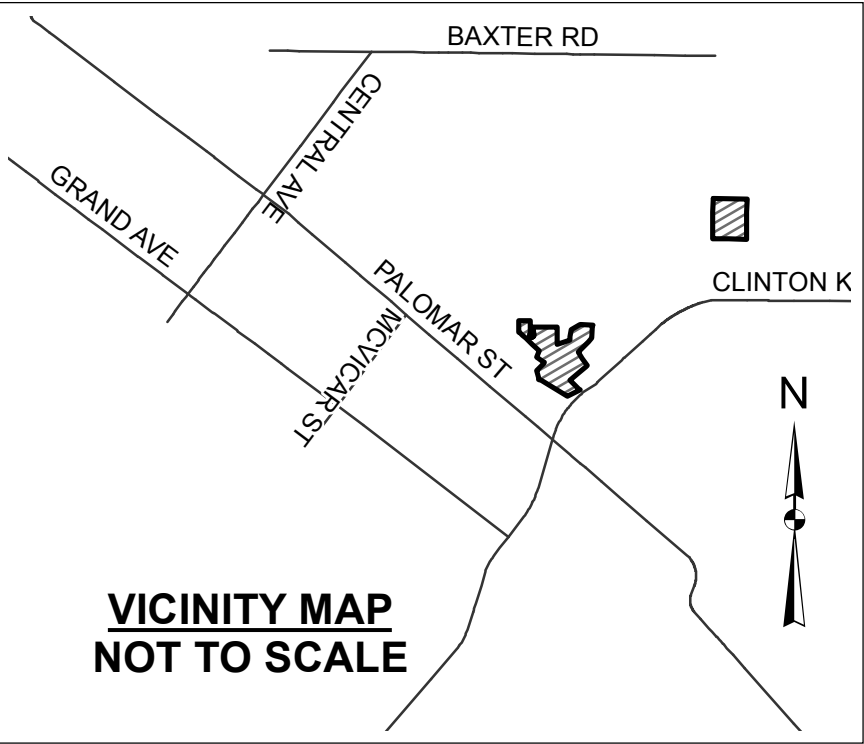
LEGEND

- | | |
|-------------|------------------------|
| | CFD BOUNDARY |
| | PARCEL LINE |
| XXX-XXX-XXX | ASSESSOR PARCEL NUMBER |
| TR xxxxx | TRACT MAP |

PROPOSED BOUNDARY MAP
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
CITY OF WILDOMAR
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TAX ZONE 2



NOT TO SCALE



LEGEND

- CFD BOUNDARY
- PARCEL LINE
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER
- TR xxxxx TRACT MAP

EXHIBIT D

**BOUNDARIES – POTENTIAL ANNEXATION AREA
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)**

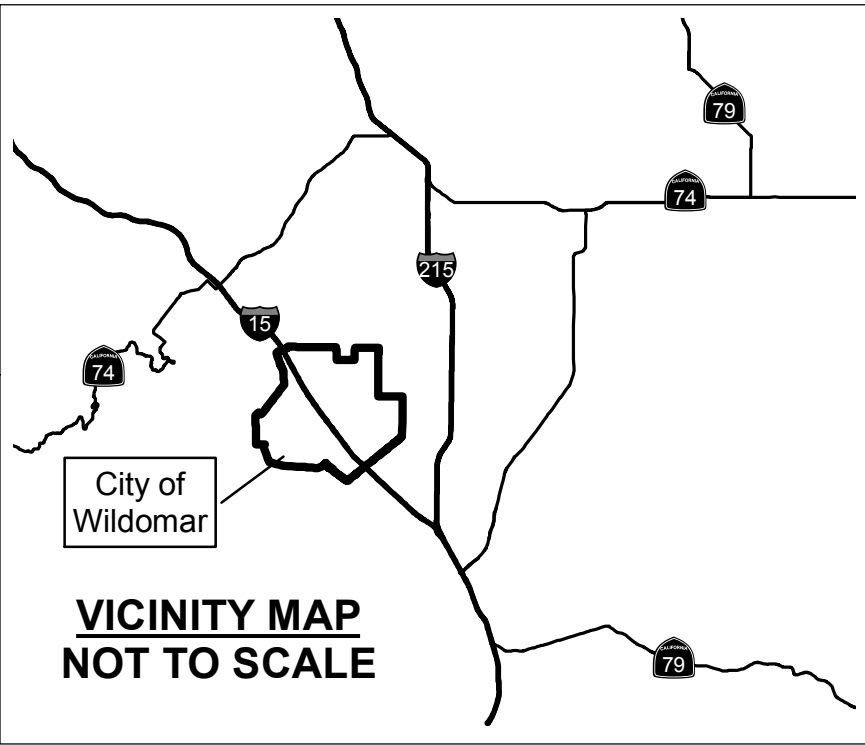
BOUNDARIES - POTENTIAL ANNEXATION AREA
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
CITY OF WILDOMAR

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES), CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON ____ 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__.

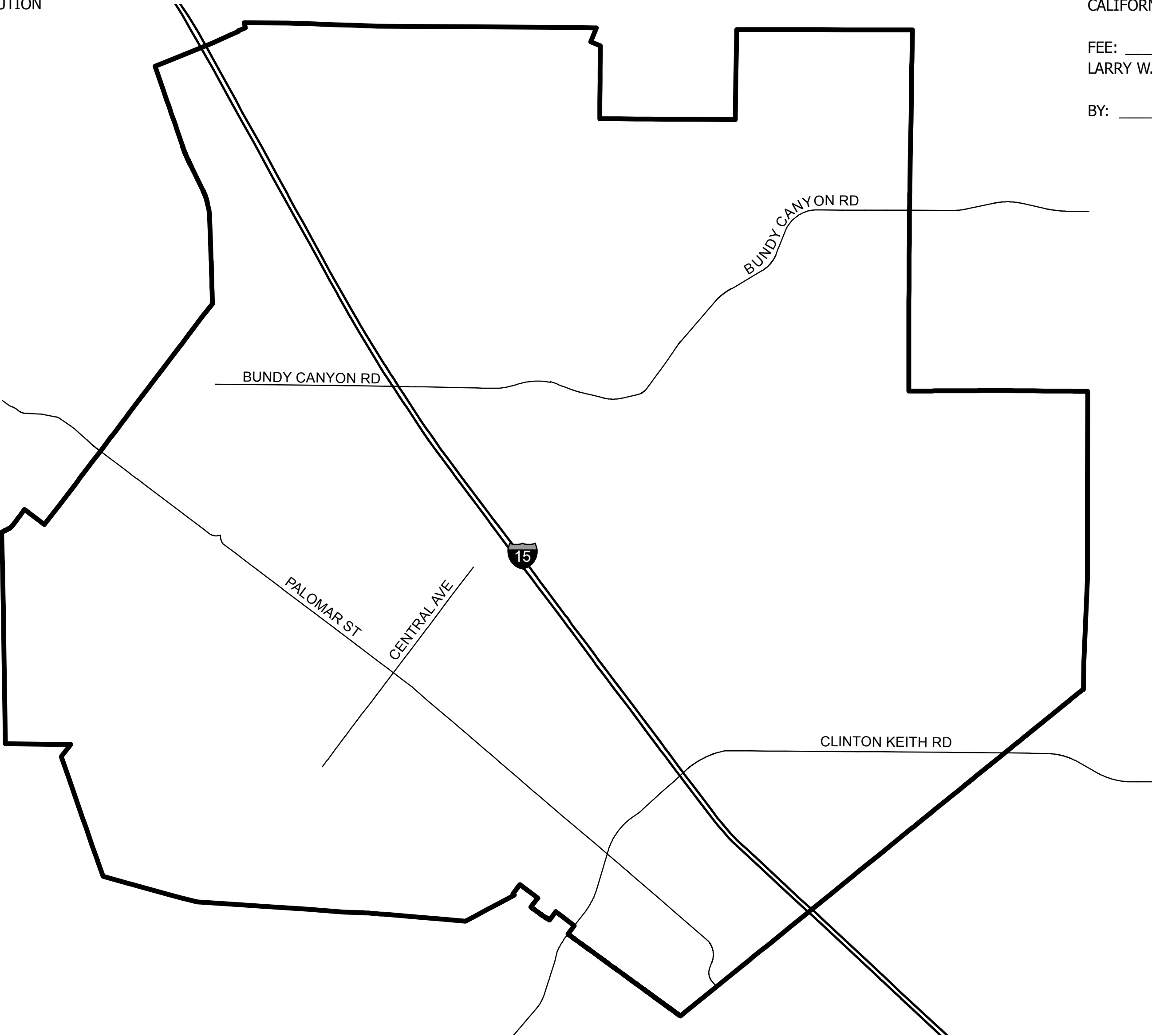
CITY CLERK
CITY OF WILDOMAR



LEGEND

———— ANNEXATION AREA BOUNDARY

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



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

EXHIBIT E

**PETITION AND CONSENT FORM TO CREATE
COMMUNITY FACILITIES DISTRICT**

**PETITION TO THE CITY COUNCIL OF THE CITY OF WILDOMAR REQUESTING
CREATION OF A COMMUNITY FACILITIES DISTRICT OF PROPERTY 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, street sweeping, 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 as well as police protection and fire suppression services.

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 December, 2013.

CV INLAND INVESTMENTS 1, LP,
a Delaware limited partnership

By: CITY VENTURES INVESTMENTS, LLC,
a Delaware limited liability company
its General Partner

By: CITY VENTURES, LLC,
a Delaware limited liability company
its Sole Member

By: _____


Scott Homan,
Chief Financial Officer

OWNER'S PROPERTY:
TRACT MAP OR PARCEL MAP NO.
or PROJECT NO. TR 32535

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 DECEMBER, 2013.

City Clerk of the City Council of the
City of Wildomar

**APPLICANT/
OWNER / DEVELOPER**
TEWALOA CHIEF ESTATES, LLC
18800 VAN KARMAN AVE., SUITE 100
IRVINE, CA, 92612
Phone: (949) 488-3900

PACIFIC COAST LAND CONSULTANTS INC.
41769 ENTERPRISE CIRCLE NORTH
SUITE 201, TERRACOTA, CA. 92580
Phone: (951) 718-5770
Fax: (951) 718-5780

SEARCH: ELISHORE VALLEY MUNICIPAL WATER DISTRICT
 WA 1416: ELISHORE VALLEY MUNICIPAL WATER DISTRICT
 GAS: SOUTHERN CALIFORNIA GAS COMPANY
 ELECTRIC: SOUTHERN CALIFORNIA Edison COMPANY
 TELEPHONE: VERIZON
 CABLE TELEVISION: COMCAST

BORN A SUBDIVISION OF PARCEL 1 OF PARCELS MAP NO. 3233, AS SHOWN BY MAP ON FILE IN BOOK 44 PAGE 41 AND PARCELS 3, 4 AND PARCELS NO. 3954, AS SHOWN BY MAP ON FILE IN BOOK 40 PAGE 25, PARCELS 1, 3, AND A PORTION OF PARCEL 4 OF PARCEL NO. 6565, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 AND A PORTION OF PARCEL 3 OF PARCEL NO. 102553, AS SHOWN BY MAP ON FILE IN BOOK 47 PAGE 63 AND PARCEL 1 OF PARCEL MAP NO. 6307, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 68 OF PARCELS MAP NO. 6307, IN COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN SEC. 1, T.2S. R.4E. S.8B AND N.

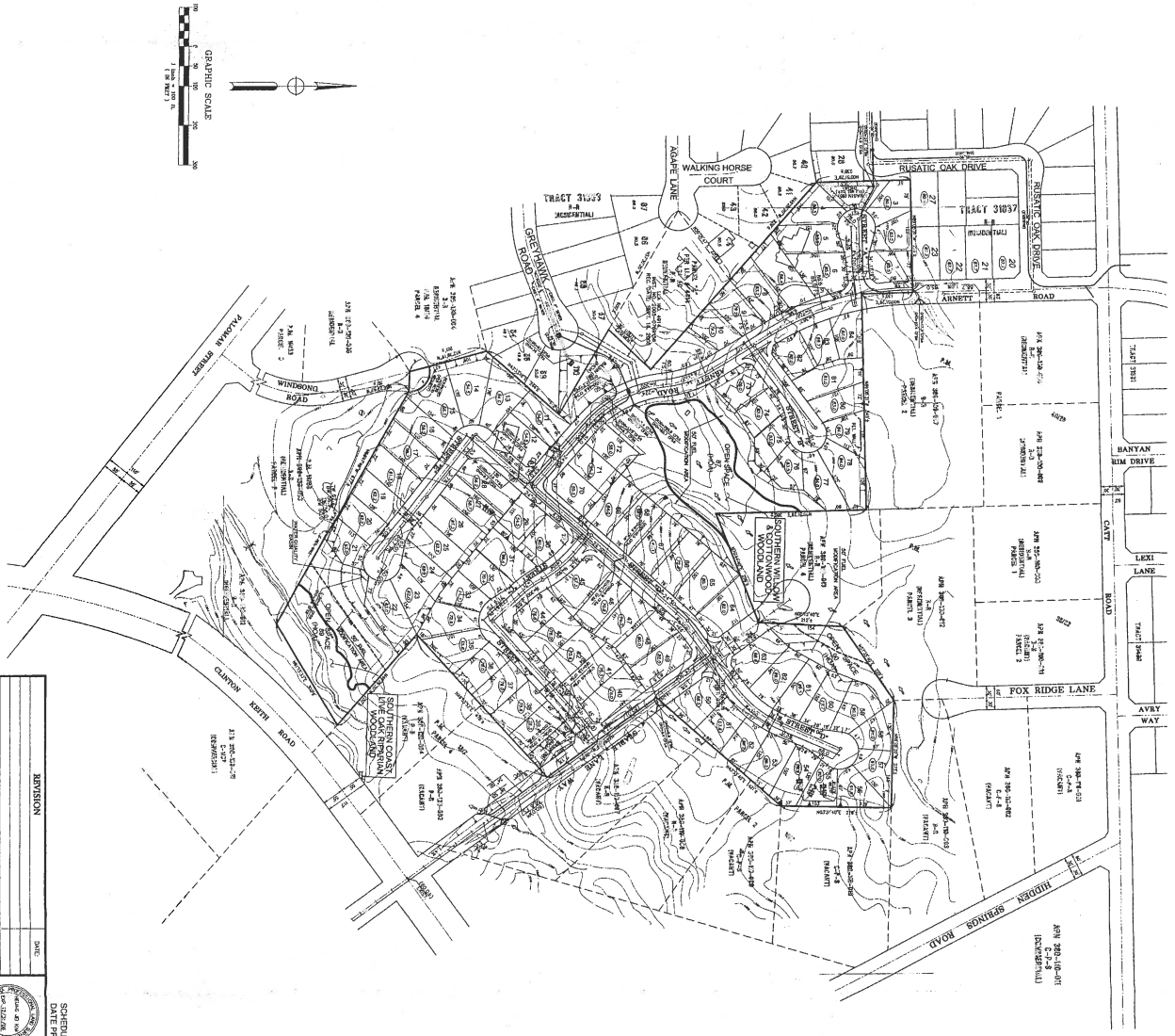
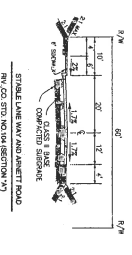
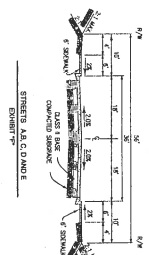
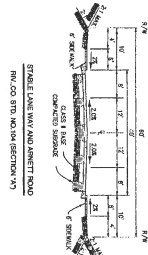
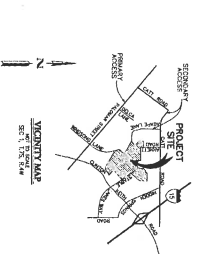
<p>THESE STUDENTS WILL BE REQUIRED TO TAKE THE FOLLOWING COURSES:</p> <p>ENGLISH 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912,</p>
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EDUCATIONAL MAPPING ASSOCIATION, 2003

DEVELOPER WILL COMPLY WITH SUPPLEMENT "A" - AN ANNOTS REQUIREMENT

21	47.2	66.50	1234	(722.94)	1240
Travel Boundary	Proposed Project Bound				
Proposed Lot Number	Proposed Lot Number				
Proposed Lot Direction	Proposed Water Line				
Proposed Sewer Line	Proposed Storm Drain				
Existing Water Line	Existing Sewer Line				
Proposed Marking	Proposed 21' Sign				
Existing Curbs	Proposed Curbs				
Proposed Access	Proposed Access				

AMENDED NO. 3

[illegible]

LOI DAI

[illegible]

SCHEDULE "A" SUBDIVISION
DATE PREPARED: SEPTEMBER 20

HK
PACIFIC COAST LAND CONSULTANTS INC.
Civil Engineering • Land Planning • Land Surveying
4200 Stoneridge Circle N., #211, Emeryville, Ca 94608
Tel: (925) 776-8700 Fax: (925) 776-8701

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: February 12, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: General Plan Amendment (GPA) Initiation Request (PA No. 13-0041)

STAFF REPORT

RECOMMENDATION

The Planning Commission recommends that the City Council support the initiation of a General Plan Amendment for the Strata/Clinton Keith Project (Planning Application No. 13-0041 to change the land use designation on the northerly 10 acres from Business Park (BP) to Commercial Retail (CR).

BACKGROUND

The applicant (Strata Equity Group) is requesting approval to initiate a proposed General Plan land use amendment on the northerly 10 acres of a 20 acre site located at the southwest corner of Clinton Keith Road and Yamas Drive from Business Park (BP) to Commercial Retail (CR) to accommodate a future commercial/retail development project.

The City Council recently approved a land use amendment on the southerly 10 acres of the applicant's property from Business Park (BP) to Highest Density Residential (HHDR) as part of the 2013-2021 Housing Element update project. The land use change went into effect on December 11, 2013 with the adoption of Council Resolution No. 2013-46.

At this time, the applicant is seeking Council support to move forward with the General Plan Amendment (GPA) process. A discussion of the proposed GPA is provided in the Analysis section of this report.

The exhibit on the following page shows an aerial of the project site. The site is immediately north of the Santa Rosa Apartments located on Prielipp Road (west of the Inland Valley Hospital).

Vicinity/Location (General) Map



PROJECT ANALYSIS

Since the future project would require a GPA, the request must follow the procedures outlined in Section 17.08.010.B and 17.08.040.B of the Zoning Ordinance. As discussed in these sections, the initiation of a general plan amendment by a property owner/applicant first requires the order of the City Council, adopted by the affirmative vote of not less than a majority of the entire membership of the Council.

Once the Council adopts an order to initiate a general plan amendment, the amendment process then follows the standard process outlined by state law and Section 17.08.010 and 17.08.100 of the Zoning Ordinance. The order to initiate a general plan amendment that is presented to the City Council must first include comments from the Planning Commission. Hence, staff has brought this request forward for Commission review and consideration.

General Plan Amendment Initiation Request:

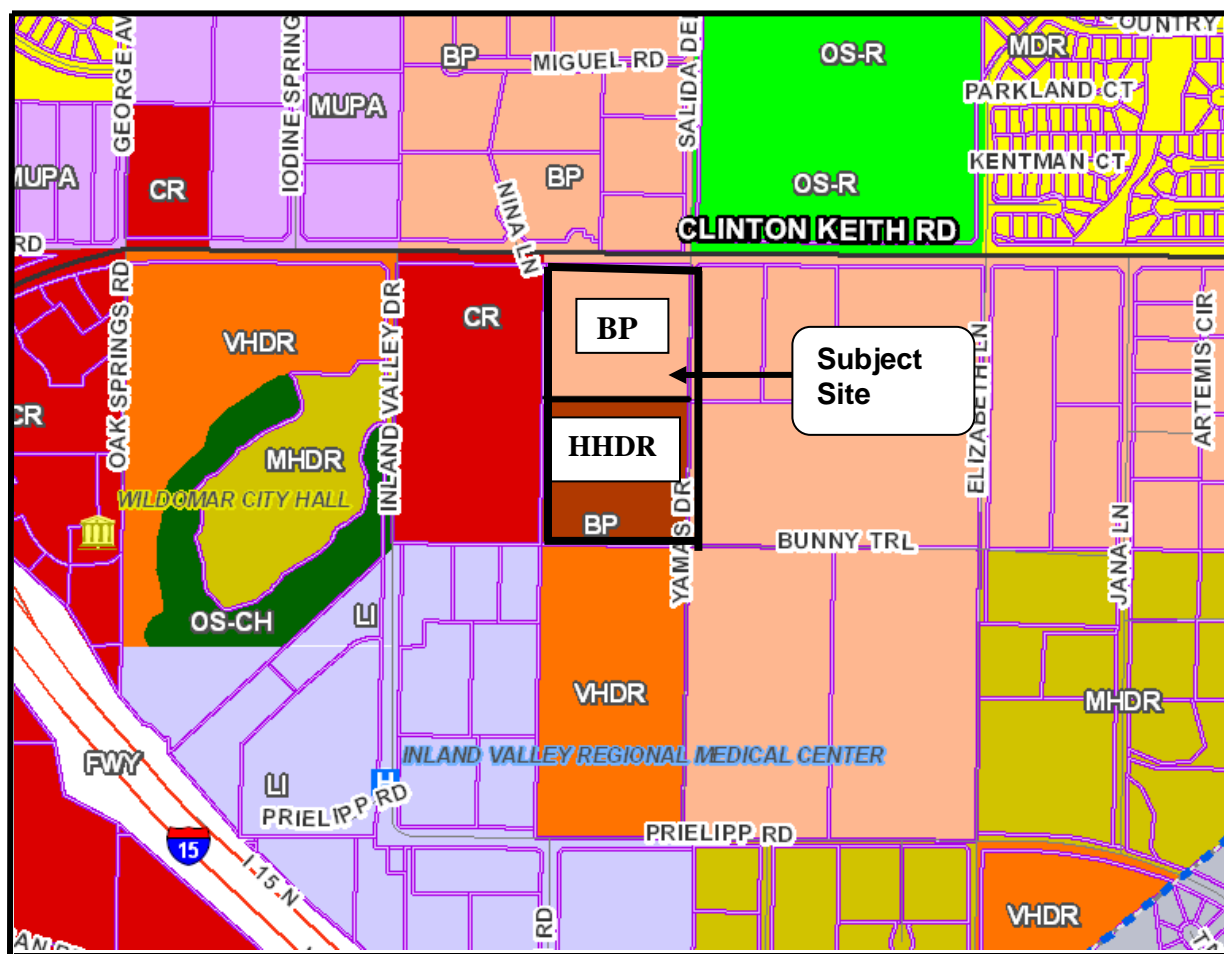
The applicant desires to amend the General Plan land use map on the northerly 10 acres of a 20 acre site located at the southwest corner of Clinton Keith Road and

Yamas Drive (APN: 380-250-003) from Business Park (BP) to Commercial Retail (CR) to accommodate a future commercial/retail development project.

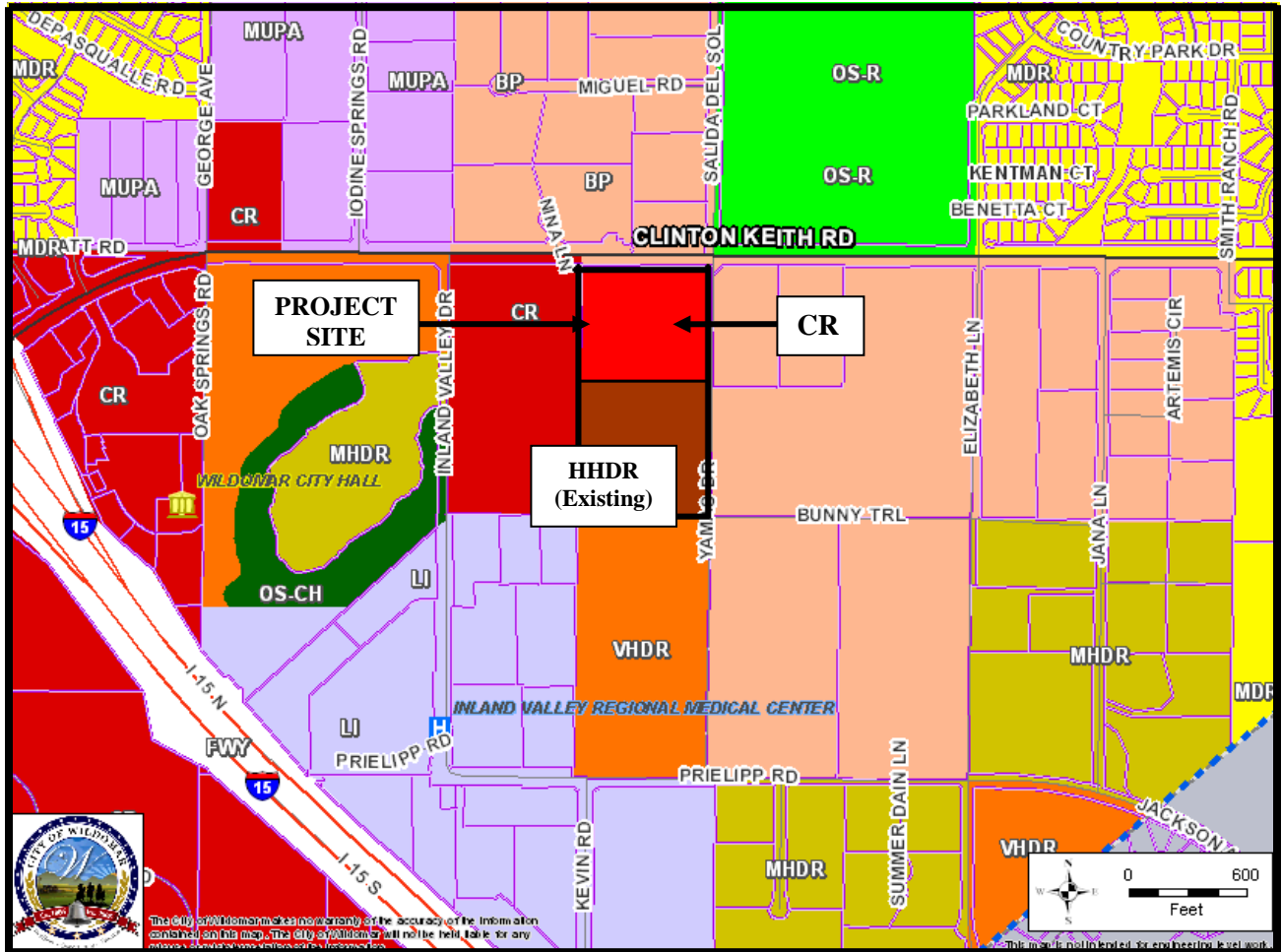
As noted, the 10-acre southerly portion has an existing land use designation of HHDR which allows a density of 20 to 40 units/acre per the General Plan. The applicant is not requesting a change to the General Plan land use designation for the southerly ten (10) acres as this was approved by Council on December 11, 2013 as part of the Housing element update.

The existing and proposed land use designation of the site and surrounding area is depicted in the following two exhibits below.

