

CITY OF WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT AGENDA

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

SEPTEMBER 14, 2016
Council Chambers
23873 Clinton Keith Road, Suite 106, Wildomar CA



Bridgette Moore, Mayor/Chair, District 4
Timothy Walker, Mayor Pro Tem/Vice Chair, District 3
Ben Benoit, Council Member/Trustee, District 1
Bob Cashman, Council Member/Trustee, District 2
Marsha Swanson, Council Member/Trustee, District 5

Gary Nordquist
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA SEPTEMBER 14, 2016

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

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

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

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

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

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

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

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matters of pending litigation:
 - A. City of Wildomar v. Rostai Investment Properties; RSC Case No. MCC 1300122
 - B. SoCal Environmental Justice Alliance v. City of Wildomar and Strata Baxter, LLC; RSC Case No. RIC 1610333
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 one matter of potential exposure to litigation.

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

Sea Scouts

PRESENTATIONS

1. David Brown Middle School Choir
2. Girl Scout Troop 90 Recognition
3. Boy Scout Troop 2011 Recognition
4. Sea Scout Recognition – Matthew Wolfslau
5. 4-H Club Presentation
6. Library Update – Melina Velazquez
7. Proclamation – Constitution Week, September 17 - 23
8. Proclamation – National Step Family Day – September 16

PUBLIC COMMENTS

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

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

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

COUNCIL COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

1.0 CONSENT CALENDAR

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

1.1 Reading of Ordinances

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

1.2 Minutes – May 11, 2016 Regular Meeting

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

1.3 Minutes – June 8, 2016 Regular Meeting

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

1.4 Minutes – July 13, 2016 Regular Meeting

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

1.5 Minutes – August 10, 2016 Regular Meeting

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

1.6 Minutes – August 24, 2016 Special Meeting

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

1.7 Warrant & Payroll Registers

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

1. Warrant Register dated 08-04-2016 in the amount of \$91,921.89;
2. Warrant Register dated 08-04-2016 in the amount of \$27,468.97;
3. Warrant Register dated 08-11-2016 in the amount of \$90,609.05;
4. Warrant Register dated 08-11-2016 in the amount of \$542,226.98;
5. Warrant Register dated 08-18-2016 in the amount of \$265,828.67;
6. Warrant Register dated 08-18-2016 in the amount of \$49,587.62;
7. Warrant Register dated 08-25-2016 in the amount of \$12,336.60;
8. Warrant Register dated 08-25-2016 in the amount of \$316,335.99; &
9. Payroll Register dated 09-01-2016 in the amount of \$76,235.17.

1.8 Treasurer's Report

RECOMMENDATION: Staff recommends that the City Council approve the Treasurer's Report for July, 2016.

1.9 FY 2016 Emergency Management Performance Grant (EMPG) Program Award

RECOMMENDATION: Staff recommends that the City Council accept \$10,232 in funding from Riverside County's FY 2016 EMPG Program and adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, APPROVING PARTICIPATION IN THE FY 2016
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)
PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE
ALL NECESSARY DOCUMENTS FOR AND ON BEHALF OF THE CITY

1.10 Parcel Map No. 32257 (PA 16-0075) - Receive and File

RECOMMENDATION: Staff recommends the City Council receive and file the report of the Planning Commission's approval.

1.11 Tentative Tract Map No. 33543 (PA 16-0063) - Receive and File

RECOMMENDATION: Staff recommends the City Council receive and file the report of the Planning Commission's approval.

1.12 Tentative Tract Map No. 31896 (PA 16-0052) - Receive and File

RECOMMENDATION: Staff recommends the City Council receive and file the report of the Planning Commission's approval.

1.13 Tri-Party Consultant Service Agreement for the Milestone RV/Boat Storage Project Mitigated Negative Declaration (PA No. 16-0095)

RECOMMENDATION: Staff recommends that the City Council:

1. Authorize the City Manager to execute a Tri-Party Consultant Service Agreement between the City of Wildomar, Milestone Wildomar, LLC/Milestone Land Company, LLC, and Matthew Fagan Consulting Services, Inc. to prepare the Initial Study/Mitigated Negative Declaration for the Milestone RV/Boat Storage Project; and
2. Authorize the City Manager to execute a Consultant Services Agreement between the City of Wildomar and Matthew Fagan Consulting Services, Inc. for the preparation of Initial Study/Mitigated Negative Declaration for the Milestone RV/Boat Storage Project.

1.14 Publicly Available Pay Schedule

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

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, APPROVING AND ADOPTING A CITY-WIDE SALARY
AND PAY SCHEDULE

1.15 Wildomar Square Memorandum of Understanding (MOU) – LED Freeway Oriented Signage (PA 16-0064)

RECOMMENDATION Staff recommends that the City Council authorize the City Manager to execute the Commercial Shopping Center Freeway Oriented Sign Memorandum of Understanding with DH Holdings, Inc. for the Wildomar Square Retail Center.

1.16 Ordinance No. 123 Second Reading - Zoning Ordinance Amendment No. 16-04 – L.E.D Signs in Commercial Retail Shopping Centers

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

ORDINANCE NO. 123
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO SECTION 15061(B)(3) AND SECTION 15311(A) OF CEQA AND APPROVING ZONING ORDINANCE AMENDMENT NO. 16-04 AMENDING CHAPTER 17.252 (SIGN REGULATIONS) OF THE WILDOMAR MUNICIPAL CODE RELATED TO ELECTRONIC MESSAGE

FREEWAY SIGNAGE FOR COMMERCIAL RETAIL SHOPPING
CENTERS IN THE C/1-C-P AND C-P-S ZONES ADJACENT TO
INTERSTATE 15 FREEWAY

- 1.17 **Ordinance No. 124 Second Reading – City Council Call For Review**
RECOMMENDATION: Staff recommends that the City Council adopt
an Ordinance entitled:

ORDINANCE NO. 125
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.12.160,
16.12.220 AND 16.12.240 OF THE WILDOMAR MUNICIPAL CODE TO
MAKE THE APPEAL PERIOD FOR SUBDIVISION MAPS CONSISTENT
WITH THE APPEAL PERIOD FOR ZONING APPROVALS, AND ADDING
SECTION 2.04.050 TO THE WILDOMAR MUNICIPAL CODE TO ALLOW
FOR CITY COUNCIL REVIEW OF SUBDIVISION AND ZONING
MATTERS

2.0 PUBLIC HEARINGS

2.1 Consideration of Territory to be Annexed to Community Facilities District No. 2013-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2013-1 (Services), Annexation No. 10

RECOMMENDATION: Staff recommends that the City Council:

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

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO
THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A
SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED
TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
(ANNEXATION NO. 10)

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

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 10

3.0 GENERAL BUSINESS

3.1 Tiny House Village Meeting

RECOMMENDATION: Staff recommends that the City Council authorize hosting a Tiny House Village meeting on Thursday September 22, 2016, from 4:30-7:30pm.

3.2 City Council Salary Ordinance

RECOMMENDATION: Staff recommends that the City Council introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 2.04.040 OF THE WILDOMAR MUNICIPAL CODE TO INCREASE THE CITY COUNCIL SALARY TO \$400.00 PER MONTH

CITY MANAGER REPORT

November 8, 2016 General Municipal Election Update

CITY ATTORNEY REPORT

Discussion of SB 1436

FUTURE AGENDA ITEMS

ADJOURN THE CITY COUNCIL

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

PUBLIC COMMENTS

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

4.0 CONSENT CALENDAR

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

4.1 Minutes – March 9, 2016 Regular Meeting

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

4.2 Minutes – April 13, 2016 Regular Meeting

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

4.3 Minutes – May 11, 2016 Regular Meeting

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

4.4 Minutes – June 8, 2016 Regular Meeting

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

4.5 Minutes – July 13, 2016 Regular Meeting

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

4.6 Minutes – August 10, 2016 Regular Meeting

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

4.7 Warrant Register

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

1. Warrant Register dated 08-04-2016, in the amount of \$801.14;
2. Warrant Register dated 08-04-2016, in the amount of \$2,176.18;
3. Warrant Register dated 08-11-2016, in the amount of \$376.13;
4. Warrant Register dated 08-18-2016, in the amount of \$1,171.80;
5. Warrant Register dated 08-18-2016, in the amount of \$650.00; &
6. Warrant Register dated 08-25-2016, in the amount of \$1,059.43.

4.8 Treasurer's Report

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Treasurer's Report for July, 2016.

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There are no items scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

City Council/Wildomar Cemetery District Regular Meeting Schedule

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

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 September 10, 2016, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

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



Debbie A. Lee, CMC
City Clerk/HR/Risk Manager

**CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
MAY 11, 2016**

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

The regular meeting of May 11, 2016, of the Wildomar City Council was called to order by Mayor Moore at 6:31 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

The flag salute was led by Councilman Bob Cashman.

PRESENTATIONS

Mayor Moore presented certificates to the Care Rite Volunteers for all of their work they do for the community.

Melina Velasquez presented the Library update.

Mayor Moore presented a certificate to Dr. Jon Hurst in honor of his retirement.

California Family Life Center Planet Youth Program was scheduled for next month as they had an emergency and had to leave.

Mayor Moore presented a Proclamation for Mental Health Month, May, 2016.

Fire Chief Phillips presented the Fire Department Update.

PUBLIC COMMENTS

Ms. Miller, resident, spoke regarding the June election.

Ken Mayes, resident, spoke regarding the guard rail at Palomar and Mission Trail.

Ann Kiggins, resident, spoke regarding information on Wildomar bike trails.

COUNCIL COMMUNICATIONS

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

APPROVAL OF THE AGENDA AS PRESENTED

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

MOTION carried, 4-0-0, by the following vote:

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

1.0 CONSENT CALENDAR

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

MOTION carried, 4-0-0, by the following vote:

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

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances.

1.2 Minutes – February 16, 2016 Special Meeting

Approved the Minutes as submitted.

1.3 Minutes – February 24, 2016 Special Meeting

Approved the Minutes as submitted.

1.4 Warrant & Payroll Registers

Approved the following:

1. Warrant Register dated 04-07-2016 in the amount of \$68,648.80;
2. Warrant Register dated 04-07-2016 in the amount of \$35,098.47;
3. Warrant Register dated 04-14-2016 in the amount of \$462,145.14;
4. Warrant Register dated 04-21-2016 in the amount of \$69,284.91;
5. Warrant Register dated 04-26-2016 in the amount of \$310.50;
6. Warrant Register dated 04-28-2016 in the amount of \$48,720.44; &
7. Payroll Register dated 05-01-2016 in the amount of \$66,220.44.

1.5 Treasurer's Report

Approved the Treasurer's Report for March, 2016.

1.6 Wildland Fire Protection Agreement for FY 2016/17

Adopted a Resolution entitled:

RESOLUTION NO. 2016 - 25
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, APPROVING THE AGREEMENT WITH THE
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)
FOR WILDLAND FIRE PROTECTION SERVICES FROM JULY 1, 2016
TO JUNE 30, 2017

1.7 CALRecycle Beverage Container Recycling City/County Payment Program

Adopted a Resolution entitled:

RESOLUTION NO. 2016 - 26
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING THE SUBMITTAL OF APPLICATION FOR
THE BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT
PROGRAMS AND AUTHORIZING THE CITY MANAGER TO EXECUTE
ALL NECESSARY DOCUMENTS FOR AND ON BEHALF OF THE CITY

1.8 Auditing Services Contract – Teaman, Ramirez & Smith, Inc.

Approved a three year contract with external auditors Teaman, Ramirez & Smith to provide audit services and preparation of required reports for fiscal years 2015/16 through 2017/18 and authorize the City Manager to execute the contract.

1.9 Landscaping and Lighting Maintenance District No. 89-1-Consolidated

Adopted a Resolution entitled:

RESOLUTION NO. 2016 - 27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2016-17 FOR ALL ZONES OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE CITY OF WILDOMAR PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972

1.10 Landscaping and Lighting Maintenance District No. 89-1-Consolidated

1. Adopted a Resolution entitled:

RESOLUTION NO. 2016 - 28
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE ANNUAL ENGINEER'S REPORT REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR ALL ZONES OF LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED, FISCAL YEAR 2016-17

2. Adopted a Resolution entitled:

RESOLUTION NO. 2016 - 29
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN ALL ZONES OF LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED, FISCAL YEAR 2016-17

1.11 Community Service Areas Notice of Intent to Establish Charges for FY 2016-17

Adopted a Resolution entitled:

RESOLUTION NO. 2016 - 30
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, SETTING THE PUBLIC HEARING TO ESTABLISH SERVICE AREA CHARGES WITHIN THE CITY FOR FISCAL YEAR 2016-17

1.12 Receive and File Tentative Parcel Map No. 37048

Received and filed the report.