Existing Land Use Designations



Proposed Land Use Designation



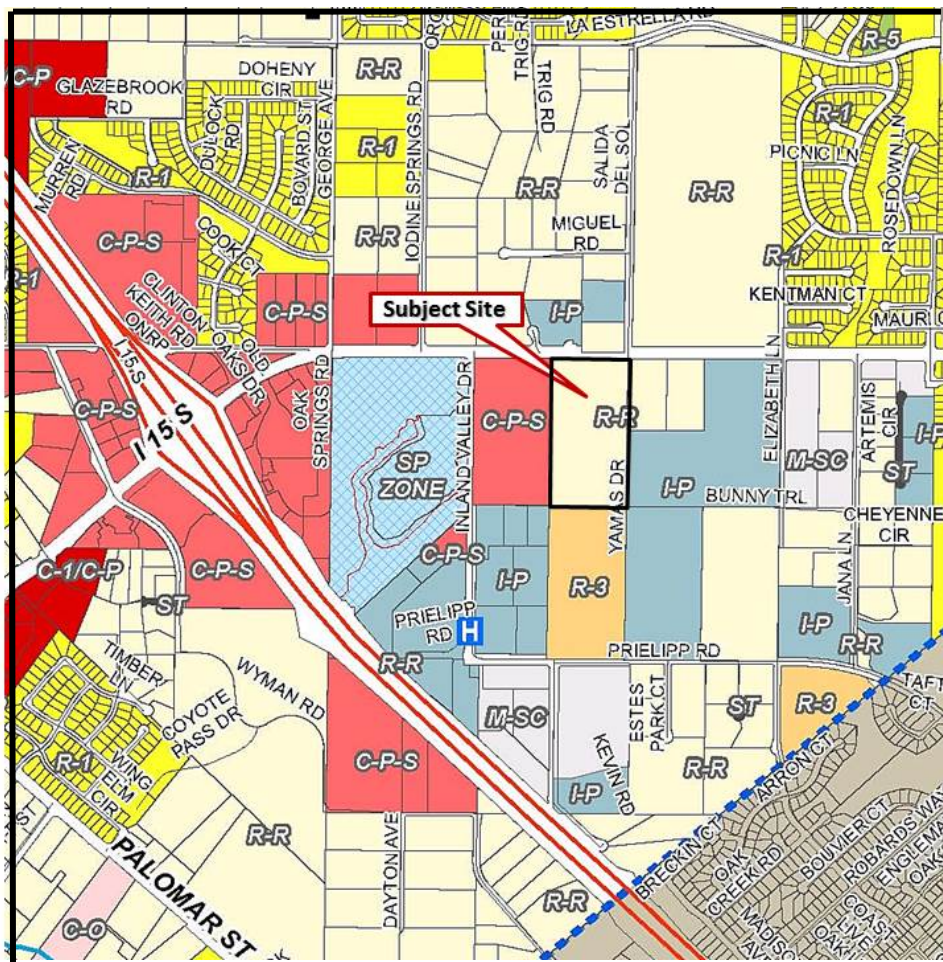
Other Development Applications:

If the GPA is initiated, the Planning Department also requires the processing of the following development applications:

- a) Change of Zone – The Planning Department will require the processing of a Change of Zone from R-R (Rural Residential) to C-P-S (Scenic Highway Commercial) for the northerly 10 acres.
- b) Plot Plan – The Planning Department will require the processing of a Pot Plan application to accommodate a commercial retail development.
- Environmental Review – The City will require compliance with California Environmental Quality Act (CEQA) for any proposed project.

While the change of zone is not part of the GPA initiation process, the exhibit below depicts the existing zoning on the project site and the surrounding parcels.

Existing Zoning Designations



No formal development plans have been submitted to the City at this time. If the GPA is supported by the Council, then the applicant would follow up with the formal submittal. Neither the change of zone, plot plan or environmental review is part of the GPA initiation process at this time.

In making its decision, the City Council regarding the initiation of the general plan amendment, the Council may consider the proposed and surrounding land use and zoning designations, the location of the project in relation to surrounding land uses, and other factors deemed appropriate. If the Council supports the request to initiate the general plan amendment, the project would also require the review and processing of development applications outlined above.

The applicant has completed a Fiscal and Economic Impact Analysis to better understand the anticipated effects/benefits of the proposed project on the city's revenue sources and job generation, respectively. The reports, which staff has not seen, concludes that the proposed project will have a significantly positive effect on city revenues and job creation at build out and operation of the project. The applicant

intends to submit them as part of the formal project submittal. The Applicant has noted that they have also retained a real estate market consultant to analyze the “highest and best use” for the property based on current supply and future demand of various land use categories to determine the optimal development types for these locations.

Planning Commission Discussion/Comments:

The order to initiate a general plan amendment for Council consideration must include comments from the Planning Commission. The Planning Commission reviewed the General Plan Amendment initiation request at its January 15, 2014 meeting. The Commission was supportive of the applicant's request as the Commercial Retail designation and future development would generate jobs for Wildomar residents and increase sales tax revenue to the general fund. They also stated it would be a benefit to residents of the future multi-family project on the southerly 10 acres.

After a thorough discussion and public testimony, the Commission voted 3-0-2 (two vacant seats) to recommend the Council support the initiation of a general plan amendment as proposed by the applicant. As previously stated, the general plan amendment application, and all other applicable development applications, will go through the formal and complete staff review and design process, and is subject to a full public hearing before the Planning Commission and City Council, along with any CEQA document.

Council Action/Options:

The Council may take one of the following actions:

- 1) Motion and vote to allow the processing of the general plan amendment as proposed by the applicant and recommended by the Planning Commission;
- 2) Motion and vote to not allow the processing of the general plan amendment as proposed; or
- 3) Motion and vote to allow the processing of the general plan amendment, if the applicant so desires, but making the applicant aware of City Council concerns and lack of support. City Council may also add comments and potential revisions which could address the City Council's concerns.

Submitted By:
Matthew C. Bassi
Planning Director

Approved By:
Gary Nordquist
City Manager

ATTACHMENTS

None

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #3.3

GENERAL BUSINESS

Meeting Date: February 14, 2014

TO: Mayor and City Council Members

FROM: Gary Nordquist, City Manager

SUBJECT: Community Services Commission

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council discuss and provide direction in regards to the creation of a Community Services Commission.

BACKGROUND:

Several Council Members at a previous Council meeting suggested that Staff research the concept of a Commission and the formation process. Staff met with the City Council Parks Subcommittee on January 21, 2014 and discussed the concept with additional input from the public. Overall, the consensus was to pursue the Community Services type of Commission which offers a broader range of activities as compared to the traditional Parks and Recreation type of Commission. Additionally, the following represents the items Staff would seek guidance from the City Council prior to presenting a recommendation for the formation of a Commission:

1. What purpose or mission would this Commission provide?
i.e. Parks, Recreation activities, Trails, CDBG, Emergency Management Services
2. Number of Commissioners?
5, 7, 9
Appointed by the Council at Large or Council Member representative?
Residents, Student Representative?
3. Term of Office?
2, 3, or 4 years?
Run concurrent with the appointing Council Member?
4. Officers of the Commission
Chair and Vice Chair or President and Vice President?
Terms of Office? 1, 2 or 3 years?
5. Authority Levels of Commission
Advisory, Parks, Recreation, CDBG, Trails, establish subcommittees
Commission Duties
6. Meeting Schedule, Frequency?
Monthly, Quarterly, as needed?

7. Reports to City Council?
Annual?

8. Commissioner Compensation?
Per Meeting? Cost reimbursement, mileage?

FISCAL IMPACTS:

Staff will provide cost estimate of Commission at time of formation.

Submitted & Approve By:
Gary Nordquist
City Manager

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.4
GENERAL BUSINESS
Meeting Date: February 12, 2014

TO: Mayor and City Council Members

FROM: Gary Nordquist, City Manager

SUBJECT: Amendment of Solid Waste Ordinance and Repeal of County Resolution Establishing A Comprehensive Collection Area

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

1. Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING AND READOPTING CHAPTER 8.104 (SOLID WASTE COLLECTION AND DISPOSAL) OF THE MUNICIPAL CODE AND REPEALING CHAPTER 8.108 (COMPREHENSIVE SOLID WASTE COLLECTION AND DISPOSAL FOR CERTAIN AREAS) OF THE MUNICIPAL CODE

2. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING COUNTY OF RIVERSIDE RESOLUTION NO. 2006-159 ESTABLISHING COMPREHENSIVE COLLECTION AND DISPOSAL OF SOLID WASTE WITHIN THE COMMUNITY OF WILDOMAR

BACKGROUND:

The City of Wildomar adopted all County ordinances and resolutions upon incorporation. The ordinances applicable to solid waste collection and disposal are codified in Chapters 8.104 and 8.108 of the City's Code. Chapter 8.104 generally establishes a permitting system for waste haulers, and Chapter 8.108 establishes an regulations authorizing the establishment and regulation of "comprehensive solid waste

collection and disposal areas” within the County. In essence, Chapter 8.108 allowed the County to designate certain areas of the County as areas where all premises must utilize the services of the County’s approved waste hauler(s). Areas of the County that were not so designated were allowed to utilize the services of any company providing such services or haul their own waste.

These code provisions were adopted by the County pursuant to the statutory authority applicable to counties to regulate solid waste collection and disposal. In addition, these chapters reflect the realities of regulating solid waste collection and disposal across a large geographic area that contains both rural, hard to service areas and urbanized areas. After reviewing these chapters in depth, City staff determined that they needed to be updated to reflect the authority the City has to regulate solid waste and the City’s practices with respect to solid waste management.

ANALYSIS:

The proposed ordinance repeals Chapter 8.108 and makes organizational and substantive changes to Chapter 8.104. Since this ordinance proposes to eliminate Chapter 8.108 regarding comprehensive solid waste collection and disposal areas, City staff is also recommending that the City Council adopt a resolution repealing County Resolution No. 2006-159, which designated the community of Wildomar as a comprehensive collection area under Chapter 8.108. Such a resolution will no longer be necessary as this proposed ordinance will establish that every premises in the City must use the services of the solid waste franchisee serving their area or obtain a self haul permit from the City.

Organizationally, the proposed ordinance creates seven articles within Chapter 8.104 to make the chapter more reader friendly.

Article I – General Provisions

This article contains a statement of purpose and findings and definitions. The definitions were overhauled to match the terminology used throughout the proposed ordinance. The terminology used in the proposed ordinance draws heavily from the franchise agreements with CR&R and Waste Management to reduce inconsistencies.

Article II – Solid Waste Management

The proposed Article II establishes that every person in charge of a premises in the City is required to either make arrangements with the City’s franchisee for solid waste handling services or obtain a Self-Haul permit from the City. This article also establishes that until solid waste, recyclables or green waste is picked up by a franchisee or self-hauled, it is the responsibility of the person in charge of the premises where the waste was generated to clean up the waste.

This article also requires persons in charge of a premises to keep on the premises and use suitable containers for solid waste, recyclables and green waste, keep the containers out of sight (unless placed for pickup), and regulates the earliest a

container may be placed for pickup and the latest it may be removed after pickup has occurred. This article also requires solid waste to be disposed of as frequently as required to avoid the creation of a nuisance, but in no event less often than one time per week.

Article III – Franchises

This article continues the general authorization for the City to issue franchises for solid waste handling services and impose other franchise, permit, contract or license requirements for any category of solid waste services. This article also establishes minimum requirements for franchise agreements. This is a different approach than the current Code takes, which specifies detailed requirements for permittees/franchisees. The new approach is to include minimum requirements in the Code and leave the more detailed requirements to negotiation between the parties in the course of drafting franchise agreements or amendments thereto.

Article III also includes procedures for placement of delinquent accounts on the tax roll, and clarifies that the City has the discretion to refuse to place delinquencies on the tax roll. This new article also clarifies that the terms and conditions of regular and special collections are to be determined by contract between the franchisee and the customer, subject to the terms of the franchise agreement, and that the City has the right to impose on a franchisee and/or premises fees to cover the City's costs of preparing the reports and plans required by AB 939. AB 939 expressly authorizes the City to impose and collect such fees.

Article IV – Self-Hauling

This establishes Self-Haul permit regulations and procedures. Due to public health concerns, Self Haul Permits will only be available for Single Family Residential Premises. This article also provides that the City may impose AB 939 fees on self-haulers.

Article V – Recyclable Materials, Green Waste, and C&D Materials

This article establishes that landscapers may self-haul green waste and licensed contractors may self-haul construction and demolition material without a self-haul permit. This article also includes a provision regarding the right of any person to donate, sell or transfer recyclable materials. However, a provision is added that states the donor/seller of such recyclable materials may not pay the donee/buyer "for collecting, processing or transporting such Recyclable Material, or a consulting or broker's fee for recycling services."

Article VI – Prohibited Acts

This article includes sections that prohibit various acts related to solid waste, including illegal dumping, burning solid waste, disposal of hazardous waste, and collecting solid waste without a franchise from the City.

Article VII – Enforcement

This article includes general provisions regarding how the City may enforce the provisions of Chapter 8.104.

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FISCAL IMPACTS:

None.

Submitted & Approved By:
Gary Nordquist
City Manager

ATTACHMENTS:

- A. Ordinance No. ____
- B. Resolution No. ____

Attachment A

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING AND READOPTING CHAPTER 8.104 (SOLID WASTE COLLECTION AND DISPOSAL) OF THE MUNICIPAL CODE AND REPEALING CHAPTER 8.108 (COMPREHENSIVE SOLID WASTE COLLECTION AND DISPOSAL FOR CERTAIN AREAS) OF THE MUNICIPAL CODE.

WHEREAS, upon incorporation the City of Wildomar adopted the Riverside County Code as its municipal code, including Chapters 8.104 and 8.108 governing solid waste collection and disposal; and,

WHEREAS, the statutory authority to adopt ordinances governing solid waste collection and disposal is different for cities and counties; and,

WHEREAS, Chapters 8.104 and 8.108 reflect the statutory authority of the County of Riverside to regulate solid waste collection and disposal and not the City of Wildomar; and

WHEREAS, Chapters 8.104 and 8.108 further reflect the practicalities of regulating solid waste collection and disposal in a geographically large county with both remote, sparsely populated, hard to service areas and urbanized and densely populated areas; and,

WHEREAS, the City Council desires to amend the Wildomar Municipal Code provisions regarding solid waste collection and disposal to accurately reflect the City's statutory authority, geography, and population.

THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES ORDAIN AS FOLLOWS:

SECTION 1. Repeal and Readoption of Chapter 8.104. Chapter 8.104 of the Wildomar Municipal Code is repealed and readopted to read as shown in Exhibit A hereto.

SECTION 2. Repeal of Chapter 8.108. Chapter 8.108 of the Wildomar Municipal Code is repealed.

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, sentence,

clause, or phrase not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. Effective Date. This ordinance shall take effect thirty (30) days after its passage by the City Council.

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

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

Marsha Swanson, Mayor

ATTEST:

Debbie Lee, City Clerk

APPROVED AS TO FORM:

Thomas D. Jex, City Attorney

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

CITY OF WILDOMAR)

I, Debbie Lee, City Clerk of the City of Wildomar, do hereby certify that the foregoing Ordinance No. __ was duly adopted by the City Council of the City of Wildomar at a regular meeting, held on the __ day of _____, 2014, by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Debbie Lee, City Clerk

EXHIBIT A

“Chapter 8.104 SOLID WASTE COLLECTION AND DISPOSAL

ARTICLE I. – GENERAL PROVISIONS

ARTICLE II. – SOLID WASTE MANAGEMENT

ARTICLE III. – FRANCHISES

ARTICLE IV. – SELF-HAULING

ARTICLE V. – RECYCLABLE MATERIALS, GREEN WASTE AND C&D MATERIALS

ARTICLE VI. – PROHIBITED ACTS

ARTICLE VII. – ENFORCEMENT

ARTICLE I. – GENERAL PROVISIONS

Sec. 8.104.010. – Purpose; Findings.

Sec. 8.104.020. – Definitions.

Sec. 8.104.010. – Purpose; Findings.

A. Purpose. The management and proper disposal of Solid Waste is a matter of great importance to the City, its citizens, visitors, property owners and businesses. The City finds that the public health, safety, and well-being require the generation, accumulation, handling, collection, transportation, conversion and disposal of Solid Waste be controlled and regulated by the City through the comprehensive system provided in this Chapter. This Chapter is intended to ensure Solid Waste Handling Services are readily available, adhere to uniform standards, and are reliable, clean, and efficient. The City has a strong interest in reducing the harboring and breeding of rodents and insects, reducing the spread of disease, and preventing pollution and other unsightly degradation of the environment, which can occur with the improper handling of Solid Waste and the excess accumulation of Solid Waste.

B. Findings. The City finds and declares:

1. Article XI, § 7 of the California Constitution authorizes cities to make and enforce within their limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws.
2. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, (“AB 939” or the “Act”) (codified at Public Resources Code §§ 4000 et seq.) established a solid waste management process that requires cities and other local jurisdictions to adopt and implement plans to reduce the amount of solid waste generated within their jurisdiction and to maximize reuse and recycling.

3. AB 939 states that the frequency of solid waste collection, the means of solid waste collection and transportation, levels of services, charges and fees for services, and the nature, location and extent of providing solid waste services, are matters of local concern.
4. AB 939 expressly allows cities to provide solid waste services to its residents by its own forces or by authorizing a private entity to provide those services.
5. This Chapter implements Article XI, § 7 of the California Constitution and AB 939 in the City of Wildomar and protects public health and safety by authorizing the City Council to provide solid waste handling service itself or to award one or more franchises to private entities.

Sec. 8.104.020. – Definitions.

For the purposes of this Chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section. Words and phrases not defined in this Chapter shall have the meaning ascribed by Section 1.04.120 of this Code, and if not defined therein, then as applicable, as in: Division 30, Part 1, Chapter 2 of the Public Resources Code, Sections 40100 *et seq.*; the regulations of the California Department of Resources Recycling and Recovery; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§ 6901, *et seq.* and the regulations implementing RCRA, as they may be amended.

“AB 939” or **“Act”** means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code, §§ 40000 *et seq.* as it may be amended, and as implemented by the regulations of CalRecycle or its successor agency.

“Account Holder” means the persons or entities whose name(s) are on a Solid Waste Franchisee’s account for a Premises.

“Bin” means a Container, typically between one and six cubic yards, provided by a Solid Waste Franchisee for the collection of Solid Waste, Recyclable Material and Green Waste.

“Bulky Waste” means Solid Waste that would not typically fit within a Container, including, but not limited to, furniture, carpets, mattresses, automobile tires, and oversized Green Waste such as tree trunks and large branches if no larger than two feet in diameter and four feet in length, and similar large items discarded from a Residential Premises. “Bulky Waste” does not include Covered Electronic Devices, such as televisions, radios, computers, monitors, and the like, which are regarded as Universal Waste, the disposal of which is governed by regulation of the Department of Toxic Substances Control.

“CalRecycle” means the California Department of Resources Recycling and Recovery.

“Cart” means a Container, typically between 64 and 96 gallons, provided by a Solid Waste Franchisee for the collection of Solid Waste, Recyclable Material, and Green Waste.

“City” means the City of Wildomar, California, a municipal corporation, and all of the territory lying within the municipal boundaries of the City as presently existing and all geographic areas which may be added or annexed to the City.

“City Manager” means a person having that title in the employ of the City of Wildomar, or the City Manager’s designated representative.

“City Premises” means City-owned or operated Premises where Solid Waste is generated or accumulated.

“Commercial Premises” means all Premises in the City, other than Single Family Residential Premises, Multifamily Residential Premises, and City Premises, where Solid Waste is generated or accumulated. The term “Commercial Premises” includes, but is not limited to, stores; offices; restaurants; boarding houses; hotels; motels; industrial and manufacturing, processing, or assembly shops or plants; hospitals, clinics, convalescent centers, assisted living facilities and nursing homes.

“Construction and Demolition Material” or **“C&D Material”** means discarded building materials, “inert wastes” as defined in Public Resources Code § 41821.3(a)(1) (e.g. rock, concrete, brick, sand, soil ceramics and cured asphalt), recyclable construction and demolition materials, packaging, plaster, drywall, rubble resulting from construction, remodeling, repair and demolition operations, but does not include asbestos-containing materials or Hazardous Waste.

“Container” means any Cart, Bin or Debris Box.

“Debris Box” means a Container, typically ten to forty cubic yards, provided by a Solid Waste Franchisee for the collection of Solid Waste that is normally tipped loaded onto a motor vehicle and transported to an appropriate facility.

“Green Waste” means leaves, grass clippings, brush, branches and other forms of organic materials generated from maintenance or alteration of landscapes or gardens including, but not limited to, tree trimmings, prunings, brush and weeds and incidental pieces of scrap lumber. “Green Waste” includes holiday trees (except such trees which are frosted, flocked or which contain tinsel or metal), but does not include stumps or branches exceeding four inches (4”) in diameter or four feet (4’) in length, or palm fronds, or yucca, which are not suitable for composting. “Green Waste” is not a “Recyclable Material”. “Green Waste” is Solid Waste if it is not segregated from Solid Waste and is discarded into the Solid Waste stream.

“Hazardous Waste” means any waste materials or mixture of wastes defined as a “hazardous substance” or “hazardous waste” pursuant to the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§ 6901 *et seq.*, the Comprehensive

Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §§ 9601 *et seq.*, the Carpenter-Presley-Tanner Hazardous Substance Account Act (“HSAA”), codified at California Health & Safety Code §§ 25300 *et seq.*; the Electronic Waste Recycling Act of 2003, codified at California Health & Safety Code §§ 25214.9 *et seq.* and California Public Resources Code §§ 41516 *et seq.*, laws governing Universal Waste, all future amendments to any of them, or as defined by CalRecycle or the Department of Toxic Substances Control, or by their respective successor agencies. If there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or Solid Waste, the term “Hazardous Waste” shall be construed to have the broader, more encompassing definition.

“Household Hazardous Waste” means Hazardous Waste, including Universal Waste or Covered Electronic Devices, generated at a Single-Family or Multifamily Residential Premises, including but not limited to dry cell household batteries; cell phones and PDAs; used motor oil; used oil filters when contained in a sealed plastic bag; cooking oil; compact fluorescent light bulbs contained in a sealed plastic bag; cleaning products; pesticides; herbicides; insecticides; painting supplies; automotive products; solvents; stripes; and adhesives; auto batteries; and Universal Waste generated at a Single-Family or Multifamily Residential Premises.

“Multifamily Residential Premises” means a multi-family residential building with three or more units, including but not limited to mobile home parks, apartments, condominiums and town homes. The City will have the sole authority to resolve any ambiguity as to whether a particular Premise is a Single Family Residential Premises or a Multifamily Residential Premises.

“Owner” means the persons or entities listed on the last equalized assessment roll as the owner of a lot or parcel of real property within the City.

“Person in Charge” means an Owner, tenant, occupant or other person or persons responsible for the day to day operation of a Premises.

“Premises” means place where any person resides, or any business is carried on or conducted, or any other place upon which Solid Waste is generated or accumulated.

“Recyclable Material” means materials that maybe reused or processed and returned to the economic mainstream through reprocessing or remanufacture, consistent with the requirements of AB 939, and may includebut not are limited to the following:

1. Aluminum cans;
2. Glass jars and bottles;
3. Steel, bi-metal and tin cans, and empty aerosol containers;
4. Plastic soft drink bottles and other Type #1 containers (PET-polyethylene terephthalate);

5. Plastic milk and water jugs and other Type #2 containers (HDPE-high density polyethylene);
6. Type #3 plastic containers (V- polyvinyl chloride);
7. Type #4 plastic containers (LDPE-low density polyethylene);
8. Type #5 plastic containers (PP- polypropylene);
9. Type #6 plastic containers (PS- polystyrene);
10. Type #7 plastic containers (other and commingled);
11. Film plastic, e.g., plastic bags, shrink wrap; plastic toys and tools, and other plastic materials (if readily identifiable as being recyclable);
12. PVC pipe;
13. Juice boxes and milk cartons (aseptic packaging, Tetra Pak®, and waxed cardboard);
14. Detergent containers;
15. Scrap metal, coat hangers and metal foil;
16. Newspapers and telephone books;
17. Mixed paper (e.g., ledger, computer, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags and non-metallic wrapping paper);
18. Corrugated cardboard and chipboard;
19. Chlorofluorocarbons (contained in Bulky Waste set out for collection);
20. Tires (if set out for collection as Bulky Waste); and
21. Wood (incidental scrap pieces if set out for collection with Green Waste, and larger quantities if set out for collection with Bulky Waste).

“Recyclable Materials” are Solid Waste if they are not segregated from Solid Waste and are discarded into the Solid Waste stream.

“Self-Haul” means the transportation of Solid Waste, Recyclable Materials or Green Waste directly to a licensed or permitted landfill or other licensed or permitted disposal facility, by a person who has received a Self Haul Permit.

“Self Haul Permit” means a permit issued by the City to Self Haul under Section

8.104.310 of this Chapter.

“Self Haul Permittee” means a person who has received a Self Haul Permit.

“Single-Family Residential Premises” means a detached single family dwelling unit, each unit in a duplex, a mobile home of permanent character placed in a permanent location not within a mobilehome park, and a mobilehome within a mobilehome subdivision where each lot is individually owned. The City will have sole authority to resolve any ambiguity as to whether a particular Premise is a Single Family Residential Premises or a Multifamily Residential Premises.

“Solid Waste” means and includes any materials defined as “solid waste” by Section 40191 of the California Public Resources Code, and specifically includes, without limitation, Recyclable Materials and Green Waste that has been disposed into the Solid Waste stream, Bulky Waste, Construction and Demolition Materials, and all other materials, excluding Universal Waste, Covered Electronic Devices and Hazardous Waste, that are discarded into the Solid Waste stream, or collected in exchange for a fee or any other consideration, regardless of form or amount.

“Solid Waste Enterprise” means any individual, partnership, joint venture, unincorporated private organization, or private corporation, which is regularly engaged in the business of providing Solid Waste Handling Services.

“Solid Waste Franchisee” means a Solid Waste Enterprise that has been granted the right and privilege by the City, or by operation of law, to perform one or more Solid Waste Handling Services within the City or a portion thereof.

“Solid Waste Handling Services” means the collection, transportation, processing, recycling, composting, conversion, retention and disposal of Solid Waste, Green Waste, Recyclable Materials, Construction and Demolition Materials, Bulky Waste, Household Hazardous Waste, and/or Universal Waste.

“Spilled” means deposited, released, spilled, leaked, pumped, poured, emitted, emptied, discharged, injected, dumped or disposed into the environment, or which otherwise has come to be located outside an authorized Container. The term “disposed into the environment” shall include, but is not limited to, the abandonment or discarding of barrels, bags, cans and other closed receptacles containing Solid Waste, Recyclable Materials or Green Waste.

“Universal Waste” means and includes, but is not limited to, Universal Waste Electronic Devices” or “UWEDs,” (i.e., electronic devices subject to the regulation of the Department of Toxic Substances Control, 23 CCR §§ 66273.1, *et seq.*), and other Universal Wastes, including, but not limited to non-empty aerosol cans, fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and any other lamp exhibiting a characteristic of a hazardous waste, batteries (rechargeable nickel-cadmium batteries, silver button batteries, mercury batteries, small sealed lead acid batteries [burglar alarm and emergency light batteries] alkaline batteries, carbon-zinc

batteries and any other batteries which exhibit the characteristic of a hazardous waste), mercury thermometers, and mercury-containing switches.

ARTICLE II. – SOLID WASTE MANAGEMENT

Sec. 8.104.100. – Collection Arrangements or Self-Haul Permit Required.

Sec. 8.104.110. – Containers – Use, Placement for Collection, Storage.

Sec. 8.104.120. – Clean-Up.

Sec. 8.104.130. – Disposal Frequency

Sec. 8.104.100. – Collection Arrangements or Self-Haul Permit Required.

In order to protect the public health, safety, and well-being, and to prevent the spread of vectors, the Person in Charge of a Premises in the City shall either:

- A. Make arrangements with a Solid Waste Franchisee for Solid Waste Handling services, and keep such arrangement in good standing; or
- B. Obtain a Self-Haul permit from the City as provided for in Section 8.104.310, and abide by the operational standards in Section 8.104.310(E) and all applicable provisions of this Chapter.

A violation of this Section is a misdemeanor and punishable as provided in Article VII of this Chapter.

Sec. 8.104.110. – Containers – Use, Placement for Collection, Storage.

A. Use. Every Person in Charge of a Premises shall:

- 1. Keep on the Premises a sufficient number of Containers to hold all Solid Waste, Recyclable Materials, and Green Waste that accumulate on the Premises each week without spilling, leaking, or emitting odors.
- 2. Deposit or cause to be deposited all Solid Waste, Recyclable Materials and Green Waste generated or accumulated on the Premises into Containers meeting the requirements of Section 8.104.110(A)(1).

B. Placement for Collection. To minimize interference with public rights-of-way, no person shall place a Container in a public right-of-way for collection by the appropriate Solid Waste Franchisee more than 24 hours prior to the normal collection time. Containers placed in a public right-of-way for collection shall be removed from the right-of-way within 24 hours after collection.

C. Storage. Except during the time a Cart or Bin is placed for collection, no Cart or Bin shall be visible from the public right of way. A Debris Box may be placed in a location that is visible from the public right of way at a Single-Family Residential Premises for up to thirty (30) consecutive days and for no more than sixty (60) total days during any twelve (12) month period.

Sec. 8.104.120. – Clean-Up.

A. Until Solid Waste, Recyclable Materials or Green Waste has been picked up by the appropriate Solid Waste Franchisee, or is Self Hauled in accordance with a valid Self Haul Permit, each Person in Charge of a Premises shall be responsible for the cleanup of any and all Solid Waste, Recyclable Material, or Green Waste generated, accumulated, or Spilled on the Premises. This cleanup responsibility includes the cleanup of Solid Waste, Recyclable Materials and Green Waste Spilled for any reason, including but not limited to human or animal interference with a Container, wind or other natural forces, at any time during storage, collection, removal, or transfer of the materials.

B. The City's Solid Waste Franchisee(s) shall clean up any Solid Waste, Recyclable Material, or Green Waste Spilled during its collection, removal, or transfer, as soon as the Spill occurs.

Sec. 8.104.130. – Disposal Frequency.

All Solid Waste accumulating upon a Premises must be disposed of as frequently as required to avoid an accumulation of Solid Waste in violation of Section 8.92.020 but in no case shall disposal occur less frequently than one (1) time per week, except that less than weekly disposal is permitted during any period of time the Premises is temporarily unoccupied and Solid Waste is not accumulating on the Premises due to out-of-town travel or other similar situations.

ARTICLE III. – FRANCHISES

Sec. 8.104.200. – Provision of Solid Waste Handling Service.

Sec. 8.104.210. – Solid Waste Franchises.

Sec. 8.104.220. – Manner, Time and Frequency of Collection

Sec. 8.104.230. – Liability for Solid Waste Collection Fees.

Sec. 8.104.240. – AB 939 Fees.

Sec. 8.104.200. – Provision of Solid Waste Handling Service.

A. The City Council may grant franchises to one or more Solid Waste Enterprises to make arrangements with the Persons in Charge of Premises within the City for Solid Waste Handling Services, in accordance with Section 8.104.220.

B. The City Council may determine Solid Waste collection categories, (e.g., single-family residential, multifamily residential, commercial, construction & demolition materials, household hazardous waste, Universal Waste, Covered Electronic Devices, recyclable materials, green waste and others) and may make or impose franchise, license, contract or permit requirements which may vary for such categories.

Sec. 8.104.210. – Solid Waste Franchises.

A. The City Council may award exclusive, partially exclusive, or non-exclusive franchises for one or more types of Solid Waste Handling Services for all or a portion of the Premises in the City. Any such franchise shall be in the form of a written agreement, approved by the City Council by written resolution, and shall be subject to all of the continuation rights, if any, held by any other Solid Waste Enterprise pursuant to Public Resources Code § 49520 et seq. Where a franchise agreement is silent on an issue, the provisions of this Chapter shall govern. Where a franchise agreement predates the effective date of this Chapter, the provisions of the franchise agreement shall govern over any inconsistent provisions contained in this Chapter.

B. Any franchise granted pursuant to paragraph A of this section shall be granted on such terms and conditions as the City Council shall establish in its sole discretion. At a minimum, the franchise shall provide:

1. The Solid Waste Franchisee shall comply with the provisions of this Chapter; and,
2. The Solid Waste Franchisee shall protect, defend, indemnify and hold the City harmless such acts, omissions, liabilities and damages related to the agreement as the City Attorney and City Manager determined to be reasonable necessary to adequately protect the City; and
3. The Solid Waste Franchisee shall be required to cooperate with City in

Solid Waste disposal characterization studies and the preparation of waste stream audits, and to submit information required by the City to meet the reporting requirements of AB 939, or any other law or regulation, and to implement measures consistent with the City's Source Reduction and Recycling Element to reach the Solid Waste and recycling goals mandated by the California Integrated Waste Management Act of 1989, as it may be amended from time to time.

Sec. 8.104.220. – Manner, Time and Frequency of Collection.

A. Regular Collection. The City's Solid Waste Franchisee(s) shall make arrangements with its Account Holders specifying the manner in which Solid Waste Handling Services are to be regularly provided, subject to the terms of its franchise.

B. Special Collections. The City's Solid Waste Franchisee(s) may provide on-call collection of Bulky Waste and Household Hazardous Waste to its Account Holders, and shall provide its Account Holders with Debris Boxes when requested and collect the Debris Box when the Account Holder no longer requires the Debris Box. The terms and conditions upon which such special collections are provided to Account Holders shall be arranged between the Solid Waste Franchisee and the Account Holder, subject to the terms of the Solid Waste Franchisee's franchise from the City.

Sec. 8.104.230. – Liability for Solid Waste Collection Fees.

A. Joint and Several Liability. The Owner of a Premises and the Account Holder for a Premises are jointly and severally liable for Solid Waste Handling Services provided to the Premises by a Solid Waste Franchisee.

B. Delinquencies - Single Family and Multifamily Residential Premises. An Account Holder for a Single Family or Multifamily Premises who has not remitted required payment for Solid Waste Handling Services within one hundred twenty (120) days after the date of billing shall be notified by the Solid Waste Franchisee servicing the Premises on forms that contain a statement that if payment is not received within fifteen (15) days from the date of the notice, a 10% penalty and 1.5% monthly interest will begin to accrue and the City will be informed of the delinquency in an annual report. The Solid Waste Franchisee will deliver a report of the delinquencies in May of each year with a request that the City place the delinquencies on the tax roll.

Pursuant to Sections 38790.1 and 25831 of the Government Code, the City may collect delinquent fees or charges for Solid Waste Handling Services on the property tax roll for the Premises. The City may charge a Solid Waste Franchisee for any and all costs and expenses it incurs in connection with placing delinquencies on the tax roll. If the City decides to collect delinquent Solid Waste Handling fees or charges on the property tax roll, it shall adhere to the following procedures:

1. City will fix a time, date and place for hearing the report of delinquencies submitted by the Solid Waste Franchisee and any objections and protests to the

report. The Solid Waste Franchisee shall mail notice of the hearing to the Owner of every Premises listed on the report not less than ten (10) days prior to the date of the hearing. At the hearing, City shall hear any objections or protests of Owners liable to be assessed for delinquent fees. The City may make revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed.

2. The delinquent fees set forth in the report as confirmed shall constitute special assessments against the Premises listed in the report and are a lien on the Premises for the amount of the delinquent fees. A certified copy of the confirmed report shall be filed with the Riverside County Auditor for the amounts of the respective assessments against the respective Premises as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the Riverside County Recorder, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes.

C. Delinquencies - Commercial Premises. Solid Waste Franchisee(s) may discontinue service to a Commercial Premises if the Account Holder of the Commercial Premises has not remitted required payment for Solid Waste Handling Services within sixty (60) days after the date of billing. If a Solid Waste Franchisee terminates service to any non-paying Premises, the Solid Waste Franchisee may require as a condition precedent to re-establishment of such service, that the Owner of the Premises and the Account Holder must comply fully with all of the billing policies and practices of the Solid Waste Franchisee, including, but not limited to, requirement of payment by cash or cash equivalent, prepayment of one full billing cycle, a security deposit, payment of all costs of collection of monies owed to the Solid Waste Franchisee, and payment of a reinstatement fee. Delinquent Commercial Premises accounts shall be charged a 1.5% monthly late fee on the delinquent balance. If a Solid Waste Franchisee discontinues service for non-payment, the Solid Waste Franchisee shall, upon City request, give written notice to the City Manager of any discontinuance of service for nonpayment, giving the name and address of the Account Holders.

Sec. 8.104.240. – AB 939 Fees.

Pursuant to Division 30, Part 2, Chapter 8 of the Public Resources Code, Section 41900 *et seq.*, the City may impose fees on Solid Waste Franchisees and/or Premises in amounts sufficient to pay the costs of preparing, adopting, and implementing a countywide integrated waste management plan, including the costs of preparing, adopting and implementing the City's required Source Reduction and Recycling Element, Household Hazardous Waste Element, and Nondisposal Facility Element, and the costs of setting and collecting the fees. Any new or increased AB 939 fees imposed on a Solid Waste Franchisee shall be cause for a corresponding rate adjustment to the franchisee's then current rate structure.

ARTICLE IV. – SELF-HAULING

Sec. 8.104.300 – Applicability.

Sec. 8.104.310. – Self-Haul Permit

Sec. 8.104.320. – AB 939 Fees

Sec. 8.104.300. – Applicability

Self-Haul Permits are available only to Single-family Residential Premises because Multi-family Residential Premises and Commercial Premises generate larger volumes of Solid Waste, Recyclables and Green Waste. It would pose an unwarranted threat to the public health, safety and welfare if the Person in Charge of a Multi-family Residential Premises or a Commercial Premises attempted to Self-Haul the Solid Waste, Recyclables and Green Waste generated on their Premises because it is more difficult to transport large volumes of Solid Waste, Recyclables and Green Waste in a manner that is safe and sanitary. The difficulty posed by Self-Hauling larger volumes of Solid Waste, Recyclables and Green Waste could lead to increased illegal dumping and burning, failure to segregate Recyclables and Green Waste, unauthorized deposit of Solid Waste in the Containers of another, and the accumulation of Solid Waste at a Premises for more than one (1) week.

Sec. 8.104.310. – Self-Haul Permit

A. Permit required. The Person in Charge of a Single-family Residential Premises may apply for and obtain a permit to Self-Haul, and shall not Self-Haul without a valid Self-Haul Permit issued pursuant to this section. Every Person in Charge of a Single-family Residential Premises who desires to Self-Haul in lieu of making arrangements with the appropriate Solid Waste Franchisee for Solid Waste Handling Services shall obtain a Self-Haul permit from the City's Public Works Director or his or her designee prior to commencing Self-Hauling.

B. Term. A permit to Self-Haul shall be good for one calendar year, or such part of the calendar year that is remaining after the issuance of the permit. All Self-Haul permits shall expire on December 31, and may be renewed annually. Application for a renewal permit must be filed at least sixty (60) days prior to the expiration date of the permit to allow adequate time for processing, inspection and verifications required to issue the permit.

C. Issuance of permit. An applicant for a Self Haul Permit shall submit a completed application, on a form approved by the City's Public Works Director, to the Public Works Department. The Public Works Director or his or her designee shall determine whether the application is complete within five (5) working days of the receipt of the application. If the director or his or her designee finds the application incomplete, the applicant shall be given a list of further information needed to complete the application.

After it is determined that an application for a Self Haul Permit is complete, the applicant shall produce the items listed in numbers 1 through 7 below. The Director of Public Works or his or her designee shall issue a Self Haul Permit within five (5) working days of the production of all of the required items.

1. The applicant produces for inspection the vehicle the applicant intends to use for Self-Hauling, and the vehicle meets the following standards:

a. The vehicle is capable of safely hauling a minimum of 32 gallons (4.3 cubic feet) of Solid Waste, Recyclable Materials or Green Waste in a safe and sanitary manner so that such matter will not Spill;

b. If the vehicle is not fully enclosed, the applicant produces a tarp or other material that is demonstrated to completely secure the materials being Self Hauled.

2. The applicant produces evidence that he or she owns or leases the vehicle produced for inspection or has a written agreement to use the vehicle for Self-Hauling with the vehicle's owner or lessor;

3. The applicant produces evidence that he or she has a valid California driver's license to operate the vehicle produced for inspection and that the vehicle is registered in the State of California;

4. The applicant provides the City with a certificate of automobile insurance for the vehicle;

5. The vehicle is operational and meets all applicable Vehicle Code standards;

6. The applicant provides the City with proof that the applicant has Containers for the storage of Solid Waste, Recyclable Materials and Green Waste on the applicant's Premises before the materials are hauled to a disposal facility; and

7. The applicant pays the fee for a Self-Haul Permit authorized by resolution of the City Council. The fee shall reflect the City's reasonable costs of issuing and monitoring compliance with the permit. Permits issued between January 1 and March 31 shall pay one hundred percent (100%) of the permit fee; permits issued between April 1 and June 30 shall pay seventy-five percent (75%) of the permit fee; permits issued between July 1 and September 30 shall pay fifty percent (50%) of the permit fee; permits issued between October 1 and December 31 shall pay twenty-five percent (25%) of the permit fee.

D. Appeal of denial. An applicant whose application for a Self-Haul permit has been denied may appeal that decision. An appeal may be filed within five (5) days of the date the applicant was notified of the denial. Appeals shall be heard by the City Manager.

The decision of the City Manager is final.

E. Operational standards.

1. Self Haul Permittees must dispose of Solid Waste weekly at a licensed or permitted landfill or disposal facility and shall procure and retain weekly receipts from such landfill or other disposal facility. Receipts shall be submitted to the City monthly. Failure to show proof of Solid Waste disposal for each week that a person is permitted to Self Haul shall constitute a public health and safety nuisance sufficient to permit City to revoke the permittees' Self Haul Permit.

2. Self Haul Permittees must notify the City of any change in the vehicle being used to haul Solid Waste by the permittee. Permittees must bring the new vehicle in for an inspection and demonstrate compliance with items 1 through 5 of paragraph B of this section before the new vehicle is used to haul any Solid Waste under the permit.

3. Self Haul Permittee must keep on file with the City copies of the current automobile insurance and registration for the vehicle used to Self-Haul and the permittee's current California driver's license. Permittee must provide proof to City of renewed automobile insurance, vehicle registration, and California driver's license within five days of expiration of respective document.

4. Self Haul Permittees must separate and bag Solid Waste, Recyclable Materials and Green Waste. Recyclable Materials shall be disposed of at a licensed or permitted recycling center. Self Haul Permittees shall procure and retain weekly receipts from such permitted recycling centers. Receipts shall be submitted to the City monthly. Failure to show proof of recyclable material processing for each week that a person is permitted to Self Haul shall constitute a public health and safety nuisance sufficient to permit City to revoke the permittees' Self Haul Permit.

Green Waste shall be disposed of at a licensed or permitted composting center or shall be composted on the Premises covered by the Self Haul Permit. Self Haul Permittees shall procure and retain weekly receipts from such permitted composting centers. Receipts shall be submitted to the City monthly. Failure to show proof of green waste composting for each week that a person is permitted to Self Haul shall constitute a public health and safety nuisance sufficient to permit City to revoke the permittees' Self Haul Permit.

5. Self Haul Permittees are liable for any damages and clean-up costs resulting from any Solid Waste, Recyclable Materials or Green Waste Spills during the course of the permittees' Self Hauling activity.

F. Revocation of permit. The Self-Haul Permit shall be subject to revocation if the permittee violates any provision of this chapter. A notice of revocation shall be mailed to the permittee informing them that their Self-Haul Permit is being revoked, identifying the

violations of this chapter that have occurred, and informing the permittee that he or she has the right to dispute the revocation by an appeal to the City Manager. An appeal of a revocation must be filed within five (5) calendar days of the mailing of notice of the revocation. A revocation appeal hearing will be scheduled within five (5) days of the date the City receives the request for an appeal. The City Manager will issue a decision on the appeal within five (5) days of the hearing and provide the permittee written notice of the decision. The decision of the City Manager on the appeal shall be final. A person whose Self-HaulPermit has been revoked pursuant to this paragraph F may not obtain another Self-HaulPermit for one (1) year from the date of the revocation.

Sec. 8.104.320. – AB 939 Fees

Pursuant to Division 30, Part 2, Chapter 8 of the Public Resources Code, Section 41900 *et seq.*, the City may impose fees on persons with a Self-Haul permit in amounts sufficient to pay the costs of preparing, adopting, and implementing a countywide integrated waste management plan, including the costs of preparing, adopting and implementing the City's required Source Reduction and Recycling Element, Household Hazardous Waste Element, and Nondisposal Facility Element, and the costs of setting and collecting the fees.

ARTICLE V. – RECYCLABLE MATERIALS, GREEN WASTE AND C&D MATERIALS

Sec. 8.104.400. – Recyclables – Ownership, Right to Dispose.

Sec. 8.104.410. – Landscapers – Disposal of Green Waste.

Sec. 8.104.420. – Licensed Contractors – Disposal of C&D Materials.

Sec. 8.104.400. – Recyclable Materials – Ownership, Right to Dispose.

A. Upon placement by the owner of Recyclable Material at a designated recycling collection location, or placement of Recyclable Materials in a Container provided by the appropriate Solid Waste Franchisee, the Recyclable Material becomes the property of the recycler or Solid Waste Franchisee, by operation of state law.

B. Nothing in this Chapter shall limit the right of any person, organization or other entity to donate, sell or otherwise dispose of any Recyclable Material segregated from the Solid Waste stream owned by that person, organization or other entity, provided that the person, organization or other entity does not pay the buyer or donee any consideration for collecting, processing or transporting such Recyclable Material, or a consulting or broker's fee for recycling services.

Sec. 8.104.410. – Landscapers – Disposal of Green Waste.

Landscapers may collect, transport and compost or dispose of Green Waste without obtaining a Self Haul Permit, provided that any such Green Waste is generated by their own specific work site and transported to a site permitted by CalRecycle or exempt from permitting.

Landscapers shall not contract with a Solid Waste Enterprise to collect, transport and compost or dispose of Green Waste unless that Solid Waste Enterprise has a franchise from the City to perform said services.

Sec. 8.104.420. – Licensed Contractors – Disposal of C&D Materials.

Licensed contractors performing work within the scope of their licenses/permits within the City may collect, transport and dispose or recycle of Construction and Demolition Materials generated within their own specific work sites, without obtaining a Self Haul Permit, provided that the licensed contractor adheres to the standards for disposal of Construction and Demolition Material provided in the California Green Building Standards Code (California Code of Regulations Title 24, Part 11). Construction and Demolition Materials must be transported to a recycling facility permitted by CalRecycle whenever possible. Landfilling of Construction and Demolition Materials shall be a last resort.

Licensed contractors shall not contract with a Solid Waste Enterprise or Construction and Demolition Clean-Up Enterprise to collect, transport and dispose or recycle of

Construction and Demolition Materials unless that Solid Waste Enterprise has a franchise from the City to perform said services.

ARTICLE VI. – PROHIBITED ACTS

Sec. 8.104.500. – Removal of Solid Waste.

Sec. 8.104.510. – Bulky Waste.

Sec. 8.104.520. – Hazardous Waste.

Sec. 8.104.530. – Solid Waste Burning.

Sec. 8.104.540. – Franchise Required.

Sec. 8.104.550. – Public Nuisance.

Sec. 8.104.560. – Unauthorized Disposal.

Sec. 8.104.570. – Spills.

Sec. 8.104.580. – Unlawful Dumping.

Sec. 8.104.590. – Solid Waste Facilities

Sec. 8.104.500. – Removal of Solid Waste.

No person other than the Person in Charge of any Premises or a City Solid Waste Franchisee shall:

1. Remove any Container from the location where the Container was placed for storage or collection by the Person in Charge of the Premises; or
2. Remove any Solid Waste, Recyclable Materials or Green Waste from any Container; or
3. Move a Container from the location in which it was placed for storage or collection without the prior written approval of the Person in Charge of the Premises.

Sec. 8.104.510. – Bulky Waste.

No person shall place Bulky Waste adjacent to or in a street or public right-of-way for collection or removal purposes without first making arrangements with the appropriate Solid Waste Franchisee for the collection or removal of such Bulky Waste.

Sec. 8.104.520. – Hazardous Waste.

No person shall place or deposit Hazardous Waste, Household Hazardous Waste, or Universal Waste in any Container provided by a Solid Waste Franchisee, or deposit, release, spill, leak, pump, pour, emit, empty, discharge, inject, dump or dispose into the environment any Hazardous Waste, Household Hazardous Waste or Universal Waste.

Sec. 8.104.530. – Solid Waste Burning.

No person shall burn any Solid Waste within the City, except in an approved incinerator or transformation facility or other device for which a permit has been issued, and which complies with all applicable permit and other regulations of air pollution control

authorities, and provided any such act of burning in all respects complies with all other laws, rules and regulations.

Sec. 8.104.540. – Franchise Required.

No person except a Solid Waste Franchisee, a person with a Self-Haul Permit, a landscaper, or a licensed contractor performing work within the scope of that license, shall collect or remove any Solid Waste, Recyclable Materials or Green Waste from any Premises within the City.

Sec. 8.104.550. – Public Nuisance.

It is unlawful and a public nuisance if any one of the following conditions exists at a Premises:

1. The Person in Charge of the Premises has not made arrangements with the appropriate Solid Waste Franchisee for Solid Waste Handling Services, and the Person in Charge of the Premises does not have a valid Self Haul Permit;
2. The Person in Charge of the Premises has made arrangements with the appropriate Solid Waste Franchisee for Solid Waste Handling Services, but the Solid Waste Franchisee has terminated services to the Premises due to the Account Holder's failure to pay for such services; and
3. The Person in Charge of the Premises has obtained a Self Haul Permit from the City, but the permittee has violated one or more of the operational standards contained in Section 8.104.310(E).

Sec. 8.104.560. – Unauthorized Disposal.

No person shall place anything in another person's Containers without the permission of such other person.

Sec. 8.104.570. – Spills.

It is unlawful for any person transporting Solid Waste, Recyclable Materials or Green Waste not to clean up, or arrange for the cleanup, of any Solid Waste, Recyclable Materials or Green Waste Spilled during removal or transport within the City by such person. If any person transporting Solid Waste, Recyclable Materials or Green Waste Spills any such materials and does not clean up or arrange for the cleanup of the Spill, the City may clean up the Spill and charge the person responsible for the Spill 100 percent of the costs the City incurred in cleaning up the Spill.

Sec. 8.104.580. – Unlawful Dumping.

It is unlawful for any person to negligently or intentionally Spill upon any property within

the City any Solid Waste, Recyclable Materials or Green Waste, or to cause, suffer, or permit Solid Waste, Recyclable Materials or Green Waste to be located upon any property in the City, except as authorized by law.

Sec. 8.104.590. – Solid Waste Facilities.

No person shall construct or operate a Solid Waste management facility, including but not limited to a materials recovery facility, Solid Waste transfer or processing station, composting facility, a buy-back or drop-off center, disposal facility or a recycling center without first satisfying all City requirements for land use, environmental and other approvals.

ARTICLE VII. – ENFORCEMENT

Sec. 8.104.700. – Enforcement.

Sec. 8.104.710. – Violation.

Sec. 8.104.720. – Misdemeanor.

Sec. 8.104.730. – Attorneys' fees.

Sec. 8.104.700. – Enforcement.

A. Pursuant to California Penal Code Section 836.5, any City code enforcement officer is authorized to enforce the provisions of this Chapter and as well as those of California Penal Code Sections 374, 374a, 374.2, 374.3, 374.4, 374d, 374.7, and 375; California Government Code Section 68055 et seq.; and California Vehicle Code Sections 23111 and 23112.

B. Any violation of this Chapter may be enforced in any manner authorized by law, including but not limited to an administrative citation, criminal citation, nuisance abatement action, or civil action.

Sec. 8.104.710. – Violation.

Except as otherwise provided in this Chapter, violations of this Chapter are punishable as set out in Chapter 1.16 of this Code.

Sec. 8.104.720. – Misdemeanor.

Violation of this Chapter shall be a misdemeanor.

Sec. 8.104.730. – Attorneys' Fees.

In any action or proceeding brought to enforce a violation of this Chapter, including but not limited to a nuisance abatement action and an action to foreclose on a special assessment, the prevailing party shall recover its reasonable attorney's fees and costs.

Attachment B

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING COUNTY OF RIVERSIDE RESOLUTION NO. 2006-159 ESTABLISHING COMPREHENSIVE COLLECTION AND DISPOSAL OF SOLID WASTE WITHIN THE COMMUNITY OF WILDOMAR

THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES RESOLVE AS FOLLOWS:

SECTION I. Recitals.

- (a) The City of Wildomar was incorporated on July 1, 2008, as a general law city of the State of California.
- (b) Upon incorporation, the Wildomar City Council adopted all ordinances and resolutions of the Riverside County Board of Supervisors in effect on July 1, 2008 until such time as the City Council repeals or supersedes any or all of the ordinances and resolutions.
- (c) County Resolution No. 2006-159 was in effect upon incorporation, and established the community of Wildomar as a “comprehensive collection area” for solid waste collection pursuant to County Ordinance No. 745, codified in Chapter 8.136 of the County Code.
- (d) The City Council has introduced for first reading Ordinance No. ___, which updates the provisions of the City Code related to solid waste collection, and repeals Chapter 8.136 of the City’s Code.
- (e) As the City Council has authorized the repeal of Chapter 8.136 of the City’s Code, County Resolution No. 2006-159 should also be repealed.

SECTION II. Repeal of County Resolution No. 2006-159. The City Council of the City of Wildomar hereby repeals County Resolution No. 2006-159, adopted by the City Council upon incorporation via City Resolution No. 08-01.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2014.

Marsha Swanson, Mayor

ATTEST:

Debbie Lee, City Clerk

APPROVED AS TO FORM:

Thomas Jex, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF WILDOMAR)

I, Debbie Lee, City Clerk of the City of Wildomar, do hereby certify that the foregoing Resolution No. ____ was duly adopted by the City Council of the City of Wildomar at a regular meeting thereof, held on the ____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Debbie Lee, City Clerk

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.5
GENERAL BUSINESS
Meeting Date: February 12, 2014

TO: Mayor and City Council Members

FROM: Dan York, Public Works Director/City Engineer

SUBJECT: Consultant Service Agreement for Collier Elementary School Safe Routes to School Improvement Project

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute a Consultant Services Agreement with RBF Consulting for Engineering Design Services for the Collier Elementary School Safe Routes to School Improvement Project.

BACKGROUND:

The City of Wildomar received a federal Safe Route to Schools grant to construct sidewalks on Union Street from Corydon Street to the elementary school. The Preliminary Engineering/Environmental work and design are scheduled to be complete in the winter of 2014. Construction is planned for the summer break in 2015.

The project expenditures are provided in the Table below.

Table: Sidewalk Project Expenditures

Project Expenditures	Budgeted Cost
Preliminary Engineering/Environmental	\$ 105,424
Right-of-Way Acquisition	\$ 0
Construction	\$ 352,676
Other/Contingency	\$ 45,800
Total	\$ 503,900

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

Staff recommends the City Council authorize the City Manager to execute a contract with RBF Consulting in the amount of \$76,608 and authorize staff to amend the agreement if necessary for additional services that may be required to complete the project up to a total contract amount of \$85,000.

FISCAL IMPACTS:

Payment for work associated with the performance of this contract will be reimbursed from the federal Safe Route to School grant. There is no General Fund impact.

Submitted by:
Dan York
Public Works Director/City Engineer

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- A. Agreement for Consultant Services
Proposal and Fee
- B. Request for Proposal for Consultant Services

Attachment A

DESIGN PROFESSIONAL SERVICES AGREEMENT

**FOR ENGINEERING SERVICES FOR THE COLLIER
ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL
IMPROVEMENT PROJECT**

By and Between

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

and

RBF CONSULTING

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
RBF Consulting**

This Agreement for Design Professional Services ("Agreement") is entered into as of this 12th day of February, 2014 by and between the City of Wildomar, a municipal corporation ("City") and RBF Consulting, a California Corporation ("Design Professional"). City and Design Professional are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 38 "Termination of Agreement" of this Agreement, the Term of this Agreement is for two (2) years commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

Design Professional shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 44 "Administration and Implementation" or Section 46 "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. FUNDING REQUIREMENTS

(a) It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

(b) This agreement is valid and enforceable only if sufficient funds are made available to the City for the purpose of this Agreement. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or City governing board that may affect the provisions, terms, or funding of this Agreement in any manner.

(c) It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

(d) The City has the option to void the Agreement under the 30-day cancellation clause in Section 38(a) of this Agreement, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

SECTION 5. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Design Professional the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed seventy-six thousand six hundred and eight dollars (\$76,608), unless additional compensation is approved in writing in accordance with Section 44 "Administration and Implementation" or Section 46 "Amendment" of this Agreement..

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

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

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

SECTION 6. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

(a) This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

(b) If the Agreement has a DBE goal, the Design Professional must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Design Professional must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

(c) DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Design Professional or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Design Professional shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Design Professional to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate.