1.13 Amendment #1 to the Westpark Promenade EIR Tri-Party Consultant

Agreement

Authorized the City Manager to execute Amendment #1 to the Westpark Promenade EIR Tri-Party Consultant Agreement between the City of Wildomar, Golden Eagle Multi-Family Properties, LLC, and ESA Associates, Inc.

2.0 PUBLIC HEARINGS

There were no public hearings scheduled.

3.0 GENERAL BUSINESS

3.1 Standrod General Plan Amendment Initiation Proposal (GPIP) - Planning Application No. 16-0028

City Clerk Lee read the title.

Planning Director Bassi presented the staff report.

Dennis Stanrod, applicant, presented their proposal.

Discussion ensued regarding the proposal, especially the high density which was not desired.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Walker, you have heard our concerns and the applicant can initiate the process for the General Plan Amendment, if the Applicant so chooses. However the Applicant should be fully aware of the concerns expressed by the Council.

MOTION carried, 4-0-0, by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Swanson

3.2 Transition Year Debt Forgiveness

City Clerk Lee read the title.

Assistant City Manager York presented the staff report.

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

RESOLUTION NO. 2016 - 31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RECIEVING THE ACKNOWLEDGMENT OF SATISFACTION FROM RIVERSIDE COUNTY RELATING TO THE AGREEMENTS OF ACCORD AND SATISIFACTON RELATED TO THE FOREGIVNESS OF CERTIAN MONETARY OBLIGATIONS EXECUTED ON OR ABOUT NOVEMBER 17, 2015 BY RIVERSIDE COUNTY

MOTION carried, 4-0-0, by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Swanson

CITY MANAGER REPORT

Assistant City Manager York presented the City Manager report.

FUTURE AGENDA ITEMS

*Donation boxes on private property and in the public right of ways regulations

ADJOURN THE CITY COUNCIL

There being no further business, Mayor Moore declared the meeting adjourned at 7:48 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Bridgette Moore
Mayor

**CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
JUNE 8, 2016**

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

The closed session of June 8, 2016, of the Wildomar City Council was called to order by Mayor Moore at 5:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

PUBLIC COMMENTS

There were no speakers.

CLOSED SESSION

City Clerk Lee read the following:

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation: City of Wildomar v. Rostai Investment Properties; RSC Case No. MCC 1300122.

2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:

Property: APN 365-061-034, 365-061-029, 365-061-028; 32444 & 32430 Mission Trail, Wildomar, CA

Agency negotiators: Gary Nordquist

Negotiating parties: Kevin Randolph

Under negotiation: Instruction regarding price and terms of payment.

The Council convened into closed session at 5:31 p.m. with all Council Members present.

RECONVENE INTO OPEN SESSION

At 6:33 p.m. the City Council reconvened into open session, with all Council

Members present.

ANNOUNCEMENTS

City Attorney Jex stated there was no reportable action.

ADJOURN CLOSED SESSION

There being no further business, Mayor Moore adjourned the closed session at 6:33 p.m.

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

The regular meeting of June 6, 2016, of the Wildomar City Council was called to order by Mayor Moore at 6:33 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

The flag salute was led by Mayor Pro Tem Walker.

PRESENTATIONS

Mayor Moore presented the 5 Year Employee Service Pin to Janet Morales, Sr. Administrative Analyst

A presentation was given by Greg Cleave of the Elsinore High School Social/Emotional Learning.

The California Family Life Center Planet Youth Program gave a presentation of their program.

The Healthy Cities Steps gave a presentation of their program.

There was no Fire Department update given.

PUBLIC COMMENTS

Ken Mayes, resident, spoke regarding lack of cooling centers.

Ms. Miller, resident, spoke regarding the June election.

Erin Hartley, ALS run, thanked the City for the support they received for the race.

COUNCIL COMMUNICATIONS

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

APPROVAL OF THE AGENDA AS PRESENTED

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

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

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

NAY: None

ABSTAIN: None

ABSENT: None

1.0 CONSENT CALENDAR

City Clerk Lee advised there are speakers for items on the Consent Calendar.

Ms. Miller, resident, speaking on item #1.4, stated her opposition.

Ken Mayes, resident, speaking on item #1.6, #1.11, and #1.13, spoke regarding his displeasure.

Councilwoman Swanson stated that item #1.10 is a vacancy for the Planning Commission and she wanted everyone to know.

A MOTION was made by Councilwoman Swanson, seconded by Mayor Pro Tem Walker, to approve the Consent Calendar as presented.

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

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

NAY: None

ABSTAIN: None

ABSENT: None

Mayor Moore thanked PV Maintenance and their employees for all of the hard work and support of the City.

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances.

1.2 Warrant & Payroll Registers

Approved the following:

1. Warrant Register dated 05-05-2016 in the amount of \$197,727.66;
2. Warrant Register dated 05-05-2016 in the amount of \$9,114.50;
3. Warrant Register dated 05-12-2016 in the amount of \$289,667.12;
4. Warrant Register dated 05-19-2016 in the amount of \$440,245.09;
5. Warrant Register dated 05-26-2016 in the amount of \$616,056.37; &
6. Payroll Register dated 06-01-2016 in the amount of \$76,676.02.

1.3 Treasurer's Report

Approved the Treasurer's Report for April, 2016.

1.4 Tentative Tract Map 29476 - Final Tract Map Approval, Subdivision Improvement Agreement, Lien Agreement, Stormwater Management/BMP Facilities Agreement

1. Adopted a Resolution entitled:

RESOLUTION NO. 2016 - 32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE TRACT MAP 29476 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT AND LIEN AGREEMENT

2. Authorized the City Manager to execute the Stormwater Management/BMP Facilities Agreement for the tract's Water Quality Management Plan (WQMP).

1.5 Amendment to Consultant Service Agreement with PV Maintenance for Public Works Maintenance Services

Authorized the City Manager to execute the amendment to the Consultant Services Agreement with PV Maintenance, Inc for public works maintenance and maintenance management services.