(d) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

(e) A DBE may be terminated only with prior written approval from the City and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting City consent for the termination, Design Professional must meet the procedural requirements specified in 49 CFR 26.53(f).

SECTION 7. PERFORMANCE OF DBE DESIGN PROFESSIONAL AND OTHER DBE SUBCONSULTANTS

(a) A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.

(b) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

(c) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of this Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

SECTION 8. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONSULTANTS

(a) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

(b) No retainage will be withheld by the City from progress payments due to the Design Professional. Retainage by the Design Professional or subconsultants is prohibited, and no retainage will be held by the Design Professional from progress due subconsultants. Any violation of this provision shall subject the Design Professional or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Design Professional or subconsultant in the event of a dispute involving late payment or nonpayment by the Design Professional or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to Design Professional and all subconsultants, regardless of DBE status.

SECTION 9. DBE RECORDS

(a) The Design Professional shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. If Design Professional is a DBE, it shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

(b) Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Design Professional or the Design Professional's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Design Professional when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

SECTION 10. DBE CERTIFICATION AND DECERTIFICATION STATUS

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Design Professional in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Design Professional in writing with the date of certification. Any changes should be reported to the City's Contract Administrator within 30 days.

SECTION 11. COST PRINCIPLES

(a) The Design Professional agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

(b) The Design Professional also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(c) Any costs for which payment has been made to Design Professional that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Design Professional to the City.

SECTION 12. DISPUTES

(a) Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement of the parties shall be decided by a committee

consisting of the City's Contract Administrator and City Manager, who may consider written or verbal information submitted by the Design Professional.

(b) Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the Design Professional may request review by the City Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

(c) Neither the pendency of a dispute, nor its consideration by the committee will excuse the Design Professional from full and timely performance in accordance with the terms of this Agreement.

SECTION 13. AUDIT REVIEW PROCEDURES

(a) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement of the parties, shall be reviewed by the City's Chief Financial Officer.

(b) Not later than 30 days after issuance of the final audit report, the Design Professional may request a review by the City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

(c) Neither the pendency of a dispute nor its consideration by the City will excuse the Design Professional from full and timely performance, in accordance with the terms of this Agreement.

SECTION 14. EQUIPMENT PURCHASE

(a) Prior authorization in writing by the City's Contract Administrator shall be required before the Design Professional enters into any unbudgeted purchase order, or subcontract exceeding \$1,000 for supplies, equipment, or services. The Design Professional shall provide an evaluation of the necessity or desirability of incurring such costs.

(b) For purchase of any item, service or consulting work not covered in the Design Professional's Cost Proposal and exceeding \$1,000 prior authorization by the City's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

(c) Any equipment purchased as a result of this Agreement is subject to the following: "The Design Professional shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, the Design Professional may either keep the equipment and credit the City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit the City in an amount equal to the sales price. If the Design Professional elects to keep the equipment, fair market value shall be determined at the Design Professional's expense, on the

basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the City and the Design Professional, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City.”

- (d) All subcontracts in excess \$25,000 shall contain the above provisions.

SECTION 15. INSPECTION AND FINAL ACCEPTANCE.

The Design Professional and any subcontractor shall permit the City, the state, and the FHWA if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement or when completed, including review and inspection on a daily basis. City shall reject or finally accept Design Professional’s work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Design Professional’s work shall be deemed to have been accepted. City’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Design Professional’s work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 34 “Indemnification” and Section 35 “Insurance.”

SECTION 16. OWNERSHIP OF DOCUMENTS.

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

(b) Upon completion of all work under this Agreement, ownership and title to all reports, documents, maps, designs, drawings, plans, specifications, photographs, studies, surveys, data, notes, computer files, files, estimates, and other documents produced as part of this Agreement will automatically be vested in the City; and no further agreement will be necessary to transfer ownership to the City. The Design Professional shall furnish the City all necessary copies of data needed to complete the review and approval process.

(c) It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.

(d) The Design Professional is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the City of the machine-readable information and data provided by the Design Professional under this agreement; further, the Design Professional is not liable for claims, liabilities, or losses arising out of, or connected with any use by the City of the project documentation on other projects for additions to this project, or

for the completion of this project by others, except only such use as may be authorized in writing by the Design Professional. Design Professional's guarantees and warranties in Section 25 "Standard of Performance" of this Agreement shall not extend to such modification or misuse by the City of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

(e) Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Agreements as appropriate.

(f) The Design Professional is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by the City of the machine readable information and data provided by the Design Professional under this agreement; further, the Design Professional is not liable for claims, liabilities or losses arising out of, or connected with, any use by the City of the project documentation on other projects; for additions to this project, or for the completion of this project by others, except only such use as may be authorized, in writing, by the Design Professional.

(g) The City may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

(h) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

SECTION 17. DESIGN PROFESSIONAL'S BOOKS AND RECORDS.

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

(b) For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; the Design Professional, and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement.

(c) 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 during the term of this Agreement and for three years from the date of final

payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Design Professional that are pertinent to the Agreement for audit, examinations, excerpts, and transactions. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Design Professional's address indicated for receipt of notices in this Agreement.

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

(e) Subcontracts in excess of \$25,000 shall contain this provision

SECTION 18. SAFETY

(a) The Design Professional shall comply with OSHA regulations applicable to Design Professional regarding necessary safety equipment or procedures. The Design Professional shall comply with safety instructions issued by the City Safety Officer and other City representatives. Design Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.

(b) Pursuant to the authority contained in Section 591 of the Vehicle Code, the City has determined that such areas are within the limits of the project and are open to public traffic. The Design Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Design Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

(c) Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

SECTION 19. CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

(a) If claims are filed by the City's construction contractor relating to work performed by Design Professional's personnel, and additional information or assistance from the Design Professional's personnel is required in order to evaluate or defend against such claims; Design Professional agrees to make its personnel available for consultation with the City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

(b) Design Professional's personnel that the City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Design Professional's personnel services under this Agreement.

(c) Services of the Design Professional's personnel in connection with the City's construction contractor claims will be performed pursuant to a written amendment to this Agreement, if necessary, extending the termination date of this agreement in order to finally resolve the claims.

(d) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

SECTION 20. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, the Design Professional hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Design Professional within the immediately preceding two-year period, because of the Design Professional's failure to comply with an order of a federal court that orders the Design Professional to comply with an order of the National Labor Relations Board.

SECTION 21. EVALUATION OF DESIGN PROFESSIONAL

The Design Professional's performance will be evaluated by the City. A copy of the evaluation will be sent to the Design Professional for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

SECTION 22. STATEMENT OF COMPLIANCE

The Design Professional's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the Design Professional has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

SECTION 23. DEBARMENT AND SUSPENSION CERTIFICATION

(a) The Design Professional's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Design Professional has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the City.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Design Professional responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

SECTION 24. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 25. STANDARD OF PERFORMANCE.

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

SECTION 26. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

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

SECTION 27. PREVAILING WAGE LAWS.

(a) The Design Professional shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770 et. seq., and all federal, state, and local laws and ordinances applicable to the work.

(b) Any subcontract entered into as a result of this Agreement if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

SECTION 28. NONDISCRIMINATION.

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

SECTION 29. UNAUTHORIZED ALIENS.

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

SECTION 30. CONFLICTS OF INTEREST.

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

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

(c) City understands and acknowledges that Design Professional will, perform non-related services for other governmental agencies and private parties following the completion of

the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

(d) The Design Professional shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. The Design Professional shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.

(e) The Design Professional hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

(f) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

(g) The Design Professional hereby certifies that neither Design Professional, nor any firm affiliated with the Design Professional will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(h) Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

SECTION 31. REBATES, KICKBAKS OR OTHER UNLAWFUL CONSIDERATION

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

SECTION 32. SUBCONTRACTING

(a) The Design Professional shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

(b) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

(c) Any substitution of subcontractors must be approved in writing by the City's Contract Administrator.

SECTION 33. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All financial, statistical, personal, technical, or other data and information relative to the City's operations, which are designated confidential by the City and made available to the Design Professional in order to carry out this Agreement, shall be protected by the Design Professional from unauthorized use and disclosure. All information gained or work product produced by Design Professional in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Design Professional. Design Professional shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

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

(c) Permission to disclose information on one occasion, or public hearing held by the City relating to the Agreement, shall not authorize the Design Professional to further disclose such information, or disseminate the same on any other occasion.

(d) The Design Professional shall not comment publicly to the press or any other media regarding the Agreement or the City's actions on the same, except to the City's staff, Design Professional's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.

(e) The Design Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the City, and receipt of the City's written permission.

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

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

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

(h) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

(i) All information related to the construction estimate is confidential, and shall not be disclosed by the Design Professional to any entity other than the City.

SECTION 34. INDEMNIFICATION.

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

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

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

SECTION 35. INSURANCE.

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

City Manager. Design Professional agrees to provide City with copies of required policies upon request.

SECTION 36. ASSIGNMENT.

The expertise and experience of Design Professional are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Design Professional under this Agreement. In recognition of that interest, Design Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Design Professional's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 38 "Termination of Agreement." City acknowledges, however, that Design Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 37. CONTINUITY OF PERSONNEL.

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

SECTION 38. TERMINATION OF AGREEMENT.

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

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

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

(d) Upon termination of this Agreement by either Design Professional or City, all property belonging exclusively to City which is in Design Professional's possession shall be returned to City. Design Professional shall furnish to City a final invoice for work performed and expenses incurred by Design Professional, prepared as set forth in Section 5 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 5 "Compensation and Method of Payment" of this Agreement.

SECTION 39. DEFAULT.

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

work performed after the date of default. Instead, the City may give notice to Design Professional of the default and the reasons for the default. The notice shall include the timeframe in which Design Professional may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Design Professional is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Design Professional does not cure the default, the City may take necessary steps to terminate this Agreement under Section 38. Any failure on the part of the City to give notice of the Design Professional's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 40. EXCUSABLE DELAYS.

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

SECTION 41. COOPERATION BY CITY.

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

SECTION 42. NOTICES.

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

To City:	City of Wildomar Attn: City Manager 23873 Clinton Keith Rd., Suite 201 Wildomar, CA 92595
To Design Professional:	RBF Consulting Attn: John Tanner, Vice President 40810 County Center Drive, Suite 100 Temecula, CA 92591

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 43. AUTHORITY TO EXECUTE.

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

SECTION 44. 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 46 "Amendment" and the City Manager's contracting authority under the Wildomar Municipal Code.

SECTION 45. BINDING EFFECT.

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

SECTION 46. AMENDMENT.

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

SECTION 47. WAIVER.

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

SECTION 48. 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 49. 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 50. ENTIRE AGREEMENT.

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

SECTION 51. 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 52. 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: _____
John Tanner
Its: Corporate Officer

By: _____

Its: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

	TITLE(S)	
<input type="checkbox"/>	PARTNER(S)	<input type="checkbox"/> LIMITED
		<input type="checkbox"/> GENERAL
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<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

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
 ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

Attached by Reference Proposal for Engineering Services for the Collier Elementary School Safe Routes to School Improvement Project, prepared by RBF Consulting, dated January 16, 2014

EXHIBIT "B"
COMPENSATION

[Fee Proposal attached by Reference]

EXHIBIT "C"

INSURANCE

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

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

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

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

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

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

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

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

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

Attachment B

PROPOSAL

Engineering Services for the Collier Elementary School Safe Routes to School Improvement Project

Safe Routes to School



Prepared For:
City of Wildomar
January 16, 2014



*Creating value by delivering
innovative and sustainable solutions
for infrastructure and the environment*

Safe Roads for a Safer Future



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Introductory Letter



January 16, 2014

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

**Subject: Fee Proposal for Engineering Services for the Collier Elementary School
Safe Routes to School Improvement Project**

Dear Mr. York:

RBF Consulting (RBF) is pleased to submit our Proposal to continue our valued relationship with The City of Wildomar and provide Professional Engineering Services for the Collier Elementary School Safe Routes to School Improvement Project. Our proposal has been carefully prepared to be fully responsive to the City's Request for proposal dated December 18, 2013.

The City of Wildomar is looking for a qualified firm to provide Engineering Services for the Collier Elementary School Safe Routes to School Improvement Project which is located in the area surrounding Collier Elementary School along Union Street, Trailwood Court, Mayhall Drive, and Alderbrook Road. The project will require the Consultant to provide non-infrastructure services, which includes providing educational materials and preparing a student tally and parent survey. Other requirements will be prepare appropriate environmental documents (NEPA/CEQA) and obtain environmental clearance from Caltrans; coordinate with utility companies; prepare engineering plans, specifications, and estimates (PS & E) for bidding; and provide engineering support during bidding and construction.

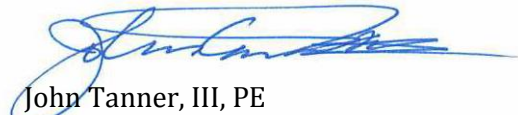
By selecting RBF, The City of Wildomar will receive the following advantages:

- ❖ The RBF Team has extensive experience designing projects that achieve a balance between community concerns, owner needs and providing creative solutions for our clients. Solutions are based on innovative, yet practical methods combined with leading-edge technology.
- ❖ **Mr. John Tanner, PE** will serve as Project Manager and will be the principal contact with the City for the contract. Mr. Tanner has performed as Project Manager for numerous similar projects, which include many years of experience serving the County of Riverside.

Mr. Dan York
City of Wildomar
January 16, 2014
Page 2

- ❖ Our team brings proven performance in municipal improvement projects throughout Southern California and beyond. RBF's experience and knowledge of local policies will result in early identification and resolution of issues.
- ❖ RBF is a full-service company with office locations throughout California, Nevada and Arizona. This allows us to provide the depth of resources required to provide design and engineering, surveying and environmental services for all sizes and categories of projects.

We appreciate the opportunity to submit our proposal and look forward to discussing how we can further assist you in providing the engineering support desired. Should you have any questions, please do not hesitate to contact me at (951) 676-8042 Ext. 3530 or jtanner@rbf.com.
Respectfully submitted,



John Tanner, III, PE
Vice President/ Project Manager

Enclosures: (1) Original and (4) Copies

Qualifications & Experience



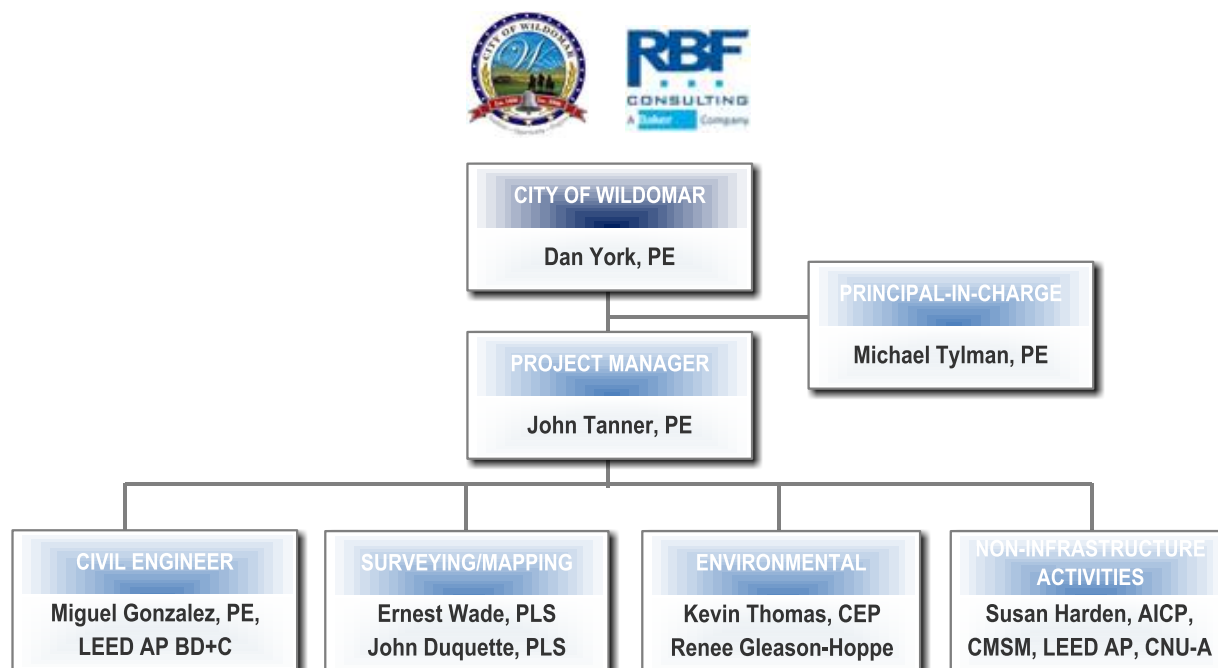


2. QUALIFICATIONS AND EXPERIENCE

RBF has assembled a carefully chosen, highly qualified Project Team, as outlined on the Organization Chart on the following pages. The RBF Team understands that it is important to have sufficient staff available with the appropriate backgrounds and capabilities. We have identified the expertise required to complete the City's proposed assignments given the general description of services. We have also identified those individuals from within RBF who possess the strongest background and expertise. The RBF Team is committed to providing the City with the same proactive team approach that has been successfully delivered to other agencies throughout Southern California. Our engineering experience, together with our experience with the City, ensures the continued progress and success of any proposed task order assignment.

Organization Chart

As presented is the Project Organization, the focus of the RBF Team will be on developing a high quality project for the City. From a performance and operational perspective, the team is organized around optimal communications and responsiveness to the City.





Project Manager

RBF recognizes that the successful delivery of a high quality improvement project starts with assigning a strong Project Manager who possesses superior technical management and leadership skills and is responsive to the City's needs for this important project. **Mr. John Tanner, P.E.**, will serve as the City's Project Manager and will have direct and continued responsibility for the project.

Mr. Tanner will be the City's contact on all matters dealing with the project and will handle all day-to-day activities through completion. Mr. Tanner has over 19 years of experience enabling him to provide strong, hands-on engineering skills for local, regional, and Caltrans projects. He has been responsible for the preparation of plans, specifications and estimates for major roadways, intersections, interchange ramps, and street improvements. Mr. Tanner has delivered multiple major public works projects that have included a wide variety of roadway widening, pavement rehabilitation, storm drain and utility infrastructure projects.

Miguel Gonzalez, PE, as the design engineer will assist Mr. Tanner with the preparation of plans and specifications in conformance with federal funding requirements. Mr. Gonzalez is experienced in preparation of improvement plans for grading, street design, storm drain, sewer and water plans, and providing engineering support as required for due diligence, specific plans, and tentative tract Maps. He has diverse background with civil and electrical engineering with emphasis in land development, public works, and construction management.

Project Team Qualifications

The RBF Team is prepared to commit its personnel and its resources to serving the City by providing professional consultant services for the Collier Elementary School Safe Routes Project. Our team of professionals is well balanced and experienced in working together on many successful projects. The key personnel assigned to this Project have functioned in similar responsible positions and have worked on numerous street improvement projects.

On the following table summarizes our key personnel's roles for this project, as well as their role, years of experience, education, professional registrations and highlights their previous experience.



Name and Project Team Role	Experience, Education and Professional Registration	Representative Project Experience
<p><i>John Tanner, PE</i> Project Manager</p>	<p>Years of Experience: 19 Registration: 2000, Registered Civil Engineer, CA, 60132 2011, Qualified SWPPP Developer/Practitioner, CA, 20476 Education: B.S., 1995, Civil Engineering, San Jose State University</p>	<ul style="list-style-type: none"> • Lasselle Street Median & Sidewalk Improvements (Moreno Valley, CA) • Winchester Road (Highway 79) Improvement Plans - (French Valley, CA) • Jackson Avenue Improvement Plans - CIP 8335 (Murrieta, CA) • Date Street/Murrieta Hot Springs Alignment Study (Murrieta, CA) • Highway 74 Improvement Plans (Menifee, CA) • Garrett Ranch Mall (Hemet, CA)
<p><i>Michael Tylman, PE</i> Principal In Charge</p>	<p>Years of Experience: 30 Registration: 1987, Registered Civil Engineer, CA, 43090 Education: B.S., 1984, Civil Engineering, California State University Long Beach</p>	<ul style="list-style-type: none"> • I-15/Rancho California Road Ramp Improvements (Temecula, Riverside County, CA) • California Oaks Road/I-15 Interchange (Murrieta, CA) • Lasselle Street Median & Sidewalk Improvements (Moreno Valley, CA) • Winchester Road (Highway 79) Improvement Plans (French Valley, CA) • Jackson Avenue Improvement Plans - CIP 8335 (Murrieta, CA) • Date Street/Murrieta Hot Springs Alignment Study (Murrieta, CA) • Highway 74 Improvement Plans (Menifee, CA)
<p><i>Miguel Gonzalez, PE</i> <i>LEED AP BD+C</i> Civil Engineering</p>	<p>Years of Experience: 27 Registration: 2001, Civil Engineer, CA, 61561 1990, Civil Engineer, Baja California, 5030/90 1987, Civil Engineer, Mexico, 1129464 2009, Leadership in Energy and Environmental Design Accredited Professional Building Design + Construction (LEED AP BD+C) 2011, Qualified SWPPP Developer/Practitioner, CA, 00541</p>	<ul style="list-style-type: none"> • Magnolia Avenue and Main Street realignment (Corona, CA) • Santana Park Expansion (Corona, CA) • Chase Drive Intersection at Hudson Avenue and Taroco Dive (Corona, CA) • Oak Glen Road Widening and Sunnyside Drive Realignment (Yucaipa CA) • Extension of Potato Creek RCB Culvert at Bryant Street (Yucaipa, CA) • The Linfield School Expansion (Temecula, CA) • Chino Hills High School #4 (Chino Hills, CA)



Name and Project Team Role	Experience, Education and Professional Registration	Representative Project Experience
	Education: B.S., 1985, Civil Engineering, University of Guanajuato, Mexico C.A., 1991, Industrial Electricity, San Diego City College M.S., 1995, Civil Engineering, San Diego State University	
<i>Susan Harden, AICP, CMSM, LEED AP, CNU-A CEQA/NEPA</i>	Years of Experience: 20 Registration: American Institute of Certified Planners, #015065 2002, Certified Main Street Manager 2005, Professional Certificate in Neighborhood Revitalization from NeighborWorks Training Institute 2007, Certificate in Dialogue, Deliberation and Public Engagement from Fielding Graduate University 2008, Leadership in Energy and Environmental Design Accredited Professional (LEED AP) 2009, Congress for the New Urbanism Education: M.E.P., 1998, Environmental Planning, Arizona State University B.A., 1993, Architectural Studies, University of Kansas B.A., 1993, Environmental Studies, University of Kansas	<ul style="list-style-type: none"> • Santa Ana River Parkway - Trail and Bikeway (County of Orange) • State Route 4 Realignment and Highway Safety Improvements (Calaveras County, CA) • Beyer Community Sports Park General Development Plan (San Diego, CA) • Lakeport Neighborhood Improvement Study (Lakeport, CA) • College Boulevard Widening Project Study Report (Oceanside, CA) • River's End Staging Area and San Gabriel River Bikeway (Rivers and Mountains Conservancy Grant Project) (Seal Beach, CA) • Poway Park Assessment (Poway, CA) • Downtown Indio Infrastructure - Phase 1 Civil Improvements (Indio, CA) • Foothill Parkway Westerly Extension (Corona, CA)



Name and Project Team Role	Experience, Education and Professional Registration	Representative Project Experience
<p><i>Kevin Thomas, CEP</i> Environmental Services</p>	<p>Years of Experience: 26 Registration: 1999, Certified Environmental Professional, 0383 (ABCEP) Education: B.A., 1985, Environmental Engineering, University of California, Los Angeles</p>	<ul style="list-style-type: none"> • North Peak Specific Plan Northern Access Road EA (Lake Elsinore, CA) • Interstate 15/Nutmeg Street Overcrossing I S/MND (Murrieta, CA) • Jefferson Drive/Murrieta Creek Road (Murrieta, CA) • Jefferson Street Widening/Reconstruction Project (La Quinta and Indio, CA) • Los Alamos/I-215 PSR-PR Environmental Evaluation (Murrieta, CA) • Washington Street Widening IS/MND (Riverside County, CA) • McNaughton Road/I-10 Preliminary Environmental Assessment Report (Coachella, CA, and Caltrans District 8) – • Jackson Avenue Improvement Plans – CIP 8335 (Murrieta, CA) • Jeffrey Road Pedestrian Overcrossing CE/MND (Irvine, CA)
<p><i>Renee Gleason-Hoppe</i> Environmental Services</p>	<p>Years of Experience: 7 Education: B.A., 2002, English, California State University, San Bernardino Professional Affiliations: Member, Association of Environmental Professionals (AEP), 2007 Member, Women in Transportation Seminar (WTS), 2007 Additional Education: AEP, CEQA Workshop, 2007 APA, Participatory GIS in Transportation, 2007 RCTC, 2008 RTIP Update Workshop, 2007 AEP, Advanced CEQA Workshop, 2008 Caltrans, Preliminary Environmental Studies (PES)</p>	<ul style="list-style-type: none"> • Santa Ana River Trail (SART), Phase III Support Services (San Bernardino County, CA) • State Route 57/60 at Grand Overcrossing (Diamond Bar, CA) Ongoing • Interstate 10/Monterey Avenue Interchange (Palm Desert, CA) • Interstate 10/Jefferson Street Interchange (Indio, CA)



<i>Name and Project Team Role</i>	Experience, Education and Professional Registration	Representative Project Experience
	Form Workshop, 2008 SWCA Comprehensive NEPA Training, 2008	
<i>Ernest Wade, PLS Survey/Mapping</i>	Years of Experience: 43 Registration: 1989, Professional Land Surveyor, CA, 6052 Education: Coursework, Boundary Control/Geodetic Survey Certificate, Party Chief Certification Program	<ul style="list-style-type: none">• Interstate 15 / California Oaks Road Interchange Modification (Murrieta, CA)• Interstate 215/Los Alamos Road Interchange (Murrieta, CA)• Ynez Bridge Widening, (Temecula, CA)• Veteran's Memorial Park (Temecula, CA)• Margarita Road Extension (Temecula, CA)• Scott Road Widening Project (Riverside County, CA)
<i>John Duquette, PLS Survey/Mapping</i>	Years of Experience: 25 Registration: 1999, Professional Land Surveyor, CA, 7566 Education: A.S., 1996, Surveying and Mapping	<ul style="list-style-type: none">• Ynez Bridge Widening (Temecula, CA)• Jackson Avenue Street Dedications (Murrieta, CA)• Murrieta Hot Springs Road / Alta Murrieta Widening (Temecula, CA)• Interstate 15 / State Route 79 South Interchange Improvements (County of Riverside, CA)• Interstate 215 / Los Alamos Road Overcrossing (Murrieta, CA)• Interstate 15 / California Oaks Road Interchange (Murrieta, CA)

Full team resumes will be provided at the end of this section.



RBF Technical Competence

STREET AND ROADWAY IMPROVEMENTS

RBF Consulting has provided professional design services to public agencies for over 30 years. RBF engineering capabilities include transportation planning, design, and construction. Design services include conceptual, preliminary, and final design plans with associated, specifications, and estimates for local roads, arterial highways, and transportation corridor systems. RBF incorporates in-house services of several disciplines to provide a comprehensive team to complete a range of tasks that include:

- Roadway rehabilitation and widening;
- Intersection and interchanges;
- Bridge design;
- Signing, striping and stage construction plans;
- Right-of-way mapping;
- Utility relocation coordination;
- Agency permitting;
- Preparation of specifications and bid documents;
- Construction survey staking and construction management
- PS&E'S;
- Traffic Engineering;
- Utility Design;
- Storm Water Design;
- Water Quality;
- Erosion control (QSD/QSP);
- Environmental (CEQA);
- Regulatory Permitting;
- Monumentation

Coordination with Caltrans, Utilities, and Agencies.

RBF staff has experience coordinating the various tasks of rehabilitation projects to gain appropriate clearance and permitting from local agencies. RBF's staff maintains an ongoing dialogue with local, regional, state, and Federal jurisdictional agencies and continually keeps abreast of the changing requirements and procedures for each agency. RBF always incorporates geometric design standards of the appropriate jurisdictional agency into the engineering plans of public works projects.

ADA Compliance: State regulations for the Americans with Disabilities Act (ADA).

RBF consults regulating documents to determine the dimension of curb ramps, location and transition from walks, gutters, and streets, appropriate materials, amount of access from the street, and prevention of obstruction from vehicles.

Civil Engineering

RBF engineers design solutions based on land use opportunities and site planning. For decades, RBF has worked to assist clients to improve and rehabilitate existing streets, roadways, and major arterials. We have provided our clients the following services:

- | | |
|--|--|
| <ul style="list-style-type: none">▪ Plans, Specifications, and Estimates▪ Grading Plans▪ Utility Plans: sewer, water, gas, electric▪ Roadway Alignments▪ Storm Drain Systems | <ul style="list-style-type: none">▪ Slope Repairs/Stabilization▪ On-Call Services▪ Energy Audits▪ Traffic Studies |
|--|--|



Survey / Mapping

RBF survey personnel have performed complete project services, from initial design topography through final monumentation and construction staking, on many varied public and private developments throughout the western United States. All survey crews' work under the direct supervision of a Licensed Land Surveyor registered in the State of practice. Each survey crew is equipped with the latest survey equipment and state of the art instruments. Field data collectors are interfaced with our office wide area network computer system and Internet uplink to insure accurate and timely information transfers. This means fast turnaround for tightly scheduled projects. All survey vehicles are equipped with radios and cellular phones for efficient and effective response time. All field personnel have been trained in safety, cost and budget controls.

- | | |
|--|---|
| <ul style="list-style-type: none">▪ ALTA Maps / ACSM Survey Maps▪ Aerial Ground Control and Profiles▪ Boundary Surveys and Boundary Analysis▪ Construction Staking▪ Corner Records▪ Digital Submission of Maps▪ Final Tract maps▪ GPS Surveys▪ Legal Descriptions and Mapping▪ Lot Line Adjustment▪ Monitoring Surveys▪ Record of Surveys | <ul style="list-style-type: none">▪ Record Research▪ Right-of-Way Surveys▪ Tentative Parcel Maps▪ Topographic and Hydrographic Surveys▪ Topographic Mapping / Cross Sections▪ Photogrammetry:<ul style="list-style-type: none">- Aerial Photography- Analytical Bridging- Topographic Mapping- Digital Terrain Models- Ortho-Rectified Imagery- Light Detection and Ranging (LiDAR) |
|--|---|

Traffic Planning

RBF provides complete services for the planning and preliminary engineering design of local roads, streets, arterial highways, and transportation corridors to public agencies and private developers. RBF's specific transportation planning capabilities include:

- | | |
|--|---|
| <ul style="list-style-type: none">▪ Route Alignment Studies▪ Traffic Impact Studies▪ Preliminary Intersection/Interchange Design▪ Circulation Elements▪ Preliminary Cost Estimates | <ul style="list-style-type: none">▪ Bicycle/Equestrian/Pedestrian Trail Systems▪ Traffic Impact Fee Programs▪ Land Use Impact Analysis▪ Congestion Management Plans (CMP)▪ Construction Traffic Management Plan (TMP) |
|--|---|



Transportation Engineering

RBF provides a wide range of transportation engineering design services to numerous public agencies and private developers. RBF's specific transportation engineering capabilities include:

- | | |
|--|---|
| <ul style="list-style-type: none">▪ Roadway Widening Design▪ Highway, Freeway, and Toll way Design▪ Intersection and Interchange Design▪ Bridge and Structures Design▪ Signing, Striping, and Stage Construction Plans | <ul style="list-style-type: none">▪ Right of way Mapping▪ Agency Permitting▪ Utility Relocation Coordination▪ Preparation of Specifications and Bid Documents▪ Construction Survey Staking, and Construction Management |
|--|---|

Many of RBF's experienced staff of registered civil engineers, licensed land surveyors and designers have had the benefit of long careers and have worked with several public agencies during their tenure at RBF. Their background and experience has proven invaluable in the early identification of the needs of each of our public agency clients and created the ability for RBF to respond with the appropriate level of detail and cost saving design solutions. RBF's staff maintains an on-going dialogue with local, regional, and state jurisdictional agencies and continually keeps abreast of the changing requirements and procedures of the Federal, State and local agencies.

Storm Water / Water Quality

The RBF team has a broad base of experience that can provide a wide variety of services to meet the challenges associated with storm water quality. Current projects give the RBF Team a unique and clear understanding of the requirements that the regulated community faces in complying with Court orders, fulfilling National Pollutant Discharge Elimination System (NPDES) Permit obligations and other related storm water activities. In addition to this experience, several members of the Team are participants in the California Storm Water Quality Association.

RBF specializes in the development and assessment of Best Management Practices for public works infrastructure

RBF's Storm Water Quality capabilities include the identification of constituents of concern, research relative to Best Management Practices (BMP) effectiveness, BMP siting, design, construction, construction management and operation, maintenance and monitoring. Furthermore, RBF has completed studies relative to BMP effectiveness and cost including prototype studies relative to operation and maintenance cost and capital costs evaluation for new construction and retrofit construction. RBF has completed designs for the following types of conventional structural controls

RBF has also developed BMP siting and design criteria. We completed a research study relative to sand filter optimization and vegetation treatment controls (biofilters).



Safe Routes to School (SRTS)

RBF has successfully completed several Safe Routes to School (SRTS) projects in California to help increase the number of children who walk or bicycle to school. Our engineers, surveyors and planners help city governments build safe infrastructure or enhance existing infrastructure that promotes walking and bicycling within a collaborative community framework. For example, RBF assisted the City of San Marcos in preparing engineering plans and specifications for a SRTS project to widen Rock Springs Road and Richland Road. Our team prepared improvement plans including grading and removals, roundabout design, signing and striping, and drainage. They provided similar design services and environmental clearance to the City of Encinitas for an SRTS project near the Cardiff Elementary School. RBF surveyors assisted the City of Walnut Creek with detailed topographic surveys for the construction of a walkway on west side of Walnut Boulevard from Ygnacio Valley Road to Homestead Avenue. In addition, our engineers assisted the City of Lancaster in preparing their applications for SRTS funding for roadway segment, sidewalk, and crosswalk improvements on West Avenue J-8 and a Class I bikeway on Avenue L-8.

Project Experience

Representative projects are presented on the following pages, highlighting the RBF Team's extensive improvement projects. These projects demonstrate our ability to complete projects similar in magnitude and design requirements on schedule, in an efficient cost effective manner using innovative design techniques. Each Representative Project includes client references and the RBF Team members that worked on the project.

As shown on the following page, the representative projects presented involved many of the same professional design services that will be part of the Collier Elementary School Safe Routes project.

- **Rock Springs Road & Richland Road Safe Routes to School Improvements, San Marcos, CA**
- **Cardiff Elementary Safe Routes to School Improvements, Encinitas, CA**
- **Safe Routes to School Project Experience, Statewide,**
- **Gardendale Road Traffic Calming Safe Routes to School, Encinitas, CA**
- **Individual Pedestrian/Bicycle Safety and Circulation Plans for Public Schools, Mission Viejo, CA**
- **Santa Ana River Reach 9 – Phase 2B – Access Roadway, Bridge and Bike Trail Detour, Orange & Riverside Counties, CA**
- **Tustin Branch Bike Trail Regulatory Services, Orange Co.**



Rock Springs Road & Richland Road Safe Routes to School Improvements, San Marcos, CA

RBF prepared engineering plans and specifications for the Rock Springs Road and Richland Road Improvement Project as part of the City of San Marcos Safe Routes to School program, which aims to support the development of “complete streets” and enhance community character. Federal (SRTS) and State (SR2S) funds paid for the construction phase of the project; local funds paid for the design phase.

Existing conditions included paved two-lane asphalt streets, with no existing curb, gutter or sidewalks along the majority of the project throughways. The originally planned improvements consisted of widening the roadways for curb, gutter and sidewalk improvements. Through a significant public involvement effort, however, it was determined that the community desired the implementation of a more comprehensive traffic calming effort, which ultimately led to a project that included traffic calming, a focus on “complete streets”, and enhanced stormwater quality.

Many options for traffic calming were explored through outreach at public workshops. Ultimately, a design incorporating a more rural typical cross section that included two roundabouts, a meadernig pedestrian walking path, dedicated bicycle lanes, as well as bio- swales along both sides of the road was selected. The bio-swales design allows roadside runoff to enter the parkway landscaping which subsequently provides for natural treatment prior to runoff entering the stormdrains. Additionally, to avoid high-volume runoff and ponding, permeable pavers were used in lieu of stamped concrete or other materials to encourage infiltration.

Though conscientious in its overall design, new landscaping along the redesigned roadways and sidewalks required irrigation. As a cost-saving solution, the design team proposed to hook up the irrigation system to the City’s well and pump water from that source, which would negate the need to connect to, or purchase water from Vallecitos Water District.

RBF conducted initial research and field reconnaissance, field surveys, mapping and aerial photogrammetry of the project area and subsequently prepared improvement plans including grading and removals, roundabout design, wet and dry utility coordination, cost estimating, signing and striping and drainage. RBF also prepared a traffic calming study, low impact development (LID) designs, and presentations for public workshops.

This successful effort was the result of a close collaboration between the City and citizens and the design team. The result is one of the first “green streets” in San Diego County, which was awarded the Walk San Diego Golden Footprint Award for 2010.

Highlights:

- Provide a Walkable Community
- Traffic Calming
- Drainage Design
- Signing and Striping

Reference:

City of San Marcos
1 Civic Center Drive
San Marcos, CA 92069
Nino Abad, 760/744-1050 x3214

Awards:

- 2012, Planning Project Award, American Planning Association (APA), California Chapter
- 2012, Outstanding Planning Award, American Planning Association (APA), San Diego Chapter
- 2012, Project of the Year Award, American Public Works Association (APWA)
- 2012, Outstanding Project Award, American Society of Civil Engineers (ASCE)
- 2011, WalkSanDiego, Golden Footprint Award



Cardiff Elementary Safe Routes to School Improvements, Encinitas, CA

The City of Encinitas selected RBF to prepare Plans, Specifications, and Cost Estimates (PS&E) and permits required for the addition of sidewalks, curb / gutters and parking bays along Westminster and Summit Avenue from Montgomery Avenue to Verdi Avenue, as well as improvements at the intersection of Montgomery Avenue and Westminster Drive in front of Cardiff Elementary School. This federally funded Safe Routes to School project will enhance pedestrian and bicycle safety and develop traffic calming improvements within the vicinity of the school. Proposed improvements will include the reconfiguration of the intersection of Montgomery Avenue and Westminster Drive to decrease the speeds of vehicles in the northbound direction, overhead utility relocations, landscaping of reconfigured intersection and other traffic calming improvements.

A speed table was proposed along Montgomery Avenue, west of Westminster Drive, to slow traffic and allow for the safe crossing of school children. Preparation of a visual impact analysis and assistance with the Coastal Development Permit was also being provided. RBF also conducted community workshops as part the City's required Citizen Participation Plan.

Highlights:

- Federally Funded Safe Routes to School (SRTS) Project
- Street Improvements
- Enhance Pedestrian / Bicycle Safety
- Civil and Traffic Engineering
- Surveying / Mapping
- Public Outreach
- Coastal Development Permit Assistance

Reference:

City of Encinitas
505 South Vulcan Avenue
Encinitas, CA 92024-3633
Ms. Christy Villa, 760/633-2862





Safe Routes to School Project Experience, Statewide, CA

RBF provides a wide range of transportation planning services for Safe Routes to School (SRTS) projects throughout California. The SRTS program focuses on improving student, parent, and community health and well-being by enabling and encouraging them to walk and bicycle to school. RBF incorporates unique solutions to properly address each school's needs. Increasing bike lanes, widening sidewalks, crosswalk and signage assessments, and incorporating traffic calming measures are some techniques RBF incorporates into SRTS projects.

RBF successfully provided PS&E, grant preparation, and design plans for the following SRTS projects:

- Cardiff Elementary Safe Routes to School, Encinitas, CA
- Creek City Surveyor, Walnut Creek, CA
- Edison Right-of-Way Bikeway, Anaheim, CA
- Lancaster Safe Routes to School Grant, Lancaster, CA
- Lisa J. Mails Safe Routes to School, Murrieta, CA
- Los Serranos Infrastructure Safe Routes to School, Chino Hills, CA
- Rock Springs Road and Richland Road Safe Routes to School Improvements, San Marcos, CA
- Safe Routes to School Master Plans, Mission Viejo, CA
 - Barcelona Hills Elementary School
 - Bathgate Elementary School
 - Carl Hankey K-8 School
 - Castille Elementary School
 - Phillip J. Reilly Elementary School
 - Viejo Elementary School
 - Fred Newhart Middle School

Highlights:

- Federally Funded Safe Routes to School (SRTS) Project
- Enhance Pedestrian / Bicycle Safety
- Street Improvements
- Civil and Traffic Engineering

Reference:

City of Encinitas
505 South Vulcan Avenue
Encinitas, CA 92024-3633
Ms. Christy Villa, 760/633-2862
CVilla@ci.encinitas.ca.us





Gardendale Road Traffic Calming Safe Routes to School, Encinitas, CA

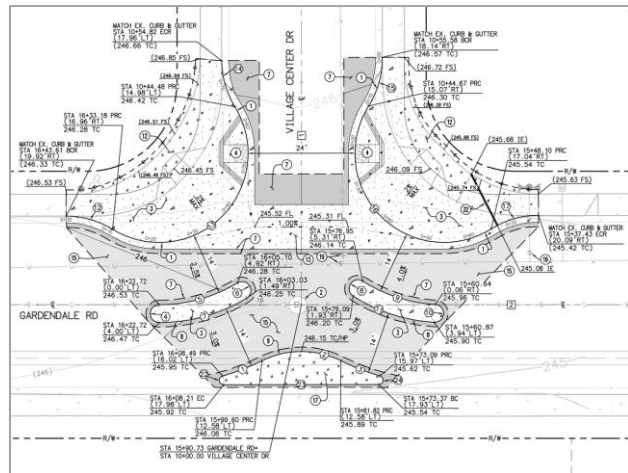
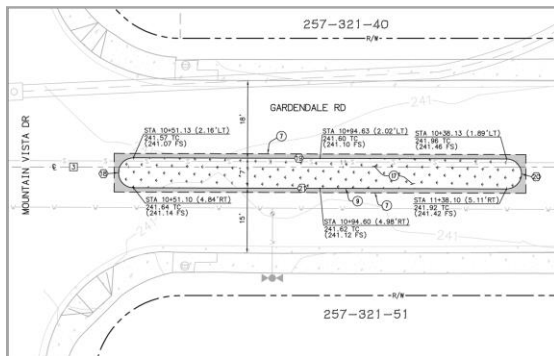
The City of Encinitas selected RBF to prepare improvement plans for the addition of curb extensions, median islands, sidewalks, curb / gutters and drought tolerant landscaping in the Gardendale Road neighborhood. This federally funded Safe Routes to School project will enhance pedestrian and bicycle safety and develop traffic calming improvements within the vicinity of the Flora Vista Elementary and Diegueno Middle Schools.

Highlights:

- Transportation Planning
- Traffic Impact Analysis
- Safe Routes to School
- Traffic Calming Measures
- Signage Assessments

The project is focused on reducing speeding along Gardendale Road and neighboring streets, as well as discouraging traffic cutting through the neighborhood to avoid delays along El Camino Real. This will be accomplished by adding a series of curb extensions at various intersections and medians to act as channelizers.

Additional tasks include drainage improvements to accommodate the new curbs and development of the engineer's cost estimate.





Individual Pedestrian/Bicycle Safety and Circulation Plans for Public Schools, Mission Viejo, CA

The City of Mission Viejo received a Safe Route to School (SRTS) Grant for Individual Pedestrian / Bicycle Safety and Circulation Plans for eight (K-8) schools in the Capistrano Unified School District (CUSD). RBF provided traffic engineering services to the City of Mission Viejo for the preparation of "Safe Route to School" plans including maps and supporting materials for the following schools:

- Barcelona Hills Elementary School
- Bathgate Elementary School
- Carl Hankey K-8 School
- Castille Elementary School
- Philip J. Reilly Elementary School
- Viejo Elementary School
- Fred Newhart Middle School
- Oxford Preparatory Academy (OPA)

The City of Mission Viejo's goal is to provide students, parents, school officials, City staff, and law enforcement personnel with a tool to determine safe walking and bicycling routes in proximity to their schools and to promote walking and bicycling. During the initial phase of the project, RBF staff conducted individual meetings with each school and community outreach meetings with PTA groups and parents. RBF provided recommendations identifying potential transportation infrastructure and operational improvements in the vicinity of each school. Safe Route to School Plans will be distributed to students and parents at the beginning of each school year, posted at each school, and they are posted on the City of Mission Viejo website. In addition, RBF staff provided conceptual plans that identified school parking lot enhancements, and frontage road improvements.

Highlights:

- Needs Evaluation
- Traffic and Parking Data Collection
- Student Tally and Parent Survey
- Community Outreach
- Individual School Draft and Final Report (8 Reports)
- Safe Route To School Maps (8 Locations)
- Parking Lot Enhancement Conceptual Plans
- Frontage Road Enhancement Conceptual Plans
- 7,000 Copies of SRTS Maps

Reference:

City of Mission Viejo
200 Civic Center Drive
Mission Viejo, CA 92691
Mr. Philip Nitollama, Traffic /
Transportation Engineer,
949/470-3068
pnitollama@cityofmissionviejo.org



Santa Ana River Reach 9 – Phase 2B – Access Roadway, Bridge and Bike Trail Detour Orange & Riverside Counties, CA

RBF, as part of the Genterra Consultants, Inc. team, was requested to simultaneously complete two fast-track task orders for the U.S. Army Corps of Engineers (Corps) Los Angeles District for the Santa Ana River Reach 9 - Phase 2B project adjacent to and within State Route 91 (SR-91) right-of-way from just east of the Coal Canyon wildlife corridor crossing to just east of the Orange-Riverside County boundary. The overall proposed project will improve the embankment protection along SR-91 for the Santa Ana River since upgrades were completed to the Prado Dam immediately upstream of the project site, and the project will realign the river to accommodate the future SR-91 Corridor Improvement Project (CIP). American Recovery and Reinvestment Act (ARRA) funding was secured for the project and required that construction contract plans and specifications design be prepared within a six week timeframe to comply with the Corps' schedule for the bidding and award of the project.

Task Order 1 included the design of the new access driveway and bridge for the Green River Golf Club. The project included the complete design of a 130-foot single span cast-in-place structure, and approximately 2,000 linear feet of roadway. The access driveway was designed so as not to obstruct the Santa Ana River design flow of 30,000 cfs to cause a backwater effect within the Santa Ana River upstream of the proposed access driveway and bridge. Additional items completed by RBF as a part of this task order included the design of a relocated City waterline, landscaping and monument sign plans for the new entry, final quantities and specifications, utility coordination, concept design, and dual-compliance of Corps plans and specifications with Caltrans standard plans and specifications for project elements within Caltrans right-of-way.

Task Order 2 included the preparation of final design construction contract plans, and specifications for a bike trail detour and construction staging plan (includes three stages) for the overall project construction. A portion of the overall project and bike trail detour are located in Caltrans right-of-way, and RBF was tasked with obtaining an approved encroachment permit from Caltrans Districts 8 and 12 for the entire project within the project timeframe of approximately six weeks. The bike trail detour also included the design for installation and removal of a bridge structure for the phased trail use. Additional work under this task order included a Storm Water Data Report, assistance with the environmental documentation, Water Board's 401 certification, and electrical plans to re-establish service affected by the channel construction and for lighting of the new entrance monument.

Many of the services under both task orders were added during the project design as new issues and project features were

Highlights:

- American Recovery and Reinvestment Act (ARRA) Funding
- River Realignment
- New Access Driveway and Bridge
- Bike Trail Detour and Temporary Bridge
- Project Construction Staging Plans
- Utilities Design and Coordination
- Landscape Architecture

References:

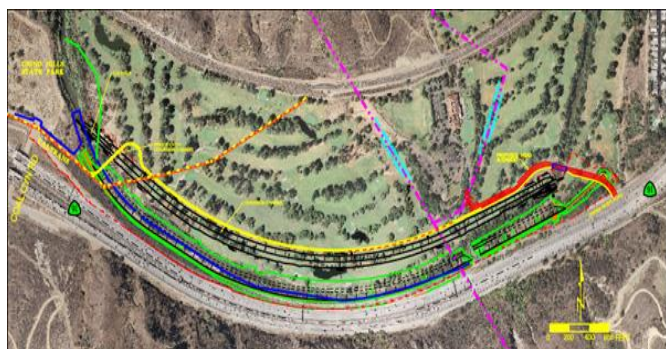
U.S. Army Corps of Engineers, Los Angeles District
911 Wilshire Boulevard
Los Angeles, CA 90017
Mr. Robert Kwan, 213/452-3639
Robert.H.Kwan@usace.army.mil

County of Orange
300 North Flower Street
Santa Ana, CA 92703-5000
Mr. Lance Natsuhara, Santa Ana
River Section Manager,
714/834-5315
lance.natsuhara@ocpw.ocgov.com



identified. The Corps and the local sponsors (Orange County Flood Control District, and Riverside County Flood Control and Water Control District) looked to RBF to complete each of the additional tasks. However, the time frame for completion was not allowed to change due to the requirement that the project be awarded prior to the end of the fiscal year. RBF took the lead role on both of the task orders, created over 70 plan sheets, obtained approved encroachment permits in Caltrans Districts 8 and 12, and met the challenge of delivering the project on-time.

Accelerated Schedule to Secure American Recovery and Reinvestment Act (ARRA)



Tustin Branch Bike Trail Regulatory Services, Orange Co.

RBF provided regulatory services to the City of Orange as part of the Tustin Branch Bike Trail project. RBF's key task was to prepare the project-wide delineation of jurisdictional waters, which is the existing delineation to be utilized as part of the Grijalva Park project. RBF's delineation identified State and Federal jurisdictional boundaries associated with Santiago Creek and associated minor tributaries. The delineation established the jurisdictional baseline so further planning and environmental studies could be conducted. Based on RBF's on-time and detailed performance, the City requested that RBF prepare additional water quality and flood mapping technical studies to support their environmental document.

Highlights:

- Prepared Project-Wide Delineation of Jurisdictional Waters
- Identified State and Federal Jurisdictional Boundaries

Project Understanding



3. PROJECT UNDERSTANDING

The City of Wildomar is looking for a qualified firm to provide Engineering Services for the Collier Elementary School Safe Routes to School Improvement Project. The project will require the Consultant to provide non-infrastructure services, which includes providing educational materials and preparing a student tally and parent survey. Other requirements will be prepare appropriate environmental documents (NEPA/CEQA) and obtain environmental clearance from Caltrans; coordinate with utility companies; prepare engineering plans, specifications, and estimates (PS & E) for bidding; and provide engineering support during bidding and construction.

Construct New Sidewalk, Crosswalk and Curb Ramp

We understand the intent of the project is to construct a new sidewalk on Union Street from Collier Elementary School to Corydon Street, which will close the gaps in the existing route to school. It is critical that these improvements account for existing constraints and honor the existing drainage patterns. The project will also provide a crosswalk and curb ramp from the new sidewalk across Trailwood Court to the School's entrance, crosswalk restriping/upgrades at Trailwood Court and Mayhall Drive, along with upgraded school xing legends and signs along Trailwood Court and Alderbrook Road.

Coordination with Caltrans and the City

RBF's staff maintains an on-going dialogue with local, regional, and state jurisdictional agencies and continually keeps abreast of the changing requirements and procedures of the Federal, State and local agencies. For several years, RBF has participated on various Caltrans District and Headquarters Professional Liaison Committees promoting an effective communication exchange between Caltrans, cities, counties, transportation authorities and consultants. In addition, the staff at RBF actively participates in community outreach events including career day programs at school districts, colleges and universities. Discussions are held with the community regarding professional opportunities available within an organization such as RBF to help promote the engineering profession to the public at large.

RBF is proud of its reputation for providing experienced, knowledgeable professionals who address our clients with a responsive "can-do" attitude. Our solid reputation in the engineering, surveying and environmental community is a direct result of our commitment to provide the highest quality of service attainable.

During our 70 years in the consulting field, RBF has managed a large volume of Caltrans/FHWA projects throughout California. We have completed these services for both public sector clients and development interests. This experience has fostered an excellent understanding of Caltrans and FHWA project development procedures and environmental review requirements.

This has also resulted in the development of outstanding professional working relationships with all levels of Caltrans and FHWA personnel. The RBF Team has prepared environmental documents (EIS/EIRs, EA/ISs CE/CEs), various environmental technical reports, feasibility studies, Project Study Reports, Project Reports, Project Approval Reports, and/or general project management activities for State highway projects in almost every Caltrans District in California. We also work cooperatively with the Caltrans Office of Local Assistance and our local agency clients to deliver various federally funded transportation projects.



Project Objectives

As the first step in initiating the project, we will coordinate with the City's engineering and planning departments to confirm our understanding of City project objectives. This is essential in order to obtain the successful design, documentation and timely approval of transportation projects. RBF will work closely with City departments to identify specific goals, objectives and critical issues.

Project Scoping

A critical key to ensuring that an effective project schedule can be developed and maintained is preparing a comprehensive scope of work that clearly identifies the various project tasks and the deliverables expected from those tasks. Included in our proposal is a detailed scope of work in the sequence of the typical design process and identifies assumptions that are critical for understanding the intent of the project delivery process.

Project Initiation

After the scope of work and schedule have been agreed upon, RBF initiates and maintains project momentum. This is done by developing a project schedule with realistic design and review times. Project meetings are scheduled and documented on a regular basis. Documentation includes preparation of a meeting agenda to provide meeting structure. Decisions on items of discussion and critical issues requiring resolution are documented in meeting minutes which become part of the project file. City review of Draft Meeting Minutes is obtained to assure agreement on critical issue discussion and direction. The timely and successful completion of a project is largely dependent on this project momentum. When project schedules are not met or the project development process loses momentum, there is the risk that agency review staff can change which will result in further delay to a project.

Conceptual Basis of Design

A thorough understanding of the various Agency design standards is required to design a successful project. RBF works with all affected agencies, which also include utility companies and other regulatory agencies, to establish design criteria at the outset of a project which will serve as the basis of design. Specific critical elements to consider at the beginning of this project include right-of-way requirements and minimum design standards that will be acceptable to the City.

Critical Issues

Every project will involve issues that require discussion and agreement between the affected parties. RBF works to foster a professional team relationship between all members of the Project Team. We strive to be technically accurate, objective and creative in developing consensus on project issues. The early identification and resolution of critical issues is imperative to keep a project on track and on schedule. Careful and timely documentation by RBF of decisions reached also greatly helps in keeping a project moving forward.

Preliminary Design

A thorough preliminary evaluation and comprehensive engineering analysis is essential to the successful development of transportation projects. It provides a solid foundation for the accurate



scheduling, budgeting and funding of subsequent phases of project development. The early investment in high quality preliminary engineering value analysis can result in substantially more dollars saved in construction costs. RBF strives to be sensitive to existing and proposed development constraints. Our approach to design is to not merely drop the standard solution onto a blank piece of paper. For each and every project, RBF commits to work with the appropriate agencies to identify the most cost effective design solution that is compatible with adjacent land uses. Critical to this design effort is a review of the project in the field. RBF conducts and documents field reviews when we initially scope a project and strongly encourages that one Project Team Meeting be held in the field in order to provide a better understanding of project issues for all members of the Project Team.

Contract Administration

The control of project costs and unnecessary design changes is an important element of Contract Administration. It is a requirement that the City be informed as soon as possible of any potential or proposed design revisions that will affect the established budget.

This approach has been effectively used by RBF on recent projects in which our past Clients and appropriate Agency representatives have jointly participated in any changes to the original scope of work. Strict adherence to the original scope of work can be achieved through timely and continuous communications among the consultant and City staff.