1.6 Marna O'Brien Park ADA Swing Re-Installation Project (CIP 036) Notice of Completion

Adopted a resolution entitled:

RESOLUTION NO. 2016 - 33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, TO ACCEPT THE MARNA O'BRIEN PARK ADA SWING RE-INSTALLATION PROJECT (CIP 036) AS COMPLETE, AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

1.7 Master Drainage Plan Lateral C-1 Storm Drain Project No. 7-0-00076 (CIP 0030) Award of Contract

Authorized the City Manager to execute a construction contract with Mamco, Inc. dba Alabbasi in the amount of \$1,634,444.00 for the Master Drainage Plan Lateral C-1 Project No. 7-0-00076 (CIP 0030).

1.8 Appropriations Limit for FY 2016-17

Adopted a Resolution entitled:

RESOLUTION NO. 2016 - 34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016-17

1.9 Landscape Plan Check and Inspection Services Consultant Service Agreements

1. Authorized the City Manager to execute a Consultant Services Agreement between the City of Wildomar and LandArq, Inc. (Attachment A); and
2. Authorized the City Manager to execute a Consultant Services Agreement between the City of Wildomar and Architerra Design Group, Inc. (Attachment B)

1.10 Planning Commission Vacancy

1. Accepted the resignation of Planning Commissioner Dan Bidwell;
2. Declared a vacancy on the Planning Commission; and
3. Directed the City Clerk to advertise the vacancy and accept applications for the unexpired term of office (December, 2016).

1.11 Police Services Contract Renewal

Approved the Agreement for Law Enforcement Services between the City of Wildomar and the County of Riverside.

1.12 Notice of Intent to Hold a Public Hearing for Placing Liens on Parcels with Unpaid Charges on Trash Collection Services

Provided a Notice of Intent to hold a Public Hearing on July 13, 2016, for placing liens on parcels with unpaid charges on trash collection services.

1.13 Letter of Support for Transportation NOW (T-NOW)

Authorized the Mayor to sign a letter of support for the Transportation Now (T-NOW) of Western Riverside County Local Transit Coalition Grant Application.

2.0 PUBLIC HEARINGS

2.1 FY 2015-16 Third Quarter Budget Report and Fourth Quarter Forecast

City Clerk Lee read the title.

City Manager Nordquist presented the staff report.

A MOTION was made by Councilman Benoit, seconded by Councilwoman Swanson, to adopt a Resolution entitled:

RESOLUTION NO. 2016 - 35
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS TO THE
FY 2015-16 BUDGETED REVENUES AND EXPENSES

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

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

NAY: None

ABSTAIN: None

ABSENT: None

2.2 FY 2016/17 Budget Amendments

City Clerk Lee read the title.

City Manager Nordquist presented the staff report.

Magda Stewart, Trauma Intervention Programs (TIP), spoke regarding funding the program and she gave a handout to the Council.

A MOTION was made by Councilwoman Swanson, seconded by Councilman Benoit, to adopt a Resolution entitled:

RESOLUTION NO. 2016 - 36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE FY 2016/17 BUDGETED REVENUES AND EXPENSES AND RECLASSIFICATION OF BUILDING OFFICIAL AND DEPARTMENT DIRECTORS POSITIONS

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

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

NAY: None

ABSTAIN: None

ABSENT: None

3.0 GENERAL BUSINESS

3.1 Planning Commissioner Appointment (Councilwoman Swanson Appointment)

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

Councilwoman Swanson stated she would like to appoint Kim Strong.

Ken Mayes, resident, stated the advertising was not done in accordance with the Maddy Act.

City Clerk Lee stated the notice was posted as required.

Kim Strong introduced herself.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Walker, to appoint Kim Strong to serve as a Commissioner on the

Planning Commission for an unexpired term of December, 2018.

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

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

NAY: None

ABSTAIN: None

ABSENT: None

3.2 Calling a General Municipal Election on November 8, 2016

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

A MOTION was made by Councilman Benoit, seconded by Councilwoman Swanson, to adopt a Resolution entitled:

RESOLUTION NO. 2016 - 37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN OFFICERS IN DISTRICTS 2 AND 4 AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

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

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

NAY: None

ABSTAIN: None

ABSENT: None

3.3 Municipal Code Amendments

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

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

ORDINANCE NO. 120

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 1.01.040.C CHANGING WHEN THE MUNICIPAL CODE IS UPDATED; AMENDING

SECTION 2.24.060 CHANGING THE APPOINTMENT OF CHAIR AND VICE CHAIR AND WHEN MEETINGS ARE HELD FOR THE PLANNING COMMISSION; AMENDING SECTION 3.44.360.F ACCOUNTING AND ADMINISTRATION FOR THE LAND MANAGEMENT SYSTEM FEE SURCHARGE; AND AMENDING CHAPTER 10.20 OF THE WILDOMAR MUNICIPAL CODE BY REPEALING SECTION 10.20.160.A.3

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

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

NAY: None

ABSTAIN: None

ABSENT: None

3.4 Notice of Non-Renewal to Solid Waste Franchisees

City Clerk Lee read the title.

City Manager Nordquist presented the staff report.

A MOTION was made by Mayor Pro Tem Walker, seconded by Councilwoman Swanson, to direct the Franchise Subcommittee and Staff to continue discussions with the waste haulers, deferring the discussion of notification of non-renewal until February 2017.

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

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

NAY: None

ABSTAIN: None

ABSENT: None

CITY MANAGER REPORT

City Manager Nordquist presented the report.

FUTURE AGENDA ITEMS

*Reduce cost on single family dwelling

*Planet Youth Program

ADJOURN THE CITY COUNCIL

There being no further business, Mayor Moore declared the meeting adjourned at 8:20 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Bridgette Moore
Mayor

**CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
JULY 13, 2016**

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

The regular meeting of July 13, 2016, of the Wildomar City Council was called to order by Mayor Moore at 6:31 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California and Via La Estancia Lobby, Camino Viejo a San Jose Cabo San Lucas KM 0.5, Col. El Medano, Cabo San Lucas, BCS Mexico 23450.

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

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

The flag salute was led by Councilman Cashman.

PRESENTATIONS

There was no Fire Department update.

PUBLIC COMMENTS

Ken Mayes, resident, stated various items he was disappointed in.

Ms. Miller, resident, spoke about the environment and gun violence.

COUNCIL COMMUNICATIONS

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

APPROVAL OF THE AGENDA AS PRESENTED

Councilman Cashman requested that item #3.1 be moved to before Public Hearings.

A MOTION was made by Mayor Pro Tem Walker, seconded by Councilwoman Swanson, to move item #3.1 to before Public Hearing and approve the agenda.

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

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

NAY: None

ABSTAIN: None

ABSENT: None

1.0 CONSENT CALENDAR

City Clerk Lee advised there are speakers on the Consent Calendar.

Ken Mayes, resident, speaking on item #1.6 and #1.8, stated his concerns.

Joseph Morabito, resident, speaking on item #1.8, stated his concerns.

Mayor Pro Tem Walker addressed the Grand Jury report and the comments made. The Malaga property is an entrance park not meant for sports, etc.

Councilwoman Swanson agreed with Mayor Pro Tem Walker regarding the Malaga property. She urged the citizens to come to the City and discuss the issues and not run immediately to the Grand Jury.

Mayor Moore stated the City does post and goes above and beyond.

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

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

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

NAY: None

ABSTAIN: None

ABSENT: None

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances.

1.2 Warrant & Payroll Registers

Approved the following:

1. Warrant Register dated 06-02-2016 in the amount of \$15,707.26;
2. Warrant Register dated 06-07-2016 in the amount of \$3,005.18;
3. Warrant Register dated 06-09-2016 in the amount of \$425,524.62;
4. Warrant Register dated 06-16-2016 in the amount of \$378,038.38;
5. Warrant Register dated 06-23-2016 in the amount of \$161,025.09
6. Warrant Register dated 06-30-2016 in the amount of \$238,330.30; &
7. Payroll Register dated 07-01-2016 in the amount of \$109,456.77.

1.3 Treasurer's Report

Approved the Treasurer's Report for May, 2016.

1.4 Contract Award for Website Re-Design and Maintenance

Authorized the City Manager to enter into a Professional Services Agreement with Reliance Communications, LLC o/a CivicLive.

1.5 National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit: Santa Margarita River Watershed Management Area Implementation Agreement

Authorized the Mayor to execute the Implementation Agreement.

1.6 Malaga Road Quitclaim Deed Acceptance for Mini Park Improvements

Adopted a Resolution entitled:

RESOLUTION NO. 2016 - 38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING A QUITCLAIM DEED FROM THE COUNTY OF RIVERSIDE FOR MALAGA ROAD, ENCOMPASSING COUNTY ASSESSOR'S PARCELS 365-051-001, 026

1.7 Annual Housing Element Progress Report

Received and filed the report.

1.8 Grand Jury Report Regarding Posting Notice of Unscheduled Vacancies

Received and filed this report.

1.9 Changes to Classification and Compensation Plan

Adopted a Resolution entitled:

RESOLUTION NO. 2016 - 39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, UPDATING THE CLASSIFICATION/COMPENSATION

PLAN FOR THE BUILDING OFFICIAL POSITION AND THE
DEPARTMENT HEAD LEVEL POSITIONS CATEGORY IN
ACCORDANCE WITH ORDINANCE NO. 96.

1.10 Ordinance 120 Second Reading – Municipal Code Amendments

Adopted an Ordinance entitled:

ORDINANCE NO. 120

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AMENDING SECTION 1.01.040.C
CHANGING WHEN THE MUNICIPAL CODE IS UPDATED; AMENDING
SECTION 2.24.060 CHANGING THE APPOINTMENT OF CHAIR AND
VICE CHAIR AND WHEN MEETINGS ARE HELD FOR THE PLANNING
COMMISSION; AMENDING SECTION 3.44.360.F ACCOUNTING AND
ADMINISTRATION FOR THE LAND MANAGEMENT SYSTEM FEE
SURCHARGE; AND AMENDING CHAPTER 10.20 OF THE WILDOMAR
MUNICIPAL CODE BY REPEALING SECTION 10.20.160.A.3

ITEMS TAKEN OUT OF ORDER

3.1 Planning Commissioner Appointment (Councilman Cashman Appointment)

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

Councilman Cashman stated he would like to appoint Sydney York to the Planning Commission.

Mr. York introduced himself to everyone.

Ken Mayes, resident, stated the special vacancy was posted.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Walker, to appoint Sydney York to serve as a Commissioner on the Planning Commission for an unexpired term of December, 2016.

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

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

NAY: None

ABSTAIN: None

ABSENT: None

2.0 PUBLIC HEARINGS

2.1 Trash Collection Services Liens

City Clerk Lee read the title.

Finance Director Riley presented the staff report.

Mayor Moore opened the public hearing.

Councilman Cashman inquired if any of the residents wrote or contacted the waste haulers regarding this.

Waste Management and CR&R stated no.

Discussion ensued regarding the number of properties and recurrence of the same properties.

There being no speakers Mayor Moore closed the public hearing.

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

RESOLUTION NO. 2016 - 40
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, CONFIRMING THE REPORT OF DELINQUENT TRASH
ACCOUNTS AND REQUESTING THE DELINQUENCIES BE PLACED
ON THE PROPERTY TAX ROLL

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

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

NAY: None

ABSTAIN: None

ABSENT: None

2.2 Levy and Collection of Special Taxes within Community Facilities District No. 2013-1 (Services) for Fiscal Year 2016-17

City Clerk Lee read the title.

Assistant City Manager York presented the staff report.

Mayor Moore opened the public hearing.

Ms. Miller, resident, inquired if this has been built yet.

Assistant City Manager York stated this District has some that is built and some that isn't.

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

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

RESOLUTION NO. 2016 - 41
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL
TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2013-1
(SERVICES) FOR FISCAL YEAR 2016-17

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

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

NAY: None

ABSTAIN: None

ABSENT: None

2.3 Landscaping and Lighting Maintenance District No. 89-1-Consolidated & Street Lighting Zones

City Clerk Lee read the title.

Assistant City Manager York presented the staff report.

Mayor Moore opened the public hearing.

There being no speakers Mayor Moore closed the public hearing.