Project Progress and Design Review Meetings

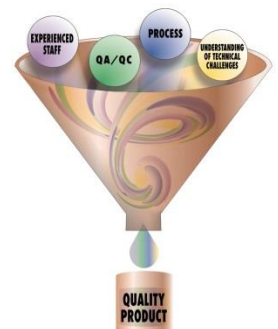
On a monthly or as-needed basis, RBF will attend and chair Project Team meetings with the City and other involved agencies. The purpose of these meetings will be to discuss the project objectives, review schedule and work progress to date, to resolve critical issues promptly, to address budget issues and concerns and discuss other related items. This meeting format is used effectively by RBF through the use of Action Item Matrices (which identify issues, responsible parties and deadlines) and detailed, timely meeting minutes.

Coordination and Communication with Public Agencies

This is an area in which the RBF Team excels in each of our projects. Our proactive, spirited approach to building positive team relationships while maintaining the mutual respect of all parties has been paramount to our success. Maintaining open lines of communication and having the entire Project Team develop a commitment to fostering cooperative teamwork will result in the resolution of critical issues in a timely manner.

Quality Assurance/Quality Control

The RBF Team's Quality Assurance / Quality Control Program is a continuous process used not just at project milestones but also on a daily basis as work flows from desk to desk, discipline to discipline, and consultant to client. RBF utilizes this QA/QC program on each and every project undertaken to ensure that a high quality product is delivered on schedule and within budget. Our approach ensures that deliverables are free of errors in accordance with the standard of care in the industry. RBF's key organizational elements for QA/QC are adaptable to any project as evidenced by our performance on the Eastern Transportation Corridor (SR-241, SR-261) and SR-22 Design Build projects,





which had strictly defined QA/QC processes to be followed. RBF has developed project specific QA/QC plans for other clients such as Caltrans, OCTA and other agencies. Recognizing the design consultant's responsibility for the accuracy and completeness of the plans and other design documents, RBF is dedicated to its established program of strict quality assurance and control. This program assigns specific individuals to, and defines the requirements for, quality control activities. This program consists of the following key elements:

- ▶ Project Manager Supported by Permanent Design Teams
- ▶ Design Discipline Scope of Work/Responsibilities
- ▶ Design Criteria Establishment
- ▶ “Over the Shoulder” Reviews
- ▶ In-House Project Team Meetings/Coordination
- ▶ Project Communication/Documentation
- ▶ Milestone Submittal Reviews
- ▶ Constructibility Reviews
- ▶ Utility Location Cross Check
- ▶ Quality Assurance

Delivering Projects On-Time within Your Budget

RBF's management approach outlined in our Work Plan is designed to avoid schedule delays for a project. Implementation of the techniques noted put in place an approach that is founded on preparation, communication and documentation to maintain project momentum. There are many potential causes of schedule delay, each requiring an individual case specific approach to bring the project schedule back in line. The basic foundation for any schedule recovery effort is commitment and communication. Commitment and communication can take many forms including such approaches as assigning additional resources; increasing senior leadership involvement for the client and consultant as may be needed; removal of non-performing personnel or subconsultants; increasing frequency of project meetings with all involved parties and elevating third party coordination issues as may be required.

Work Plan



4. WORK PLAN

Scope of Work

The following scope of work has been developed in accordance with typical project methodology and technical approaches for a Safe Routes to School Project. RBF will provide surveying, mapping, environmental, and engineering services, as well as community outreach to install improvements necessary for the completion of the Safe Routes Project.

A. PROJECT INITIATION

A.1 Initial / Kickoff Meeting

The Consultant will set up and attend an initial/kickoff meeting with the City to introduce project team members, formalize project communication, discuss project schedule, review scope of work, and request available data, reports, documents, and plans from the City that are relevant to the Project.

A.2 Records & Requirements Search

The Consultant will perform record and data search consisting of survey information (assessor maps, parcel maps, records of survey, etc.) and utility information. In addition, the Consultant will document contact and coordinate with other public and private agencies/entities involved to inform them about the project and obtain their records, approval, and permit requirements.

A.3 Street Alignment Survey

In order to include and plot the record position of the project boundary in proper orientation with the compiled topographic base data, Consultant shall perform the following tasks:

- Prepare a record data map to be used by the field survey crew in location of the street centerline or right of way monuments;
- Perform a field survey to locate a portion of the boundary monuments in a sufficient number to establish orientation of the record survey data;
- Perform an analysis of the field survey data and the record data and compile the record boundary lines therefrom, and plot them on the topographic base map described below;

The budget for this scope of work is based upon an assumption that adequate and accessible boundary monumentation exists in the immediate project vicinity to control this record data survey. Any cost associated with the preparation and processing of a Record of Survey Map, if one becomes necessary, shall be covered by a separate agreement, as it is not anticipated to be required.



A.4 Field Topographic Survey

Consultant shall perform a field survey consisting of cross-sections over approximately 750 LF of existing Union Street to facilitate design. This will include cross sections from the crown line northeasterly within the area receiving curb and sidewalk improvements. All existing above ground utilities and trees shall be located within the area of proposed improvements. Scope includes topography at the intersection of Trailwood Court and Mayhall Drive to facilitate the design of the new curb ramp. It is assumed that any encroachment permits and/or Traffic Control Plans will not be needed for this task. Therefore, they have been omitted.

B. ENVIRONMENTAL DOCUMENTATION & CERTIFICATION

The proposed project is anticipated to require environmental approvals through both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) environmental processes. Due to the nature of the project as a Safe Routes to School project, there would be minimal construction-related ground disturbance and no increase in roadway capacity. As such, the appropriate level of environmental documentation for the project is a Categorical Exemption (CE) for CEQA, and a Categorical Exclusion (CatEx) with technical studies for NEPA. The proposed improvements are intended to enhance safety within the community for children attending Collier Elementary School and residents living adjacent to the school.

RBF is proposing a clear, concise approach for the City of Wildomar. This approach organizes our scope of services into an expedited and efficient plan to guide preparation of the CEQA and NEPA documents. The work plan includes utilizing existing data, and providing dedicated Project Management and an effective Quality Control Plan. This approach will allow us to deliver the products desired by the City, develop a high level of consensus throughout the course of the project, and resolve any design issues early in the process. The result will be a comprehensive, well thought-out project.

B.1 Project Management and Coordination

Consultant shall manage project duties for the environmental review component in order to assure a cost-efficient, quality process. As the prime contractor, our staff will provide a suite of disciplines to effectively coordinate and communicate leading to project approval. Within this task, RBF will do the following:

1. Prepare and maintain the environmental quality control plan;
2. Prepare monthly project documentation and invoicing; and
3. Prepare and maintain the project schedule for environmental approval activities.

Consultant shall take an aggressive approach to ensure the timely resolution of issues. Note: This budget assumes that the project Categorical Exclusion (CatEx) phase will take no more than 6 months. If this project phase lasts longer, the budget for project management will be adjusted to accommodate additional meetings, and monthly documentation.



Coordination with City of Wildomar

Consultant shall prepare for and attend monthly meetings with the City of Wildomar (City) regarding environmental processing of documents, resolution of issues, and strategy development.

Project Coordination and PDT Meetings

Consultant shall prepare for and attend meetings of the Project Development Team (PDT).

Coordination with Caltrans District 8

Consultant shall coordinate with the Caltrans District 8 Environmental Office in order to prepare and process the appropriate and necessary documentation. This includes coordination time during the preparation of the Preliminary Environmental Studies (PES) form, the environmental technical studies, and items necessary for inclusion in the environmental document (Categorical Exclusion), including the Environmental Commitments Record (ECR).

Agency Coordination

Consultant shall coordinate with appropriate agencies through PDT meetings, an agency scoping meeting, and direct contact. Concerns and issues expressed by agency representatives will be documented in a database to ensure that expressed concerns are recorded, communicated to the full PDT, and addressed. The City would receive bi-weekly reports summarizing correspondence, submittals, and pertinent project status.

Deliverables

- *Schedule and conduct weekly Project Team meetings*
- *Prepare and distribute weekly progress reports, action items and decision logs*
- *Regular schedule and budget coordination with City Project Manager*

B.2 CEQA Environmental Approval - Categorical Exemption (CE)

Consultant shall prepare a Categorical Exemption (CE) in support of the Collier Elementary Safe Routes to School Project for compliance with the California Environmental Quality Act (CEQA). This scope assumes one round of review and comments by the City. The CEQA CE document will include completion of the following items as part of the complete CEQA package:

- Notice of Exemption (Appendix E) form using the Governor's Office of Planning and Research template (revised 2011);
- Attachment A: *Description of Nature, Purpose & Beneficiaries of Project and Reasons Why Proposed Project is Exempt*; and
- An exhibit depicting the conceptual plan for the project.
-

The project does not propose construction of new roadways (non-capacity enhancing) or large structures, and construction would remain within the existing right-of-way. Therefore, the project qualifies for a Categorical Exemption under CEQA Guidelines Section 15303, or Class 3, which provides for exemption from environmental review for the "construction and location of limited numbers of new, small facilities or structures."



The CEQA Guidelines Section 15300.2 states that a Categorical Exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. There are no unusual circumstances surrounding the current proposed project that would suggest a reasonable possibility of a significant effect. The project would have no significant environmental effects, and would be exempt under the above-cited classification. For the above reasons, the proposed project is appropriately exempt from environmental review.

Deliverables

- *Environmental Project Coordination*
- *Categorical Exemption (CE) Form*
- *CEQA Environmental Clearance*

B.3 NEPA Environmental Approval

As a grantee of Federal funds, the City is required to address the requirements of NEPA. RBF will process the necessary NEPA environmental clearances and related studies to secure Federal environmental approval through Caltrans (District 8), for the proposed project. The environmental services will include the preparation of the NEPA technical studies, environmental project coordination, permits and necessary approvals. It is important for the Consultant to have experience with and knowledge of the special requirements found in the Local Assistance Procedures Manual (LAPM).

Environmental Justice Considerations

Because the project involves a Federal action, the project is required to comply with Executive Order (EO) 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*, signed by President Clinton on February 11, 1994. According to the Caltrans "Environmental Justice in Transportation Planning and Investments Handbook" (January 2003), environmental justice is a public policy goal of promoting the fair treatment and meaningful involvement of all people in the decision-making for transportation. Satisfying this goal means ensuring that low-income and minority communities receive an equitable distribution of the benefits of transportation activities without suffering disproportionate adverse impacts. Achieving environmental justice requires both analytical techniques as well as the full and fair participation by all potentially affected communities in the transportation decision-making process. Because the proposed project will include a robust public participation effort, and will implement safety improvements for the benefit of the community within the project area, RBF conducted preliminary community research with the U.S. Census Bureau from the 2010 Census to determine the potential presence of minority and low-income populations within the proposed project area¹.

It was determined that there is not a significant representation of minority or low-income populations within the project area; however, to ensure compliance with Executive Order 12898 and Environmental Justice Considerations, the NEPA environmental documents will include analysis to ensure that disproportionately high and adverse impacts to those populations would not

¹ U.S. Census Bureau website, <http://factfinder2.census.gov/> accessed 1-15-14. Project area is within the boundaries of Census Tract 464.03.



occur with project implementation. All considerations under Title VI of the Civil Rights Act of 1964 and related statutes will also be included in this project.

Task 3.0 will be completed in the following seven (7) subtasks in conjunction with the above tasks.

B.3.1 Preliminary Environmental Studies (PES) Form - In accordance with current Caltrans Guidelines provided in the Standard Environmental Reference (SER), RBF will prepare a PES Form for the project in support of the engineering and design services to be provided by the consultant project engineer. In consultation with the relevant agencies, RBF will prepare a draft statement of NEPA purpose and need, project description, project objectives, and anticipated technical studies needed for the project, for inclusion in the PES. The establishment of purpose and need along with the project description are critical to the success of the project, and to developing a mutual understanding of the issues and impacts of the project. RBF will prepare the Draft PES Form using the standard Caltrans form available on the Standard Environmental Reference (SER) website and following standard procedures provided in Chapter 6 of the Local Assistance Procedures Manual (LAPM).

Also required for inclusion in the PES form by Caltrans is a *Visual Impact Assessment Checklist*, which is a tool used to determine potential aesthetic and visual impacts that could result from project implementation. RBF will complete this checklist using the template provided on the Caltrans Standard Environmental Reference (SER) website. This document will be completed and appended to the PES form per Caltrans protocol.

The Draft PES will first be reviewed by the City, and RBF will include any revisions provided by the City. Then the PES will be submitted to Caltrans for signature and distribution to the project team. RBF's technical staff will attend one field meeting (site visit) as required by Caltrans to discuss possible environmental issues with staff. Once approved by Caltrans, the final PES form will function as the official project scoping document and the definitive determination of the technical studies required by Caltrans for the project.

It is important to note that the responsibility of determining the need for technical studies belongs solely to Caltrans. Caltrans may have a different determination of which technical studies it deems necessary for the proposed project. If Caltrans determines that technical studies are required that were not originally included within RBF's environmental scope, a separate scope and fee would be prepared at that time for the additional technical studies.

NEPA Technical Studies

In accordance with Caltrans SER and FHWA current procedures and guidelines, RBF and others will prepare the required technical reports for the project, which will be included as appendices to the environmental documentation. It is anticipated for this project to obtain Federal approval, the following technical studies will be required, and will be included on the Draft PES Form: Air Quality Technical Memorandum (construction-related impacts only); Biological Resources Technical Memorandum; Noise Impact Technical Memorandum (construction-related impacts only); Section 4(f) De Minimis Finding; and Traffic Impact Technical Memorandum. As discussed above in Task 3.1, the responsibility of determining the need for technical studies belongs to Caltrans, and if Caltrans determines that different and/or additional technical studies are required for the proposed project, then a separate scope and fee would be prepared at that time for the additional technical studies.



B.3.2 Air Quality Technical Memorandum (construction-related impacts only) – RBF will quantify construction emissions with the California Emissions Estimator Model (CalEEMod). A general description of the major phases of construction and their timing will be required. RBF will also qualitatively discuss naturally occurring asbestos impacts. Construction pollutant emissions will be compared to SCAQMD thresholds and mitigation measures will be recommended to reduce the significance of emissions, where feasible. RBF will also qualitatively discuss naturally occurring asbestos impacts as they relate to the proposed construction activities.

B.3.3 Biological Resources Assessment with Natural Environment Study – Minimal Impacts – Because the project area is located within the boundaries of a criteria cell within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Area, a biological resources assessment and MSHCP consistency analysis is needed. RBF will conduct a literature review including a database search of the California Natural Diversity Database (CNDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare, Threatened, and Endangered Plants of California listings regarding sensitive biological resources known to occur in the region and vicinity of the site. RBF will also complete a habitat assessment. The site will be surveyed to document baseline conditions of the project site and to verify its ability or inability to support any listed species or sensitive habitat. The fieldwork will be conducted by qualified RBF biologist in order to document the presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources that may not be detectable when the literature review is conducted. Particular attention will be given to undeveloped areas that have a higher potential to provide suitable habitat for sensitive plant and wildlife species. Additionally, the suitability of the habitat within the proposed project site will be surveyed for its ability to support burrowing owl.

A Natural Environment Study – Minimal Impacts (NES-MI) report will be prepared with the results from the habitat assessment that will document all wildlife and habitats occurring on the project site, the potential to support any federally or State listed species or MSHCP listed species, and whether the site supports potential jurisdictional features. The report will include a detailed map of the plant communities occurring onsite, and their respective acreages. The report will include a brief analysis of projected impacts to biological resources, suggestions for further studies that may be needed prior to development, and suggested mitigation measures if necessary. The report will be prepared using the approved Caltrans format provided on the Standard Environmental Reference (SER), and will be sufficient to allow Caltrans to make the appropriate impact/mitigation determinations under the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA).

B.3.4 Noise Impact Technical Memorandum (construction-related impacts only) – RBF will review applicable State and local noise and land use compatibility criteria for the project area. A discussion of nearby noise sensitive receptors will be provided. Noise impacts from construction sources will be analyzed based on the equipment, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and hourly equivalent continuous noise levels (L_{eq}) and the frequency of occurrence at adjacent sensitive locations. Analysis requirements will be based on the sensitivity of the area and the local noise



ordinance specifications. RBF will provide a discussion of off-site truck hauling, if required, for construction-related soil import or export, focusing on haul routes affecting sensitive receptors.

B.3.5 Section 4(f) Technical Memorandum (De Minimis Finding) – In accordance with FHWA regulations, resources subject to Section 4(f) consideration include publicly owned lands consisting of a public park or recreational area; public wildlife and waterfowl refuges of national, state or local significance; or historic sites of national, state, or local significance, whether publicly or privately owned. Regency Heritage Park located immediately adjacent to the proposed project area, less than 0.25 miles away (20171 Autumn Oaks Place in the City of Wildomar), qualifies as a publicly owned land/park; therefore, it is required to prepare a technical memorandum to discuss potential proximity impacts to this park. RBF will prepare a Section 4(f) Technical Memorandum for submittal to Caltrans for review and approval. Because no impacts to this park are anticipated as a result of project implementation, a De Minimis finding is deemed appropriate.

B.3.6 Traffic Impact Technical Memorandum - RBF will prepare a technical memorandum to address the potential construction-related traffic impacts of the project. The temporary impacts to pedestrians and bicyclists in the project area will also be addressed. If necessary, recommendations will be made to reduce any construction-related impacts that are identified throughout the duration of the project. This report will be submitted to Caltrans for review and approval.

B.3.7 Categorical Exclusion (CatEx) Form; Environmental Commitments Record (ECR) – The Caltrans District 8 Environmental Branch staff have the responsibility of completing the CatEx Form. RBF will coordinate with Caltrans in the preparation of the CatEx and will provide all necessary items required for inclusion in the CatEx, including the Environmental Commitments Records (ECR), which is RBF's responsibility to prepare.

The most likely outcome for the proposed project following preparation and approval of the PES Form and all required technical studies for NEPA is the preparation of a CatEx. If it is determined that the project does not qualify as a CatEx, a revised scope will be prepared.

Deliverables

- *Environmental Project Coordination*
- *NEPA technical studies*
- *NEPA Environmental Clearance*

C. DESIGN DEVELOPMENT

C.1 Base Construction Drawings ("65% Drawings")

The Consultant will prepare base construction drawings on 24" x 36" sheets with standard City title block, approvals & permits block, using AutoCAD Version 2012 format. No specific plan scale is specified however the consultant shall use the most appropriate and largest scale practical to show the proposed improvements. Any plan and profile sheet (s) shall be prepared at a scale no smaller than scale of 1" = 40' (horizontal) and 1" = 4' (vertical) unless a larger scale is more appropriate to show the proposed improvements.



The base Construction Drawings will include signature blocks, approvals & permits block, locations and sizes of utilities, locations of improvements, highlight abandonments, connection & separation points, easements, property lines, rights-of-way, property addresses, and pertinent survey data. As part of the completion of the base construction drawings, the Consultant will field review their proposed layout for accuracy of existing improvements and conditions, and include City staff/Program Manager to check policies and preferences.

C.2 65% Construction Drawings Submittal and Review Meeting with the City & Peer Reviewer/Program Manager

The Consultant will arrange a review meeting with the City staff and will provide the City staff & peer reviewer/Program Manager with copies of the preliminary 65% Construction Drawings showing proposed alignment. The purpose of the meeting will be to review and obtain comments and/or approval regarding the preliminary design, as well as document the review process for later submittal to the Public Works Director for acceptance. In addition, possible interferences, system connections, permit requirements, and rights-of-way requirements will be discussed.

C.3 Permits, Public/Private Agency and Utilities Coordination

The Consultant will coordinate with and submit 65% Construction Drawings to permitting agencies with copies of all correspondence and submittals to City Program Manager, as well as other utilities/entities (if any inside and/or outside of City), after the drawings have been reviewed by the City and City comments are addressed. The Consultant shall coordinate all required submittals with EVMWD, SCE, So. Cal. Gas, and all other affected utilities/agencies. The Consultant shall also attend any and all required meetings with the City of Wildomar and utilities/outside agencies as required. The review comments from these agencies/entities/utilities will be incorporated in the final design.

D. DETAILED DESIGN

D.1 90% Construction Drawings, Specifications and Engineer's Cost Estimate

The Consultant will prepare 90% Construction Drawings that will incorporate all review comments of 65% Construction Drawings and input from any permitting agencies/entities/utilities. At 90% stage the Consultant will also include preliminary specifications and engineer's estimate in accordance with City requirements.

D.2 90% Construction Drawings Review Meeting with the City Staff

Once the construction documents are 90% complete, the Consultant will arrange the 90% review meeting with the City staff, peer reviewer/Program Manager, and approval/permit agencies/entities ("90% Review Meeting"). The purpose of the 90% Review Meeting will be to review the construction drawings and specifications for bidding purpose and prepare contract documents, as well as document the review process for later submittal to the Public Works Director for acceptance. The preliminary engineer's estimate will be updated at this stage.



D.3 Permits, Public/Private Agency and Utilities Coordination

The Consultant will coordinate with and submit 90% Construction Drawings to permitting agencies (similar to Preliminary Design Phase), as well as other utilities/entities (if any), after the drawings have been reviewed by the City and City comments are addressed. The review comments from these agencies/entities/utilities will be incorporated in the final design. The City will be responsible for payment of any plan check, permit fees and inspection fees.

E. CONSTRUCTION DOCUMENTS

E.1 Final Bid Documents, Environmental Documents, and Engineer's Construction Cost Estimate

Based on the City staff, utility companies, and other approval/permit agencies/entities comments from the 90% Submittals, the Consultant will complete the final construction drawings and specifications and prepare a detailed engineer's construction cost estimate in accordance with City requirements. Consultant shall also complete any revisions to the prior final environmental document submittals (Mitigated Negative Declaration, CEQA/NEPA) and submit the construction version of these documents and secure their approval from the City of Wildomar. Once the contract documents and engineer's construction costs estimate are complete, the Consultant will schedule a final project design meeting with the City staff to present the completed contract documents for final review and acceptance.

The final submittal shall include signature mylars, printed plan sets, hard sets of construction specifications, hard copies of the corresponding engineer's construction cost estimates, sets of the approved environmental documents (Mitigated Negative Declaration, and CEQA/NEPA), and soft electronic copies of all the above completed design products, if required. All soft electronic submittals shall be electronically identified and organized to the satisfaction of the City. Written documentation shall be prepared in Microsoft Word, tabularized material and estimates shall be prepared in Microsoft Excel, and construction drawings shall be submitted in AutoCAD, Version 2012. One revised set of mylars, and all accompanying revised final plans, specifications, estimates, environmental documents, and soft copies thereof as discussed above shall also be included and provided by Consultant to the City Program Manager.

E.2 Erosion Control Plan

Consultant shall prepare an Erosion Control Plan in conjunction with the preparation of the Improvement Plans with the design criteria of the appropriate governmental jurisdictional agency and the California Regional Water Quality Control Board. Erosion Control Plan shall include sandbag layout, silt fence layout, desilting basin design and details, and designation hydroseed areas.

E.3 Traffic Control Plan

Consultant shall prepare one (1) set of Traffic Control Plans consisting of one (1) sheet for the proposed improvements on Union Street, as depicted in the scope items described above. The



plans shall be prepared as a single phase plan in order to maintain traffic flow during the installation of the sidewalk, curb and gutters.

F. MEETINGS, SCHEDULE UPDATES, AND PROGRESS REPORTS

Consultant shall propose and coordinate all meetings as may be necessary to complete the scope of work of the project to the satisfaction of the City, including review meetings. The Consultant shall provide a draft agenda and schedule update to the City Project Manager for each identified meeting. The Consultant shall prepare meeting agendas and progress schedules and shall incorporate the City's and others' comments and revisions. The Consultant shall prepare meeting minutes for distribution to all attendees. A total of four (4) additional meetings have been assumed for this task.

G. FINAL APPROVAL, BIDDING, AWARD, COMMUNITY MEETING, AND PRE-CONSTRUCTION MEETING SUPPORT

Consultant shall provide bid support and engineering support to the Client or the Client's representatives as directed during the construction phase of the project. Scope includes response to Requests for Information (RFI's), and review of shop drawings, as requested by the Client. Scope includes one community meeting, one pre-bid meeting, one pre-construction meeting, and attendance in normal meetings and coordination efforts with various agency representatives related to the successful completion of the project's construction. A total of forty (40) hours have been budgeted for this task.

H. NON-INFRASTRUCTURE ACTIVITIES (COMMUNITY OUTREACH)

H.1 Bicycle/Pedestrian Route Map

Consultant shall prepare a bicycle and pedestrian route map that builds upon the City's existing preliminary route map and school travel plan. The pedestrian and bicycle route map will illustrate the suggested walking, bicycling and crossing routes for students traveling to and from school. The map will include the location of crosswalks, stop signs, traffic signals, crossing locations, bicycle facilities, trails, and other treatments and amenities which facilitate walking and bicycling to/from the campus. The route map will be designed as a graphically-rich, color brochure that is suitable for printing and distribution to parents and students and can also be placed on the school and City website. The route map may be combined with the Bike Safety Brochure, as described below, for printing and distribution.

H.2 Walk to School Day Promotional Flyer

Consultant shall prepare one (1) color 8-1/2 x 11 flyer to promote the Walk to School Day event. RBF will coordinate with the school and school district to design the flyer. With the high population of Spanish speaking students and parents, the handout will be provided in both English and Spanish. RBF will provide 500 print copies of the flyer along with an electronic version for distribution.



H.3 Bike Safety Brochure

Consultant shall work with school and school district administrators, local law enforcement, and other stakeholders to develop a bike safety brochure. The brochure will be designed to be colorful, interesting and informative for elementary school level readers and their parents. The information and tips will be provided in both Spanish and English and may be combined with the bicycle/pedestrian route map described above. RBF will provide 500 print copies of the brochure along with an electronic version for distribution.

H.4 Student Tally

In order to estimate mode split for student arrivals and departures, the RBF Team will distribute, collect and submit Student Tally forms for each of the classrooms at Collier Elementary School. RBF will use the standardized Student Tally form developed by the National Center for Safe Routes to School. The Tally forms will be entered into the National Centers database for tabulation. RBF will provide a summary report for each school.

A set of initial Student Tally forms will be mailed to the school for completion by each classroom teacher within two (2) months prior to the project implementation. The teachers will be asked to conduct student arrival and departure tallies on two (2) days during the normal week. The Student Tallies will provide baseline data for the SRTS project. The Student Tally process will be repeated two (2) months after project implementation to generate post-activity data and identify changes. The RBF Team will distribute, collect and input the final Student Tally forms using the National Center database and results will be summarized for the City.

H.5 Parent Survey

In conjunction with the Student Tally, the RBF Team will conduct an online Parent Survey using the web-based collection portal provided by the National Center for Safe Routes to School. The Parent Survey will provide information about modes of travel, preferences and concerns of parents and students. RBF will coordinate development of a school-specific online survey website with the National Center in both English and Spanish. The Parent Survey information and links will be provided to the school principal and/or PTA liaison to be distributed to the parents via email listservs or school newsletters. RBF will also provide an electronic (pdf) flyer announcing the survey for use by the school.

The initial Parent Survey will be available within two (2) months of project initiation. RBF will provide a summary report. A follow-up Parent Survey will be available within two (2) months of project completion and a summary report will be provided to the City.

I. REIMBURSABLE EXPENSES

Consultant shall, in order to perform the previously discussed tasks, incur reimbursable expenses such as printing, reproductions, messenger services, facsimiles and other project-specific out-of-pocket expenses necessary to achieve preparation and processing of the previously discussed tasks. Such costs will be reimbursed at cost on a monthly. Agency fees, processing charges and plan check fees are not included as reimbursable and will be paid for separately by the Client.



ADDITIONAL SERVICES

Services which are not specifically identified herein as services to be performed by RBF or its consultants are considered "Additional Services" for purposes of this Agreement. Client may request that RBF perform services which are Additional Services. However, RBF is not obligated to perform such Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule and fee for such Additional Services. In the event RBF performs, Additional Services before receipt of such executed amendment, Client acknowledges its obligation to pay for such services at RBF's standard rates, within 30 days of receipt of RBF's invoice.

EXCLUSIONS

Consulting services relation to any of the following tasks may be completed by consultant if negotiated under a separate contract for an addition fee; but are presently specifically excluded from this Agreement:

1. Hazardous wastes;
2. NPDES – (SWPPP/NOI);
3. Water Quality management Plans (WQMP);
4. Mapping Services (easements & R.O.W. dedications);
5. Potholing;
6. Construction Management & Inspection;
7. As-Built Drawings;
8. Any other services not specifically set forth in the above Scope of Services.