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

RESOLUTION NO. 2016 - 42
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR
ALL ZONES, OF LANDSCAPING AND LIGHTING MAINTENANCE

DISTRICT NO. 89-1-CONSOLIDATED OF THE CITY OF WILDOMAR
AND LEVYING ASSESSMENTS ON ALL LOTS AND PARCELS OF
LAND THEREIN FOR FISCAL YEAR 2016-17; AND AUTHORIZE THE
COUNTY OF RIVERSIDE TO ADMINISTER THE LANDSCAPING AND
LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED
BUDGET FOR FISCAL YEAR 2016-17

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

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

NAY: None

ABSTAIN: None

ABSENT: None

2.4 Community Service Area Charges for FY 2016-17

City Clerk Lee read the title.

Assistant City Manager York presented the staff report.

Mayor Moore opened the public hearing.

There being no speakers Mayor Moore closed the public hearing.

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

RESOLUTION NO. 2016 - 43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING COMMUNITY SERVICE AREA CHARGES
WITHIN THE CITY FOR FISCAL YEAR 2016-2017

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

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

NAY: None

ABSTAIN: None

ABSENT: None

2.5 Baxter Village Mixed Use Project

City Clerk Lee read the title.

Planning Director Bassi presented the staff report.

Mayor Moore opened the public hearing.

Eric Flodine, applicant, presented the project.

City Clerk Lee stated there was an email received from Robert Powers; a letter from Blum Collins, LLP with an attachment; and a letter from Best, Best & Krieger answering the letter from Blum Collins, LLP. The City Council has been provided with all of these.

SPEAKERS:

Ms. Miller, resident, stated her opposition to the project.

Ken Mayes, resident, stated his opposition to the project and to tear down the Brown House.

Joseph Morabito, resident, stated his concerns of the Brown House and that it is unfair to encumber the applicant with it.

George Taylor, resident, stated perhaps the Brown House should just be fixed as a façade.

Gina Castanon, resident, read a statement by Kristen Lloyd of the Historical Society stating she would like the original conditions honored in keeping the Brown House. She then stated comments on the project and the inconsistencies in how long it will take to get the project built.

Josh Bourgeois, So Cal Environmental Justice Alliance, spoke opposing the project siting air quality.

Andy Morris, resident and business owner, spoke in favor of the project. The Brown House should not be encumbered on the developer.

Jeff Rosen, Cornerstone Community Church, stated they are in favor of the project.

Michael Smith, resident, stated his concerns regarding the traffic the project will create.

Sharon Heil, resident, stated she is in agreement with Ms. Castanon and Mr. Taylor regarding the Brown House.

Mayor Moore closed the public hearing.

City Council discussion ensued regarding the repairs to the Brown House; the condition regarding the Brown House; improvements regarding traffic signals.

Mayor Moore reopened the Public Hearing.

George Cambero, resident, stated they have been working with the applicant since 2012. He understands both sides of the Brown House issues.

There being no further speakers Mayor Moore closed the Public Hearing.

Further Council discussion ensued regarding drainage; road alignments; and an agreement regarding the Brown House.

Mayor Moore reopened the Public Hearing.

City Attorney Jex stated a new Condition of Approval #39 would state: "Prior to January 13, 2017 or recordation of TTM 36674, the Applicant shall enter into a Relocation Agreement with the Wildomar Historical Society to determine the best solution for relocation of the Brown House and Tower which are temporarily stored on the project site. A copy of this Agreement, or written proof of good faith efforts to reach such Agreement, shall be provided to the Planning Department prior to recordation of the tract map." This would be for the Plot Plan as well.

Mr. Flodine agreed to the change.

Mayor Moore closed the Public Hearing.

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

RESOLUTION NO. 2016 - 44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (SCH# 2014121047), INCLUDING ADOPTION OF THE FINAL EIR, FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE BAXTER VILLAGE MIXED-USE PROJECT (PLANNING APPLICATION NO. 14-0002) CONSISTING

OF A GENERAL PLAN AMENDMENT, CHANGE OF ZONE,
TENTATIVE TRACT MAP (TTM 36674) AND PLOT PLAN ON
APPROXIMATELY 35.48 ACRES LOCATED AT THE NORTHWEST
CORNER OF BAXTER ROAD AND I-15 FREEWAY (APN: 367-180-
015 & 367-180-043)

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

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

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

RESOLUTION NO. 2016 - 45
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING A GENERAL PLAN
AMENDMENT (PLANNING APPLICATION NO. 14-0002) TO
CHANGE THE EXISTING LAND USE DESIGNATION ON
APPROXIMATELY 35.48 ACRES FROM MIXED USE PLANNING
AREA (MUPA) TO MEDIUM HIGH DENSITY RESIDENTIAL (MHDR),
VERY HIGH DENSITY RESIDENTIAL (VHDR) AND COMMERCIAL
RETAIL (CR) TO ACCOMMODATE BAXTER VILLAGE MIXED-USE
PROJECT (PLANNING APPLICATION NO. 14-0002) LOCATED AT
THE NORTHWEST CORNER OF BAXTER ROAD AND I-15
FREEWAY (APN: 367-180-015 & 367-180-043)

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

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

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

ORDINANCE NO. 121
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE

(PLANNING APPLICATION NO. 14-0002) TO REMOVE THE MIXED-USE OVERLAY DISTRICT FROM THE ENTIRE SITE AND TO CHANGE THE EXISTING ZONING DESIGNATION ON A PORTION OF THE SITE FROM SCENIC HIGHWAY COMMERCIAL (C-P-S) TO R-3 (GENERAL RESIDENTIAL) AND TO R-4 (PLANNED RESIDENTIAL) TO ACCOMMODATE BAXTER VILLAGE MIXED-USE PROJECT (PLANNING APPLICATION NO. 14-0002) LOCATED AT THE NORTHWEST CORNER OF BAXTER ROAD AND I-15 FREEWAY (APN: 367-180-015 & 367-180-043)

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

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

NAY: None

ABSTAIN: None

ABSENT: None

City Clerk Lee read an amendment to Resolution No. 2016-46:

Prior to January 13, 2017 or recordation of TTM 36674, the Applicant shall enter into a Relocation Agreement with the Wildomar Historical Society to determine the best solution for relocation of the Brown House and Tower which are temporarily stored on the project site. A copy of this Agreement, or written proof of good faith efforts to reach such Agreement, shall be provided to the Planning Department prior to recordation of the tract map.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Walker, to adopt an amended Resolution entitled:

RESOLUTION NO. 2016 - 46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 36674 (PLANNING APPLICATION NO. 14-0002) TO SUBDIVIDE APPROXIMATELY 35.48 ACRES INTO 85 LOTS TO ACCOMMODATE BAXTER VILLAGE MIXED-USE PROJECT (PLANNING APPLICATION NO. 14-0002) LOCATED AT THE NORTHWEST CORNER OF BAXTER ROAD AND I-15 FREEWAY (APN: 367-180-015 & 367-180-043)

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

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

NAY: None
ABSTAIN: None
ABSENT: None

City Attorney Jex read an amendment to Resolution No. 2016-47:

Condition #48: Prior to the issuance of the first grading permit the applicant, or the Wildomar Historical Society, shall relocate the Brown House and Tower to the property described in, and per the terms defined in the relocation agreement, or submit written proof of good faith efforts to reach an agreement, as required by Planning Condition #27 of Tentative Tract Map No. 36674.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Walker, to adopt an amended Resolution entitled:

RESOLUTION NO. 2016 - 47
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING PLOT PLAN NO. 14-0002
TO DEVELOP THE BAXTER VILLAGE MIXED-USE PROJECT
CONSISTING OF THE DEVELOPMENT OF A 75,000 SQUARE-FOOT
COMMERCIAL RETAIL CENTER, 66 SINGLE FAMILY DWELLING
UNITS AND 204 MULTI-FAMILY APARTMENTS ON
APPROXIMATELY 35.48 ACRES LOCATED AT THE NORTHWEST
CORNER OF BAXTER ROAD AND I-15 FREEWAY (APN: 367-180-
015 & 367-180-043)

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

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

3.0 GENERAL BUSINESS

3.2 Community Resource Summit

City Clerk Lee read the title.

Mayor Moore presented the item.

A MOTION was made by Mayor Pro Tem Walker, seconded by Councilwoman Swanson, to authorize hosting a Community Resource Summit.

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

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

NAY: None

ABSTAIN: None

ABSENT: None

3.3 League of California Cities Annual General Business Meeting Voting Delegate and Alternate(s)

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

A MOTION was made by Mayor Pro Tem Walker, seconded by Councilwoman Swanson, to appoint Mayor Pro Tem Walker as the Voting Delegate and Mayor Moore and Councilman Cashman as Alternates for the League of California Cities Annual General Business Meeting in Long Beach.

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

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

NAY: None

ABSTAIN: None

ABSENT: None

CITY MANAGER REPORT

City Clerk Lee reported on the upcoming Nomination Period for Districts 2 and 4 for the November General Municipal Election.

City Manager Nordquist presented the City Manager report.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN THE CITY COUNCIL

There being no further business, Mayor Moore declared the meeting adjourned at 9:04 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Bridgette Moore
Mayor

**CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
AUGUST 10, 2016**

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

The closed session of August 10, 2016, of the Wildomar City Council was called to order by Mayor Moore at 5:31 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

PUBLIC COMMENTS

There were no speakers.

CLOSED SESSION

City Clerk Lee read the following:

The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation: CREED-21 v. City of Wildomar and Walmart Real Estate Business Trust; California Court of Appeal Case No. E066367.

The Council convened into closed session at 5:32 p.m. with all Council Members present.

RECONVENE INTO OPEN SESSION

At 6:33 p.m. the City Council reconvened into open session, with all Council Members present.

ANNOUNCEMENTS

City Attorney Jex stated the case has been appealed and the City Council voted unanimously to defend the appeal.

ADJOURN CLOSED SESSION

There being no further business, Mayor Moore adjourned the closed session at 6:34 p.m.

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

The regular meeting of August 10, 2016, of the Wildomar City Council was called to order by Mayor Moore at 6:34 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

The flag salute was led by Councilman Cashman.

PRESENTATIONS

Mayor Moore presented the 5 Year Employee Pin to Tina Roney. Senior Administrative Analyst.

Mayor Moore presented a Certificate of Appreciation to Ellie Garrison who has been volunteering in the City Clerk's Department.

Mayor Moore presented a Certificate of Achievement to the Garlich Family Child Care for their award from the State.

Mayor Moore presented a Proclamation for National Preparedness Month.

Dr. Doug Kimberly gave a School Bond Election Presentation.

Fire Chief Phillips presented the Fire Department update.

PUBLIC COMMENTS

Dustin Nigg, resident, introduced himself and stated he is a candidate for District 2.

Ms. Miller, resident, spoke regarding dirt sidewalks and the June election.

Ken Mayes, resident, stated his displeasure with public records requests and the City hiding things from the citizens.

Steven Gual, resident, spoke regarding having better City services.

COUNCIL COMMUNICATIONS

Councilman Cashman announced that he will not be seeking re-election. The City Council Members spoke regarding the various committees, commissions, and boards that they serve on locally and regionally.

APPROVAL OF THE AGENDA AS PRESENTED

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

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

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

NAY: None

ABSTAIN: None

ABSENT: None

1.0 CONSENT CALENDAR

City Clerk Lee advised there are speakers on the Consent Calendar.

Ken Mayes, resident, speaking on item #1.9 and #1.10, stated his concerns.

Assistant City Manager York stated the maintenance Church agreement is very similar to the CFD, so it is substantially the same.

Ms. Miller, resident, spoke on item #1.13 stating her opposition.

1.7 Revised Personnel Rules

Councilman Cashman advised he would like to pull item #1.7 and #1.12. Regarding the Personnel Rules, the retroactive pay increase does not specify how much money is going to be spent. Also the money to pay for equipment for the Employees, how much money is this.

Assistant City Manager York advised all the monies are budgeted in the budget adopted by the City Council.

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

RESOLUTION NO. 2016 - 48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING THE CITY OF WILDOMAR PERSONNEL RULES AND REGULATIONS

MOTION carried, 4-0-1, by the following vote:

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

NAY: Cashman

ABSTAIN: None

ABSENT: None

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

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

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

NAY: None

ABSTAIN: None

ABSENT: None

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances.

1.2 Minutes – March 9, 2016 Regular Meeting

Approved the Minutes as submitted.

1.3 Minutes – April 13, 2016 Regular Meeting

Approved the Minutes as submitted.