Conflict of Interest



5. CONFLICT OF INTEREST

RBF Consulting has no existing or potential conflict of interest associated with submittal of this proposal. RBF agrees not to accept any employment from, or perform services with or for, any other person, firm or corporation where such employment is a conflict of interest, or where such employment or service is likely to lead to a conflict of interest between the City of Wildomar and the interests of such person, firm, corporation or any other third party.

References





6. REFERENCES

RBF believes that its clients' satisfaction and its repeat client base measures demonstrated excellence of a firm. We are proud of our record of 85 percent repeat clients, which increases year after year. Our clients themselves provide a more visible testimony of our demonstrated competence. We invite you to contact our past clients as outlined below:

REFERENCE
Mr. Bob Moehing City of Murrieta 1 Town Square 24601 Jefferson Murrieta, CA 92562 951-304-2489
Mr. Bill Hughes Riverside County Transportation Commission 2300 Market Street, Suite 150 Riverside, CA 92501 951-787-7984
Mr. Amer Attar City of Temecula 41000 Main Street Temecula, CA 92590 951-694-6411

Contract Comments

Contract Comments



7. CONTRACT

RBF has reviewed the copy of the City of Wildomar's Design Professional Services Agreement terms as provided as Attachment 2 and desires the proposed variation to text (additions are shown in ***bold italics***, deletions in ~~strike-out~~ format, and comments in *italics red*):

SECTION 3 ADDITIONAL SERVICES.

Design Professional shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 44 "Administration and Implementation" or Section 46 "Amendment" of this Agreement. ***If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.***

Comment: If payment terms are lump sum then this would be an issue as we should be compensated for changes requested by the client.

SECTION 16 OWNERSHIP OF DOCUMENTS.

(d) The Design Professional is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the City of the machine-readable information and data provided by the Design Professional under this agreement; further, the Design Professional

(f) The Design Professional is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by the City of the machine readable information and data provided by the Design Professional under this agreement; further, the Design Professional is not liable for claims, liabilities or losses arising out of, or connected with, any use by the City of the project documentation on other projects; for additions to this project, or for the completion of this project by others, except only such use as may be authorized, in writing, by the Design Professional.

Comment: (f) is the same as the first part of (d).

SECTION 17 DESIGN PROFESSIONAL'S BOOKS AND RECORDS.

(a) Design Professional shall maintain any and all documents and records demonstrating or relating to Design Professional's performance of the Services. ~~Consultant~~ ***Design Professional*** shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks.....

(c) 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 during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, City, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Design Professional that are pertinent to the contract for audit, examinations, excerpts, and transactions. Copies of such documents or records shall be ***made available at Design professional's address indicated for receipt of notices***



~~in this Agreement upon reasonable notice and during Design Professionals' regular business hours be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Design Professional's address indicated for receipt of notices in this Agreement.~~

SECTION 18 Subcontracts in excess of \$25,000 shall contain this provision. SAFETY

(a) The Design Professional shall comply with OSHA regulations applicable to Design Professional regarding necessary safety equipment or procedures. The Design Professional shall comply with safety instructions issued by the City Safety Officer and other City representatives. Design Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.

(b) Pursuant to the authority contained in Section 591 of the Vehicle Code, the City has determined that such areas are within the limits of the project and are open to public traffic. The Design Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Design Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

(c) Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

Comment: Highlighted areas are contradictory

EXHIBIT "C" INSURANCE

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

Federal Provisions



8. FEDERAL PROVISIONS

RBF has completed the Attachment 4 – Caltrans Exhibit 10-1-Consultant Proposal DBE Commitment and Attachment 5 – Caltrans Exhibit 10-02-Consultant Contact DBE information with the proposal.

January 16, 2014

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

**Subject: Fee Proposal for Engineering Services for the Collier Elementary School
Safe Routes to School Improvement Project**

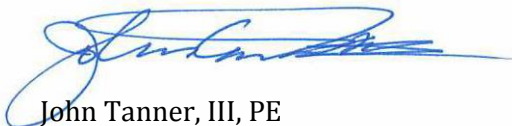
Dear Mr. York:

RBF Consulting (RBF) is pleased to submit the enclosed Fee Proposal for Engineering Services for the Collier Elementary School Safe Routes to School Improvement Project.

Our fee proposal for \$76,608.00 is based upon the Scope of Work outlined in our proposal and is detailed in the enclosed Hours and Fee Table. We would be happy to discuss modifications to items within our Scope of Work or fees with the City during contract negotiations.

On behalf of the Project Team, we appreciate the opportunity to submit this proposal to the City of Wildomar. Please do not hesitate to contact me at (951) 676-8042 Ext. 3530 or e-mail me at jtanner@rbf.com if you have any questions or require further clarification of our proposal.

Respectfully submitted,



John Tanner, III, PE
Vice President/ Project Manager

Enclosures: (1) Signed Original and (4) Copies

Engineering Services
Collier Elementary School Safe Routes to School Improvement Project

TASK	Principal \$250	Project Manager \$200	Project Engineer \$148	Technical Manager \$180	Design Technician \$99	1-Person Survey Crew \$165	Licensed Surveyor \$175	Admin. Support \$63	Total Hours	Total Cost
A. PROJECT INITIATION										
A.1 Initial / Kickoff Meeting	2	4							6	\$1,300
A.2 Records & Requirements Search			3				3		6	\$969
A.3 Street Alignment Survey						6	4		10	\$1,690
A.4 Field Topographic Survey						10	4		14	\$2,350
Subtotal	2	4	3	0	0	16	11	0	36	\$6,309
B. ENVIRONMENTAL DOCUMENTATION & CERTIFICATION										
B.1 Project Management Coordination		1		12	2				15	\$2,558
B.2 CEQA Environmental Approval - Categorical Exemption (CE)				10	12				22	\$2,988
B.3 NEPA Environmental Approval										
B.3.1 Preliminary Environmental Stueies (PES) Form				14	16				30	\$4,104
B.3.2 Air Quality Technical Memo				12	8				20	\$2,952
B.3.3 Biological Resources Assessment with Natural Environmental Study	2			23				6	31	\$5,018
B.3.4 Noise Impract Technical Memo				12	14				26	\$3,546
B.3.5 Section 4(f) Technical Memo				1.5	3				4.5	\$567
B.3.6 Traffic Impact Technical Memo				3					3	\$540
B.3.7 Categorical Exclusion (CatEx) Form Environmental Commitments Record (ECR)		1		6	4				11	\$1,676
Subtotal	2	2	0	93.5	59	0	0	6	162.5	\$23,949
C. DESIGN DEVELOPMENT										
C.1 Base Construction Drawings (65%)		2	4		24				30	\$3,368
C.2 65% Construction Drawings Submittal & Review Meeting with the City & Peer Reviewer/Program Manager	1	2	2		1				6	\$1,045
C.3 Permits, Public/Private Agency & Utilities Coordination	1	3	3		1				8	\$1,393
Subtotal	2	7	9	0	26	0	0	0	44	\$5,806
D. DETAILED DESIGN										
D.1 90% Construction Drawings, Specifications & Engineer's Cost Estimate		2	4		16				22	\$2,576
D.2 90% construction Drawings Review Meeting with the City Staff	1	2	2						5	\$946
D.3 Permits, Public/Private Agency & Utilities Coordination	1	3	3		1				8	\$1,393
Subtotal	2	7	9	0	17	0	0	0	35	\$4,915
E. CONSTRUCTION DOCUMENTS										
E.1 Final Bid documents, Enviornmental documents & Engineer's construction Cost Estimate		6	16		12				34	\$4,756
E.2 Erosion Control Plan		2	4		12				18	\$2,180
E.3 Traffic Control Plan		2	4		12				18	\$2,180
Subtotal	0	10	24	0	36	0	0	0	70	\$9,116
F. MEETINGS, SCHEDULE UPDATES & PROGRESS REPORTS										
	1	8	4		1				14	\$2,541
Subtotal	1	8	4	0	1	0	0	0	14	\$2,541
G. FINAL APPROVAL, BIDDING, AWARD, COMMUNITY MEETING & PRE-CONSTRUCTION MEETING SUPPORT										
		20	20						40	\$6,960
Subtotal	0	20	20	0	0	0	0	0	40	\$6,960
H. NON -INFRASTRUCTURE ACTIVITIES										
H.1 Bicycle/Pedestrian Route Map (incl. language translation services)		1		8	16				25	\$3,224
H.2 Walk to School Day Promotional Flyer (incl. language translation services)		1		4	4				9	\$1,316
H.3 Bike Safety Brochure (incl. language translation services)		1		8	6				15	\$2,234
H.4 Student Tally				16					16	\$2,880
H.5 Parent Survey (incl. language translation services)				12	2				14	\$2,358
Subtotal	0	3	0	48	28	0	0	0	79	\$12,012
TOTAL HOURS	9	61	69	141.5	167	16	11	6	480.5	
PROFESSIONAL LABOR COSTS	\$2,250	\$12,200	\$10,212	\$25,470	\$16,533	\$2,640	\$1,925	\$378	\$0	\$71,608
I. REIMBURSABLE EXPENSES (Time and Materials)										\$5,000
TOTAL LABOR AND DELIVERABLES COSTS										\$76,608



HOURLY RATE SCHEDULE

Effective January 2013 through December 2013

OFFICE PERSONNEL	\$/ Hr.
Senior Principal.....	\$275.00
Principal	250.00
Project Director	225.00
Program Manager.....	215.00
Senior Project Manager	200.00
Project Manager	195.00
Structural Engineer	195.00
Technical Manager	180.00
Senior Engineer	163.00
Senior Planner	163.00
Electrical Engineer.....	163.00
Landscape Architect	150.00
Senior GIS Analyst	150.00
Project Engineer	148.00
Project Planner	148.00
Survey Crew Support Manager.....	145.00
Environmental Specialist.....	138.00
Design Engineer/Senior Designer/Mapper.....	135.00
GIS Analyst.....	122.00
Designer/Planner	118.00
Project Coordinator	110.00
Graphic Artist.....	97.00
Environmental Analyst/Staff Planner	97.00
Design Technician	97.00
Assistant Engineer/Planner.....	93.00
Permit Processor	83.00
Engineering Aid/Planning Aid	75.00
Office Support/ Clerical	63.00

FIELD PERSONNEL	
2-Person Survey Crew.....	\$250.00
1-Person Survey Crew.....	165.00
Licensed Surveyor	175.00
Field Supervisor	175.00

CONSTRUCTION MANAGEMENT PERSONNEL	
Construction Manager.....	\$190.00
Resident Engineer	160.00
Construction Inspector (Prevailing Wage).....	136.00
Construction Inspector (Non-Prevailing Wage).....	113.00
Field Office Engineer	113.00
Construction Technician	97.00

Note:

Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 15%. A Sub-consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance. Vehicle mileage will be charged as an additional cost at the IRS approved rate.

CITY OF WILDOMAR



Request for Proposals

For

**Engineering Services for the Collier Elementary School Safe
Routes to School Improvement Project**

**Office of the City Clerk
City of Wildomar
23873 Clinton Keith Road, Ste 201
Wildomar, CA 92595**

Proposals Due by 3:00 pm on Thursday, January 16, 2014

Introduction:

The City of Wildomar is accepting proposals from qualified firms for Engineering Services for the Collier Elementary School Safe Routes to School improvement Project in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

One signed original and four (4) copies of the proposals should be submitted to the Office of the City Clerk by 3:00 pm on Thursday, January 16, 2014. Proposals shall be submitted in a sealed envelope clearly marked Engineering Services for the Collier Elementary School Safe Routes to School Improvement Project and addressed to:

**OFFICE OF THE CITY CLERK
CITY OF WILDOMAR
23873 Clinton Keith Road, Ste 201
Wildomar, CA 92595**

Questions regarding this RFP are to be directed by e-mail to: Steven Palmer, Supervising Engineer, at spalmer@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.

Proposals will not be accepted by fax or electronically.

Late Proposals:

Proposals arriving after the specified date and time will not be considered, nor will late proposals be opened. Each firm assumes responsibility for timely submission 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 City Clerk 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 said rejection is deemed in the best interest of the City, to call for new proposals, and to award the contract to 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 Attachment 1: Evaluation and Selection Criteria. Award shall be made to the responsible firm whose proposal is determined to be the most advantageous to the City, taking into consideration price and adherence to the included specifications. The City will enter into an agreement with the successful firm 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 the types of products and services 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. 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 should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and presented in a three (3) ring binder or other bound format.

One signed original and four (4) copies of the proposals should be submitted to the Office of the City Clerk by 3:00 pm on Thursday, January 16, 2014. Proposals shall be submitted in a sealed envelope clearly marked Engineering Services for the Collier Elementary School Safe Routes to School Improvement Project and addressed to:

**OFFICE OF THE CITY CLERK
CITY OF WILDOMAR
23873 Clinton Keith Road, Ste 201
Wildomar, CA 92595**

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

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

The 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 firm's capability for actually undertaking and performing the work. Provide the qualifications and experience of the consultant team that will work on the Project. Emphasize the specific qualifications and experience from similar projects for the key team members. Team members are expected to be available for the duration of the Project and replacement will not be permitted without prior consultation and approval by the City.

List types and locations of similar work performed by the firm in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection process.

3. Project Understanding

This section shall clearly convey the Consultants understanding of the nature of the work, including coordination with the City and Caltrans, and Federal funding requirements.

4. Work Plan

The work plan shall address all the items of work as described in this RFP, and include a milestone schedule that identifies the key items of work. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

This section shall include a description of how each key task will be performed, and identify the deliverables. The work plan shall include enough detail to demonstrate a clear understanding of the project. It shall also include a staffing plan that identifies team members by task, and lists amount of time each team members can devote to the project.

5. 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.

6. References

Provide at least three references for each key team member from recent work similar to the Project. Include a brief description of projects associated with each reference.

7. Comments on or Requested Changes to Contract

The City of Wildomar standard Design Professional Services contract is included as Attachment 2 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.

8. Federal Provisions

Complete and submit the Attachment 4 – Caltrans Exhibit 10-I-Consultant Proposal DBE Commitment and Attachment 5 – Caltrans Exhibit 10-O2-Consultant Contract DBE Information with the proposal.

9. Fee

This section shall be submitted in a sealed envelope and shall include a summary of anticipated hours, billing classification, and hourly billing rate for each member of the proposed consultant team for each work plan task, reimbursement levels for direct expenses, and a total not-to-exceed cost for requested products and services outlined in the Scope of Work. No cost increases shall be passed onto the City after the proposal has been submitted. Tax, if applicable, is to be listed as a separate line item.

SCOPE OF WORK

I. Introduction

The City of Wildomar is soliciting proposals for preliminary engineering services from a qualified and committed professional engineering firm/team (Consultant) for the Collier Elementary Safe Routes to School Improvement Project. The project is located in the area surrounding Collier Elementary School along Union Street, Trailwood Court, Mayhall Drive, and Alderbrook Road.

The proposed project will construct new sidewalk on Union Street from Collier Elementary School to Corydon Street to close the gaps in the existing route to school. The proposed improvements on Union Street will need to accommodate the existing drainage pattern. The project will also provide a crosswalk and curb ramp from this new sidewalk across Trailwood Court to the school's entrance, crosswalk restriping/upgrades at Trailwood Court and Mayhall Drive, along with upgraded school xing legends and signs along Trailwood Court and Alderbrook Road.

This Project is funded by Federal Safe Routes to School funds (SRTS). Federal contract provisions apply to this contract.

II. Scope of Services

The Project will require the Consultant to perform non-infrastructure educational and evaluation activities; perform an engineering survey and prepare detailed design; prepare appropriate environmental document (NEPA/CEQA) and obtain environmental clearance from Caltrans; coordinate with utility companies; prepare engineering plans, specifications, and estimates for bidding; and provide engineering support during bidding and construction. A copy of the Project's grant application is available from the City website. It is understood that the consultant is responsible to use all information in a professional and responsible manner.

The Scope of Services is anticipated to include the following:

- Project Initiation
Attend project kick-off meeting, gather necessary information, and perform engineering survey and field visits. The County of Riverside vertical and horizontal datum shall be used for engineering surveys, and control for future construction shall be set. The engineering survey shall show existing right of way lines on Union Street.
- Environmental Document and Certification
Perform required environmental research and analysis necessary pursuant to CEQA and NEPA requirements. Prepare environmental document and coordinate with Caltrans and the City for approval.
- Design Development (65% PS&E Submittal)
Prepare and submit plans, technical specifications, and construction cost estimate for the project based on information provided by the City and gathered during Project Initiation. The construction plans and specifications shall meet the City of Wildomar standards. The City will provide electronic copies of technical specifications from previous projects for the Consultant to use as a template. The Consultant shall provide specifications in the City's format.
- Detailed Final Design (90% PS&E Submittal)
Enhance, revise, and submit plans, technical specifications, and construction cost estimate for the project based on comments from the City.

- Construction Documents
Revise and prepare final construction documents from the Detailed Final Design and comments from the City.
- Construction Support
Provide engineering support during bidding and construction. Respond to Bidder Questions and Requests for Information (RFI) as requested by the City. Review construction contract change orders as requested by the City.
- Non-Infrastructure Activities
Provide deliverables and services to educate the public on the project, and evaluate its' effectiveness. As required by the SRTS funds, this task will include:
 - Create bike/pedestrian route map worksheets to raise route awareness and benefits of bicycling/walking to school.
 - Prepare flyer promoting a Walk to School Day to be coordinated by the school district, and provide 500 copies of the flyer.
 - Create a "bike safety" brochure that can be distributed to school students and provide 500 copies for the school district. Involve the school district and stakeholders identified by the City in development of the bike safety brochure content.
 - Prepare and complete Student Tally and Parent Survey within two (2) months prior to and after project implementation during the regular school year.

III. Schedule

The City anticipates that the contract will be awarded on Wednesday February 12, 2014. Environmental clearance, construction documents, and pre-project tally and survey shall be completed by June 13, 2014. Two 2-week City review periods shall be considered as included within this timeframe.

IV. Compensation

Firms shall propose a summary of anticipated hours, billing classification, and hourly billing rate for each member of the proposed consultant team for each work plan task, reimbursement levels for direct expenses, and a total not-to-exceed cost for requested products and services outlined in the Scope of Work. Progress payments will be reviewed and approved monthly. The Consultant is expected to prepare a monthly status report to be submitted with invoices. The report should include a detailed description of work performed during the preceding month for which charges have been submitted. The report should also include anticipated work to be performed during the upcoming month.

V. Federal Provisions

This project is fully funded by Federal funds and is subject to Federal contract provisions, including Disadvantaged Business Enterprise (DBE) requirements. The City has not established a goal for this Contract. Proposers are encouraged but not required to obtain DBE participation for this contract. Refer to Attachment 3 - Caltrans Exhibit 10-I-Notice to Proposers DBE Information, Attachment 4 - Caltrans Exhibit 10-O1- Consultant Proposal DBE Commitment, Attachment 5 - Caltrans Exhibit 10-O2-Consultant Contract DBE Information, and Federal Provisions included in Attachment 2 - Sample Design Professional Services Agreement. Caltrans Exhibits 10-O1 and 10-O2 must be completed and submitted with the proposal.

VI. Attachments

1. Evaluation and Selection Criteria
2. Sample Professional Services Agreement
3. Caltrans Exhibit 10-I - Notice to Proposers DBE Information
4. Caltrans Exhibit 10-O1 - Consultant Proposal DBE Commitment
5. Caltrans Exhibit 10-O2 - Consultant Contract DBE Information

Attachments

Attachment 1: Evaluation and Selection Criteria

The City will evaluate all eligible responses based on the following criteria:

- 1) Consultant's understanding of the work to be performed (25%);
- 2) Qualifications, professional experience and skills of the consultant project manager and other proposed team members (25%);
- 3) Ability to conform to the scope of work and schedule (25%);
- 4) Performance on similar projects (based on input from references) (10%);
- 5) Completeness of the proposal submitted and responsiveness to the RFP (15%).

Attachment 2: Design Professional Services Agreement

The standard consultant contract form used by the City of Wildomar.

DESIGN PROFESSIONAL SERVICES AGREEMENT

**[FOR ARCHITECTURAL, LANDSCAPE ARCHITECTURAL,
ENGINEERING, ENVIRONMENTAL, LAND SURVEYING, AND
CONSTRUCTION PROJECT MANAGEMENT SERVICES]**

By and Between

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

and

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

This Agreement for Design Professional Services ("Agreement") is entered into as of this ____ day of _____, 2013 by and between the City of Wildomar, a municipal corporation ("City") and _____, a _____ ("Design Professional"). City and Design Professional are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by *[describe process used, i.e. request for qualifications, request for quotations,/ request for proposals, direct negotiation, informal quotes]*, the performance of the *[pick one: architectural / landscape architectural / engineering / environmental / land surveying / construction project management]* services defined and described particularly in Section 2 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 38 "Termination of Agreement" of this Agreement, the Term of this Agreement is for *[__ years/months]* commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

Design Professional shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 44 "Administration and Implementation" or Section 46 "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. FUNDING REQUIREMENTS

(a) It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

(b) This agreement is valid and enforceable only, if sufficient funds are made available to the City for the purpose of this contract. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or City governing board that may affect the provisions, terms, or funding of this contract in any manner

(c) It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds

(d) The City has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

SECTION 5. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Design Professional the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ dollars (\$_____), unless additional compensation is approved in writing in accordance with Section 44 "Administration and Implementation" or Section 46 "Amendment" of this Agreement..

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

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

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

SECTION 6. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

(a) This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

(b) If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

(c) DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.

(d) Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

(e) A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f)

SECTION 7. PERFORMANCE OF DBE CONSULTANT AND OTHER DBE SUBCONSULTANTS

(a) A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.

(b) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

(c) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

SECTION 8. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONSULTANTS

(a) Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

(b) No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.

SECTION 9. DBE RECORDS

(a) The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

(b) Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

SECTION 10. DBE CERTIFICATION AND DECERTIFICATION STATUS

(a) If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

SECTION 11. COST PRINCIPLES

(a) The Design Professional agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

(b) The Design Professional also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(c) Any costs for which payment has been made to Design Professional that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Design Professional to the City.

SECTION 12. DISPUTES

(a) Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the

City's Contract Manager and (Insert Department Head or Official), who may consider written or verbal information submitted by the Design Professional.

(b) Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the Design Professional may request review by the City Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

(c) Neither the pendency of a dispute, nor its consideration by the committee will excuse the Design Professional from full and timely performance in accordance with the terms of this contract.

SECTION 13. AUDIT REVIEW PROCEDURES

(a) Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Chief Financial Officer.

(b) Not later than 30 days after issuance of the final audit report, the Design Professional may request a review by the City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

(c) Neither the pendency of a dispute nor its consideration by the City will excuse the Design Professional from full and timely performance, in accordance with the terms of this contract.

SECTION 14. EQUIPMENT PURCHASE

(a) Prior authorization in writing, by the City's Contract Manager shall be required before the Design Professional enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Design Professional services. The Design Professional shall provide an evaluation of the necessity or desirability of incurring such costs.

(b) For purchase of any item, service or consulting work not covered in the Design Professional's Cost Proposal and exceeding \$5,000 prior authorization by the City's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

(c) Any equipment purchased as a result of this contract is subject to the following: "The Design Professional shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Design Professional may either keep the equipment and credit the City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit the City in an amount equal to the sales price. If the Design Professional elects to keep the equipment, fair market value shall be determined at the Design Professional's expense, on the basis of a

competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the City and the Design Professional, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City.”

- (d) All subcontracts in excess \$25,000 shall contain the above provisions.

SECTION 15. INSPECTION AND FINAL ACCEPTANCE.

The Design Professional and any subcontractor shall permit the City, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract or when completed, including review and inspection on a daily basis. City shall reject or finally accept Design Professional’s work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Design Professional’s work shall be deemed to have been accepted. City’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Design Professional’s work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 34 “Indemnification” and Section 35 “Insurance.”

SECTION 16. OWNERSHIP OF DOCUMENTS.

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

(b) Upon completion of all work under this contract, ownership and title to all reports, documents, maps, designs, drawings, plans, specifications, photographs, studies, surveys, data, notes, computer files, files, estimates, and other documents produced as part of this contract will automatically be vested in the City; and no further agreement will be necessary to transfer ownership to the City. The Design Professional shall furnish the City all necessary copies of data needed to complete the review and approval process.

(c) It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

(d) The Design Professional is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the City of the machine-readable information and data provided by the Design Professional under this agreement; further, the Design Professional is not liable for claims, liabilities, or losses arising out of, or connected with any use by the City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in

writing by the Design Professional. Design Professional's guarantees and warranties in Section 25 "Standard of Performance" of this Agreement shall not extend to such modification or misuse by the City of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

(e) Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Agreements as appropriate.

(f) The Design Professional is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by the City of the machine readable information and data provided by the Design Professional under this agreement; further, the Design Professional is not liable for claims, liabilities or losses arising out of, or connected with, any use by the City of the project documentation on other projects; for additions to this project, or for the completion of this project by others, except only such use as may be authorized, in writing, by the Design Professional.

(g) The City may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

(h) Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

SECTION 17. DESIGN PROFESSIONAL'S BOOKS AND RECORDS.

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

(b) For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the Design Professional, and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract.

(c) 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 during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, City, FHWA, or any duly authorized representative

of the federal government shall have access to any books, records, and documents of the Design Professional that are pertinent to the contract for audit, examinations, excerpts, and transactions. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Design Professional's address indicated for receipt of notices in this Agreement.

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

SECTION 18. Subcontracts in excess of \$25,000 shall contain this provision.SAFETY

(a) The Design Professional shall comply with OSHA regulations applicable to Design Professional regarding necessary safety equipment or procedures. The Design Professional shall comply with safety instructions issued by the City Safety Officer and other City representatives. Design Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.

(b) Pursuant to the authority contained in Section 591 of the Vehicle Code, the City has determined that such areas are within the limits of the project and are open to public traffic. The Design Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Design Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

(c) Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

SECTION 19. CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

(a) If claims are filed by the City's construction contractor relating to work performed by Design Professional's personnel, and additional information or assistance from the Design Professional's personnel is required in order to evaluate or defend against such claims; Design Professional agrees to make its personnel available for consultation with the City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

(b) Design Professional's personnel that the City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Design Professional's personnel services under this agreement.

(c) Services of the Design Professional's personnel in connection with the City's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this agreement in order to finally resolve the claims.

(d) Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

SECTION 20. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

(a) In accordance with Public Contract Code Section 10296, the Design Professional hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Design Professional within the immediately preceding two-year period, because of the Design Professional's failure to comply with an order of a federal court that orders the Design Professional to comply with an order of the National Labor Relations Board.

SECTION 21. EVALUATION OF DESIGN PROFESSIONAL

(a) The Design Professional's performance will be evaluated by the City. A copy of the evaluation will be sent to the Design Professional for comments. The evaluation together with the comments shall be retained as part of the contract record.

SECTION 22. STATEMENT OF COMPLIANCE

(a) The Design Professional's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the Design Professional has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

SECTION 23. DEBARMENT AND SUSPENSION CERTIFICATION

(a) The Design Professional's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Design Professional has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the City.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Design Professional responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

SECTION 24. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 25. STANDARD OF PERFORMANCE.

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

SECTION 26. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

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

SECTION 27. PREVAILING WAGE LAWS.

(a) The Design Professional shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

(b) Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

SECTION 28. NONDISCRIMINATION.

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

SECTION 29. UNAUTHORIZED ALIENS.

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

SECTION 30. CONFLICTS OF INTEREST.

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

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

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

(d) The Design Professional shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City construction project. The Design Professional shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project, which will follow.

(e) The Design Professional hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

(f) Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

(g) The Design Professional hereby certifies that neither Design Professional, nor any firm affiliated with the Design Professional will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(h) Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

SECTION 31. REBATES, KICKBAKS OR OTHER UNLAWFUL CONSIDERATION

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

SECTION 32. SUBCONTRACTING

(a) The Design Professional shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the City's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.

(b) Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

(c) Any substitution of subcontractors must be approved in writing by the City's Contract Manager.

SECTION 33. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All financial, statistical, personal, technical, or other data and information relative to the City's operations, which are designated confidential by the City and made available to the Design Professional in order to carry out this contract, shall be protected by the Design Professional from unauthorized use and disclosure. All information gained or work product produced by Design Professional in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Design Professional. Design Professional shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

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

(c) Permission to disclose information on one occasion, or public hearing held by the City relating to the contract, shall not authorize the Design Professional to further disclose such information, or disseminate the same on any other occasion.

(d) The Design Professional shall not comment publicly to the press or any other media regarding the contract or the City's actions on the same, except to the City's staff, Design Professional's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

(e) The Design Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the City, and receipt of the City's written permission.

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

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

agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Design Professional. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response

(h) Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

(i) All information related to the construction estimate is confidential, and shall not be disclosed by the Design Professional to any entity other than the City.

SECTION 34. INDEMNIFICATION.

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

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

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

SECTION 35. INSURANCE.

Design Professional agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of

this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Design Professional agrees to provide City with copies of required policies upon request.

SECTION 36. ASSIGNMENT.

The expertise and experience of Design Professional are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Design Professional under this Agreement. In recognition of that interest, Design Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Design Professional's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 38 "Termination of Agreement." City acknowledges, however, that Design Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 37. CONTINUITY OF PERSONNEL.

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

SECTION 38. TERMINATION OF AGREEMENT.

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

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

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

(d) Upon termination of this Agreement by either Design Professional or City, all property belonging exclusively to City which is in Design Professional's possession shall be returned to City. Design Professional shall furnish to City a final invoice for work performed and expenses incurred by Design Professional, prepared as set forth in Section 5 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 5 "Compensation and Method of Payment" of this Agreement.

SECTION 39. DEFAULT.

In the event that Design Professional is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Design Professional for any work performed after the date of default. Instead, the City may give notice to Design Professional of the default and the reasons for the default. The notice shall include the timeframe in which Design Professional may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Design Professional is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Design Professional does not cure the default, the City may take necessary steps to terminate this Agreement under Section 38. Any failure on the part of the City to give notice of the Design Professional's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 40. EXCUSABLE DELAYS.

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

SECTION 41. COOPERATION BY CITY.

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

SECTION 42. NOTICES.

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

To City:

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

To Design Professional:

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 43. AUTHORITY TO EXECUTE.

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

SECTION 44. 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 46 "Amendment" and the City Manager's contracting authority under the Wildomar Municipal Code.

SECTION 45. BINDING EFFECT.

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

SECTION 46. AMENDMENT.

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

SECTION 47. WAIVER.

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

SECTION 48. 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 49. 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 50. ENTIRE AGREEMENT.

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

SECTION 51. 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 52. CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

Gary Nordquist
City Manager

ATTEST:

Debbie A. Lee
City Clerk

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

By: _____

Its: _____

By: _____

Its: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Design Professional will perform the following Services:

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

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

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

III. During performance of the Services, Design Professional will keep the City apprised 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. Design Professional will utilize the following personnel to accomplish the Services:

A.

B.

C.

D.

VI. Design Professional will utilize the following subcontractors to accomplish the Services:

A.

B.

C.

D.

EXHIBIT "B"
COMPENSATION

I. Design Professional 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. Design Professional may utilize subcontractors 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 5 “Compensation and Method of Payment” of this Agreement.

EXHIBIT "C"

INSURANCE

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

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

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

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

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

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

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

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

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

ATTACHMENT 3

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk

items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

Consultant to Complete this Section

5. Contract DBE Goal %:

9. DBE %

[illegible]

%

23. (Area Code) Tel. No. _____

15. (Area Code) Tel. No. _____

Page 1 of 2
May 8, 2013

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

ATTACHMENT 5

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ _____			
8. Total Number of <u>all</u> Subconsultants: _____			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
<div style="background-color: #d3d3d3; text-align: center; padding: 2px; margin-bottom: 5px;">Local Agency to Complete this Section</div> <div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <div style="padding: 5px;">20. Local Agency Contract Number: _____</div> <div style="padding: 5px;">21. Federal-aid Project Number: _____</div> <div style="padding: 5px;">22. Contract Execution Date: _____</div> <div style="padding: 5px;">Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:</div> <div style="padding: 5px;">23. Local Agency Representative Name (Print)</div> <div style="display: flex; justify-content: space-between; padding: 5px;"> <div>24. Local Agency Representative Signature</div> <div>25. Date</div> </div> <div style="display: flex; justify-content: space-between; padding: 5px;"> <div>26. Local Agency Representative Title</div> <div>27. (Area Code) Tel. No.</div> </div> </div> <div style="width: 35%; padding: 5px;"> <div style="padding: 5px;">13. Total Dollars Claimed</div> <div style="padding: 5px;">14. Total % Claimed</div> <div style="padding: 5px;">15. Preparer's Signature</div> <div style="padding: 5px;">16. Preparer's Name (Print)</div> <div style="padding: 5px;">17. Preparer's Title</div> <div style="display: flex; justify-content: space-between; padding: 5px;"> <div>18. Date</div> <div>19. (Area Code) Tel. No.</div> </div> </div> </div> </div>		<div style="padding: 5px;">\$ _____</div> <div style="padding: 5px;">_____ %</div>	
Caltrans to Complete this Section			
<div style="padding: 5px;">Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:</div> <div style="display: flex; justify-content: space-between; padding: 5px;"> <div>28. DLAE Name (Print)</div> <div>29. DLAE Signature</div> <div>30. Date</div> </div>			

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE
 (3) Original – Local agency files

INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #3.6

GENERAL BUSINESS

Meeting Date: February 14, 2014

TO: Mayor and City Council Members

FROM: Gary Nordquist, City Manager

SUBJECT: Parks Update and Reopening Plans

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council provide direction to Staff for the reopening of the Parks.

BACKGROUND:

The following are Parks and Recreation related activities and events which have occurred since the last City Council meeting update:

1. Partnering with the Rotary Club and hosted at the Fire Station, December 21, 2013 was the Breakfast with Santa activity. Over 250 residents and guests enjoyed the breakfast with Santa and the tour of the Fire Station and trucks. Total Revenues were \$1,624.00 with expenses of \$675.25 resulting in a net surplus of \$968.75 to be shared with the Rotary Club as planned.
2. Bark at the Park day was held on Saturday January 11, 2014 where residents and guests spread 70 cubic yards of playground bark and 450 cubic yards of planter/shrub bark at Marna O'Brien and Windsong Parks. All remaining bark will be used at Regency Heritage park after planting/irrigation is completed.
3. Held a Parks Subcommittee meeting on January 21, 2014. The meeting was well attended by the public due to the discussion on park fencing and security.
4. Held a Quarterly Meeting with the Measure Z Park Tax Oversight Committee on January 23, 2014. Three of the five members of the Measure Z Oversight Advisory Committee terms will expire in February 2014. Received the first install of Measure Z Park Tax revenues (\$175,306.60 less apportionment adjustments of \$6,322.04 resulted in a net revenue of \$168,984.56. Annualized net estimated revenues at \$337,969.12 vs. budget of \$343,200.00. Adjustment to be made at 3rd quarter). Meeting agenda is available on the City webpage.
5. Recorded the property deed for the 27 acres of undeveloped land, near Ronald Reagan School on George Street and La Estrella Street.

Parks reopening discussion items which Staff is seeking direction from the City Council:

1. Parks Fencing and Security options: At the recent Parks Sub-Committee Meeting, the public and committee members discussed the issue of Park security once the parks are re-opened. Specifically, the issue of the existing fence at Windsong Park and whether to remove it or leave it up. Many residents spoke or were represented by petition or emails regarding the issue. Generally those close to the Park favored some type of closure (fencing and lockable gates) at the Park, while others preferred the fulltime openness of a park with no fence. When the parks were last fully functional, the City provided a private security patrol that would patrol each park 3 times every night and would lock and unlock the Regency Heritage Park daily.

The Regency Heritage Park is location in a flood control channel and was secured nightly and it is recommended to continue this practice once it is reopened.

The Marna O'Brien Park is open by design and the recommendation is to use the private security service for patrol.

The Windsong Parks is a neighborhood park bordered by housing. Over a 3 year period there have been 78 calls to the Police for service to address mostly trespassing issues (32) at the park during closed periods. Some considerations for the re-opening could be:

- a. Keep fencing in place, opening gates at dawn and closing at dusk.
- b. Keep fencing in place with the gates always open for a trial period of time to assess the number issues or calls for Police service.
- c. Remove fencing.

As approved in the annual budget for Measure Z parks, there are money's identified for daily private security patrols.

2. Reopening Activity, April 12, 2014?

The parks should be ready for full facility opening on this date and the Easter Egg Hunt activity could also be conducted in the morning followed by Parks Reopening activity at Noon.

FISCAL IMPACTS:

Security Patrols and Special Events costs are included in the adopted budget.

Submitted & Approved by:
Gary Nordquist
City Manager

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #3.7

GENERAL BUSINESS

Meeting Date: February 12, 2014

TO: Mayor and City Council Members

FROM: Dan York, Public Works Director

SUBJECT: Water Conservation and Park Renovation

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Hydroseed the lawn area for the sports fields at Marna O'Brien Park;
2. Reduce lawn area(s) with drought tolerant plantings for the non-sports activity areas at Windsong Park, Regency Heritage Park and Marna O'Brien Park; and
3. Reduce lawn areas in the Public Right of Way with more drought tolerant plantings.

BACKGROUND:

The next action in the city's park renovation program is re-establishing the lawn areas at the parks. Staff is prepared to start the re-establishment with a hydroseed mixture over the next month. In light of looming water shortages, staff has investigated options to conserve water and re-establish the lawn areas through out the city.

Staff has looked at the possibility of installing artificial turf instead of natural grass. The advantage of placing artificial turf in sports fields may be advantageous and cost-effective for heavily used fields and fields that require re-stripping before sports events. Artificial turf also has the advantage of minimizing damage due to burrowing animals and artificial turf would conserve water usage. Factors to consider with artificial turf are installation cost, life of the turf, and the routine maintenance requirements.

Staff researched available grants to offset cost of installation. Based on staff's findings, staff concludes that usage demand and cost of installing artificial turf is not feasible with the city's short-term and long-term budget. Staff further concluded there are opportunities to implement water wise alternatives for turf areas that are not sports fields.

FISCAL IMPACTS:

Parks renovation maintenance costs are currently limited to Measure Z Parks Tax.

Submitted by:
Dan York
Public Works Director

Approved by:
Gary Nordquist
City Manager

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.1
CONSENT CALENDAR
Meeting Date: February 12, 2014

TO: Chairman and Board of Trustees

FROM: Misty V. Cheng, Controller

SUBJECT: Warrant Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 01-02-14, in the amount of \$1,124.83;
2. Warrant Register dated 01-09-14, in the amount of \$551.33;
3. Warrant Register dated 01-16-14, in the amount of \$1,751.99;
4. Warrant Register dated 01-23-14, in the amount of \$401.59; and
5. Warrant Register dated 01-30-14, in the amount of \$1,478.83.

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 2013-14 Budgets.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Voucher List 1/2/2014
Voucher List 1/9/2014
Voucher List 1/16/2014
Voucher List 1/23/2014
Voucher List 1/30/2014

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01/02/2014 11:44:42AM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202879	1/2/2014	000388 ALARM FINANCIAL SERVICES, TNSS	97285		CEMETERY ALARM MONITORING 1/1/1-	60.00
					Total :	60.00
202880	1/2/2014	000028 CALPERS	1274A		JAN 2014 CEMETERY RETIREE PREMII	292.88
					Total :	292.88
202881	1/2/2014	000367 CINTAS CORPORATION	55674642		STAFF UNIFORM MAINTENANCE	30.58
			55679805		STAFF UNIFORM MAINTENANCE	32.61
			55682418		STAFF UNIFORM MAINTENANCE	32.61
					Total :	95.80
202882	1/2/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF 6449417			10/24/13-11/21/13 CEMETERY WATER S	548.35
					Total :	548.35
202883	1/2/2014	000379 HOME DEPOT CREDIT SERVICES	FCH005149845		LATE FEE	20.00
					Total :	20.00
202884	1/2/2014	000185 RIGHTWAY	732931		CEMETERY RESTROOM MAINTENANC	77.80
			733774		RETURNED CHECK	30.00
					Total :	107.80
6 Vouchers for bank code : wf						Bank total : 1,124.83
6 Vouchers in this report						Total vouchers : 1,124.83

Page: 1

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01/09/2014 5:01:05PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202937	1/9/2014	000022 EDISON	122813		11/25/13-12/27/13 CEMETERY ELECTRI	109.51
					Total :	109.51
202938	1/9/2014	000379 HOME DEPOT CREDIT SERVICES	7331367		CEMETERY MAINTENANCE SUPPLIES	170.52
			CK202822CF		RETURN CHECK FEE	25.00
					Total :	195.52
202939	1/9/2014	000186 RIGHTWAY	734005		CEMETERY RESTROOM MAINTENANC	77.80
					Total :	77.80
202940	1/9/2014	000020 VERIZON	121913		CEMETERY VOICE/INTERNET SVC 12/1	168.50
					Total :	168.50
4 Vouchers for bank code :		wf			Bank total :	551.33
4 Vouchers in this report					Total vouchers :	551.33

Page: 1

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01/16/2014 2:44:20PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202955	1/16/2014	000367 CINTAS CORPORATION	55677256BAL		STAFF UNIFORM MAINTENANCE	2.03
					Total :	2.03
202956	1/16/2014	000606 DEJONG, PETER	123113		CEMETERY DRINKING WATER	6.25
					Total :	6.25
202957	1/16/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER DIST	6512250		11/21/13-12/20/13 CEMETERY WATER S	1,160.16
					Total :	1,160.16
202958	1/16/2014	000378 TEMECULA VALLEY PIPE & SUPPLY	517981		PARKS DEPARTMENTAL SUPPLIES	302.39
			518804		CEMETERY DEPARTMENTAL SUPPLIES	281.16
					Total :	583.55
4 Vouchers for bank code : wf						Bank total : 1,751.99
4 Vouchers in this report						Total vouchers : 1,751.99

Page: 1

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01/23/2014 12:58:24PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202962	1/23/2014	000367 CINTAS CORPORATION	55690102		STAFF UNIFORM MAINTENANCE	32.61
					Total :	32.61
202963	1/23/2014	000011 CR&R INC.	269762		JAN 2014 WASTE SERVICES - 3 YD COI	126.62
					Total :	126.62
202964	1/23/2014	000608 DEJONG, PETER	11514		CEMETERY DRINKING WATER	12.25
					Total :	12.25
202965	1/23/2014	000094 STAUFFERS LAWN EQUIPMENT	208402		CEMETERY DEPARTMENTAL SUPPLIES	230.11
					Total :	230.11
4 Vouchers for bank code : wf					Bank total :	401.59
4 Vouchers in this report					Total vouchers :	401.59

vchlist
01/30/2014 1:09:20PM

Voucher List
City of Willdomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203005	1/30/2014	000028 CALPERS	1296A		FEB 2014 CEMETERY RETIREE PREMI	292.88
					Total :	292.88
203006	1/30/2014	000367 CINTAS CORPORATION	55037816		SERVICE FEE	25.00
			55692684		STAFF UNIFORM MAINTENANCE	32.61
			55695258		STAFF UNIFORM MAINTENANCE	32.61
			5687564		STAFF UNIFORM MAINTENANCE	32.61
					Total :	122.83
203007	1/30/2014	000369 L&M FERTILIZER, INC.	386050		DEPT SUPPLIES - PARK SUPPLIES	75.17
					Total :	75.17
203008	1/30/2014	000609 MORROW PLUMBING	85775		REPAIR ECON PREVENTOR - MARNA C	740.00
					Total :	740.00
203009	1/30/2014	000186 RIGHTWAY	735008		CEMETERY RESTROOM MAINT/SVC 1A	77.80
					Total :	77.80
203010	1/30/2014	000020 VERIZON	11914		CEMETERY VOICE/INTERNET SVC 1/15	170.15
					Total :	170.15
6 Vouchers for bank code :	wf				Bank total :	1,478.83
6 Vouchers in this report					Total vouchers :	1,478.83

Page: 1

WILDOMAR CEMETERY DISTRICT
Agenda Item #6.1A
GENERAL BUSINESS
Meeting Date: February 14, 2014

TO: Chairman and the Board of Trustees

FROM: Gary Nordquist, General Manager

SUBJECT: Lease Agreement with the City for Cemetery Property

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees authorize the General Manager to sign the Lease Agreement with the City of Wildomar, as the Lessor of parcels 3 and 4 (APN's 376-060-001-3 and 376-060-016-7) for recreational purposes consistent with California Health and Safety Code § 9054(b).

BACKGROUND/DISCUSSION:

The initial lease agreement with the City, approved in May 2013 was for a term of 1 year. This amended lease will be in effect until either party decides to terminate the agreement. The parcels are used for recreational purposes, specifically baseball and parking for events.

FISCAL IMPACT:

None.

Submitted & Approved by:
Gary Nordquist
General Manager

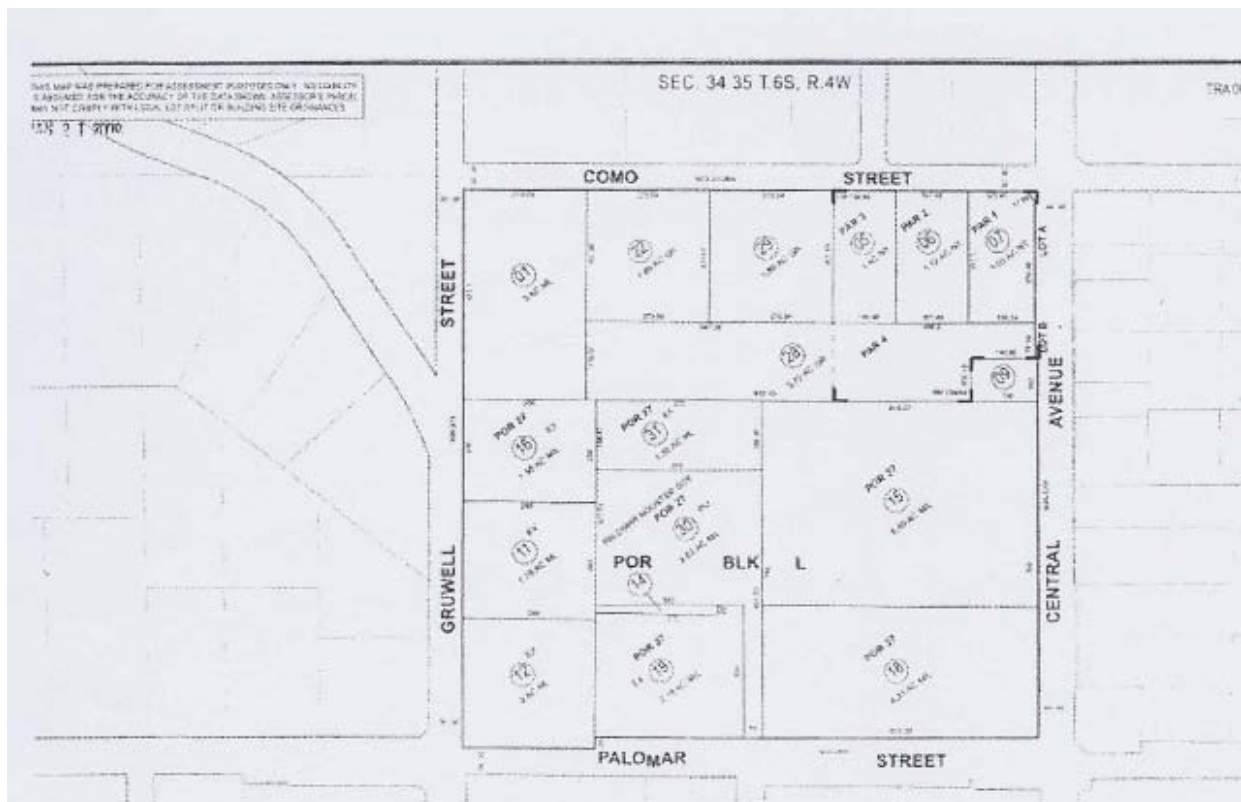
ATTACHMENTS:

First Amendment to Lease Agreement, Wildomar Cemetery District and City of Wildomar

Attachment A

First Amendment to
Lease Agreement with
Wildomar Cemetery District
and the City of Wildomar

APNs: 376-060-001-3
376-060-016-7



FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("First Amendment"), is entered into this 12th day of February, 2014, by and between the CITY OF WILDOMAR, a California general law city ("City"), and WILDOMAR CEMETERY DISTRICT, a public cemetery district established pursuant to the Public Cemetery District Law (Health & Safety Code § 9000 *et seq.*) ("District"), as follows:

RECITALS

- A. City and District entered in a Lease Agreement for certain real property used as baseball fields on May __ 2013 ("Agreement").
- B. Section 2 of the Agreement provides that the Agreement shall have an initial term of one year and granted the City the option to renew the Agreement for two additional one year terms.
- C. This First Amendment amends Section 2 to eliminate the City's options to renew and instead make the term of the Agreement an evergreen term, meaning that the upon the conclusion of the first one year term the term will automatically renew for an additional year, and will continue to renew automatically ever year thereafter.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this First Amendment which modifies and amends the Agreement as follows:

1. **AMENDMENT OF SECTION 2.** Section 2 of the Agreement is amended to read as follows:

"**TERM:** The term of this Lease shall be for a one (1) year period commencing on the day the Declaration of Intention required by Section 3 of this Lease is recorded with the Riverside County Recorder. Upon the conclusion of this one year term, the term of this Lease shall automatically renew for an additional one (1) year period and shall automatically renew every year thereafter for an additional one (1) year period unless a written notice of termination pursuant to Section 4 (Termination Without Cause) is served by either party on the other party at least thirty (30) days before the term is due to renew."

2. **GENERAL PROVISIONS.**

2.1 **Remainder Unchanged.** Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2 **Integration.** This First Amendment consists of pages 1 through 3 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 First Amendment.

2.3 **Effective Date.** This First Amendment shall not become effective until the date it has been formally approved and executed by the appropriate authorities of the City and District.

2.4 **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

2.5 **References.** All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

DISTRICT:
WILDOMAR CEMETERY DISTRICT

Gary Nordquist, General Manager

CITY:
CITY OF WILDOMAR

Gary Nordquist, City Manager

ATTEST:

Debbie Lee, City Clerk

APPROVED AS TO FORM

Thomas D. Jex, City Attorney

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #6.1B
GENERAL BUSINESS
Meeting Date: February 14, 2014

TO: Mayor and City Council Members

FROM: Gary Nordquist, City Manager

SUBJECT: First Amendment to Lease Agreement for Cemetery Property

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to sign the First Amendment to the Lease Agreement, as the Lessee, with Wildomar Cemetery District to lease parcels 3 and 4 (APN's 376-060-001-3 and 376-060-016-7) for recreational purposes consistent with California Health and Safety Code § 9054(b).

BACKGROUND/DISCUSSION:

The initial lease, approved in May 2013 was for a term of 1 year. This amended lease will automatically renew annually until either party decides to terminate the agreement. The parcels are used for recreational purposes, specifically baseball and parking for events.

FISCAL IMPACT:

Costs and revenues are included in the adopted budget for Fiscal Years 2013/14 and 2014/15.

Submitted & Approved by:
Gary Nordquist
City Manager

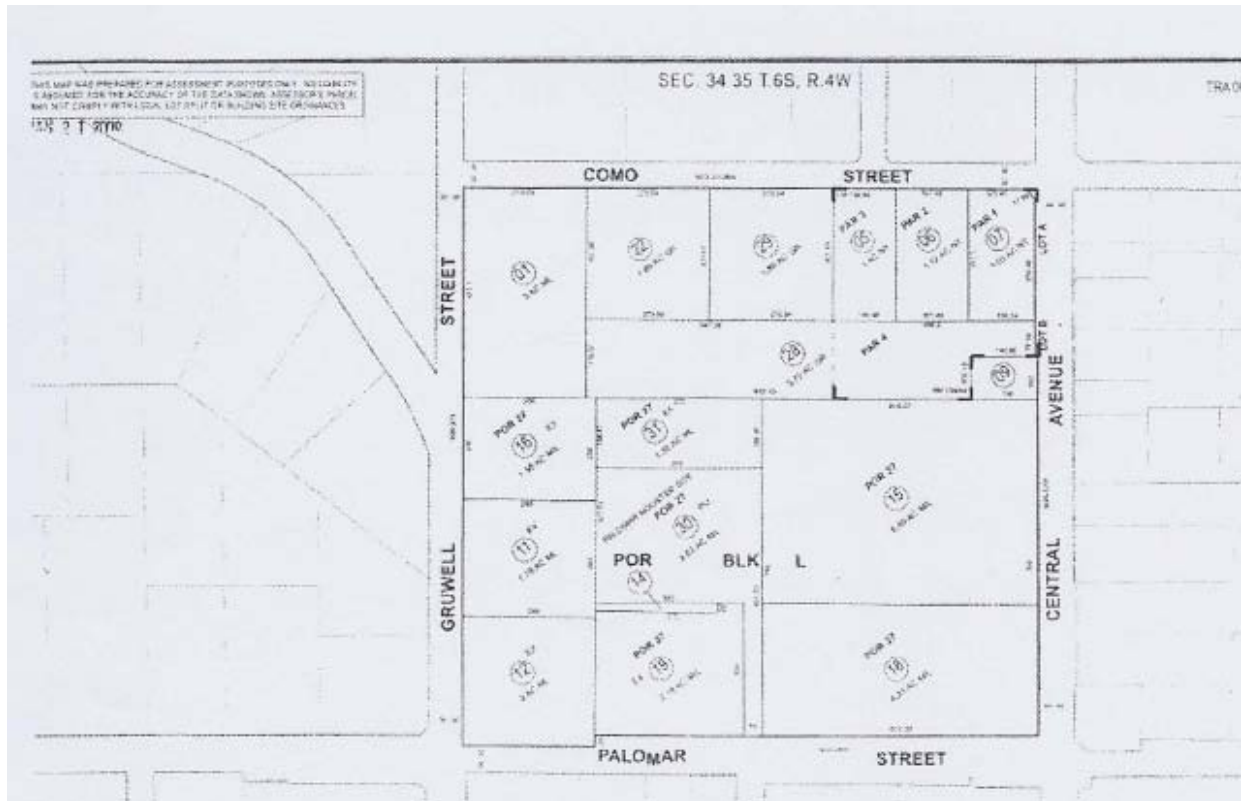
ATTACHMENTS:

(A) First Amendment to Lease Agreement with Wildomar Cemetery District

Attachment A

First Amendment to
Lease Agreement with
Wildomar Cemetery District

APNs: 376-060-001-3
376-060-016-7



FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("First Amendment"), is entered into this 12th day of February, 2014, by and between the CITY OF WILDOMAR, a California general law city ("City"), and WILDOMAR CEMETERY DISTRICT, a public cemetery district established pursuant to the Public Cemetery District Law (Health & Safety Code § 9000 *et seq.*) ("District"), as follows:

RECITALS

- A. City and District entered in a Lease Agreement for certain real property used as baseball fields on May __ 2013 ("Agreement").
- B. Section 2 of the Agreement provides that the Agreement shall have an initial term of one year and granted the City the option to renew the Agreement for two additional one year terms.
- C. This First Amendment amends Section 2 to eliminate the City's options to renew and instead make the term of the Agreement an evergreen term, meaning that the upon the conclusion of the first one year term the term will automatically renew for an additional year, and will continue to renew automatically ever year thereafter.

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all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

2.3 **Effective Date.** This First Amendment shall not become effective until the date it has been formally approved and executed by the appropriate authorities of the City and District.

2.4 **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

2.5 **References.** All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

DISTRICT:
WILDOMAR CEMETERY DISTRICT

Gary Nordquist, General Manager

CITY:
CITY OF WILDOMAR

Gary Nordquist, City Manager

ATTEST:

Debbie Lee, City Clerk

APPROVED AS TO FORM

Thomas D. Jex, City Attorney