1.4 Warrant & Payroll Registers

Approved the following:

1. Warrant Register dated 07-07-2016 in the amount of \$105,538.28;
2. Warrant Register dated 07-07-2016 in the amount of \$146,198.92;

3. Warrant Register dated 07-14-2016 in the amount of \$164,951.57;
4. Warrant Register dated 07-14-2016 in the amount of \$9,481.73;
5. Warrant Register dated 07-21-2016 in the amount of \$66,021.14;
6. Warrant Register dated 07-21-2016 in the amount of \$23,421.42;
7. Warrant Register dated 07-28-2016 in the amount of \$343,473.69;
8. Warrant Register dated 07-28-2016 in the amount of \$88,070.00; &
9. Payroll Register dated 08-01-2016 in the amount of \$102,439.31.

1.5 Treasurer's Report

Approved the Treasurer's Report for June, 2016.

1.6 Fraud Policy

Adopted the proposed Fraud Policy for the City of Wildomar.

1.8 City Trails Map Name Changes

Adopted a Resolution entitled:

RESOLUTION NO. 2016 - 49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE TRAIL NAME CHANGES TO THE EXISTING CITY OF WILDOMAR MULTI-USE TRAILS PLAN MAP

1.9 Freeway Maintenance Agreement

Authorized the City Manager to execute the Freeway Maintenance Agreement.

1.10 World Harvest Church Maintenance Agreement

Authorized the City Manager to execute the Maintenance Agreement.

1.11 Annexation No. 10 into Community Facilities District No. 2013-1 (Services) for Wildomar Housing Partners, LLC (PM 32833)

Adopted a Resolution entitled:

RESOLUTION NO. 2016 - 50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 10) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.12 Professional Photography and Videography Services

Councilman Cashman inquired if this will also cover video coverage of

Council meetings.

Assistant City Manager York stated this is not really covering City Council meetings.

Authorized the City Manager to enter into a Professional Services Agreement with Cherished Memories Photography.

1.13 Ordinance 121 Second Reading – Baxter Village Mixed Use Project
Adopted an Ordinance entitled:

ORDINANCE NO. 121
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE
(PLANNING APPLICATION NO. 14-0002) TO REMOVE THE MIXED-
USE OVERLAY DISTRICT FROM THE ENTIRE SITE AND TO
CHANGE THE EXISTING ZONING DESIGNATION ON A PORTION
OF THE SITE FROM SCENIC HIGHWAY COMMERCIAL (C-P-S) TO
R-3 (GENERAL RESIDENTIAL) AND TO R-4 (PLANNED
RESIDENTIAL) TO ACCOMMODATE BAXTER VILLAGE MIXED-USE
PROJECT (PLANNING APPLICATION NO. 14-0002) LOCATED AT
THE NORTHWEST CORNER OF BAXTER ROAD AND I-15
FREEWAY (APN: 367-180-015 & 367-180-043)

2.0 PUBLIC HEARINGS

**2.1 Zoning Ordinance Amendment No. 16-03 – Micro-Breweries
Amendment**

City Clerk Lee read the title.

Planning Director Bassi presented the staff report. He stated that an email was received from Gerard Ste. Marie, Martha Bridges, and John Burkett. It was received at 6:41 p.m.

Mayor Moore opened the public hearing.

Gerard Ste. Marie, resident, read from the 404 page document sent to the City Clerk and Planning Director stating his opposition.

Gary Andre, resident, voiced the issues of when this came up before.

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

City Attorney Jex stated having gotten the letter suddenly, he would like to review the letter and attachments. He can then advise on the item.

A MOTION was made by Councilman Benoit, seconded by Councilman Cashman, to table the item.

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

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

NAY: None

ABSTAIN: None

ABSENT: None

ORDINANCE NO. 122

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 16-03 AMENDING CHAPTER 17.72 (C-1/C-P ZONE) AND CHAPTER 17.76 (C-P-S ZONE) OF THE WILDOMAR MUNICIPAL CODE RELATING TO MICRO-BREWERIES

2.2 Zoning Ordinance Amendment No. 16-04 – L.E.D Signs in Commercial Retail Shopping Centers

City Clerk Lee read the title.

Planning Director Bassi presented the staff report.

Mayor Moore opened the public hearing.

David Horenstein, applicant, presented his proposal.

SPEAKERS:

Stan Smith, resident, voiced his support for the proposal.

Joseph Morabito, resident, voiced his support for the proposal.

Ken Mayes, resident, voiced his opposition.

John Garrett, resident, voiced his support for the proposal.

Ms. Miller, resident, voiced her opposition to the proposal.

Andy Morris, resident, voiced his support for the proposal.

Gary Andre, resident, voiced his support for the proposal.

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

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Walker, to Introduce and approve first reading of an amended (amendments attached to, and made a part of these Minutes) Ordinance entitled:

ORDINANCE NO. 123

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO SECTION 15061(B)(3) AND SECTION 15311(A) OF CEQA AND APPROVING ZONING ORDINANCE AMENDMENT NO. 16-04 AMENDING CHAPTER 17.252 (SIGN REGULATIONS) OF THE WILDOMAR MUNICIPAL CODE RELATED TO ELECTRONIC MESSAGE FREEWAY SIGNAGE FOR COMMERCIAL RETAIL SHOPPING CENTERS IN THE C/1-C-P AND C-P-S ZONES ADJACENT TO INTERSTATE 15 FREEWAY

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

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

NAY: None

ABSTAIN: None

ABSENT: None

3.0 GENERAL BUSINESS

3.1 City Council Call For Review

City Clerk Lee read the title.

City Attorney Jex presented the staff report.

A MOTION was made by Mayor Pro Tem Walker, seconded by

Councilman Benoit, to introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 124

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.12.160, 16.12.220 AND 16.12.240 OF THE WILDOMAR MUNICIPAL CODE TO MAKE THE APPEAL PERIOD FOR SUBDIVISION MAPS CONSISTENT WITH THE APPEAL PERIOD FOR ZONING APPROVALS, AND ADDING SECTION 2.04.050 TO THE WILDOMAR MUNICIPAL CODE TO ALLOW FOR CITY COUNCIL REVIEW OF SUBDIVISION AND ZONING MATTERS

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

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

NAY: None

ABSTAIN: None

ABSENT: None

CITY MANAGER REPORT

City Clerk Lee provided an election update.

Assistant City Manager York gave the City Manager report.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN THE CITY COUNCIL

There being no further business, Mayor Moore declared the meeting adjourned at 8:42 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Bridgette Moore
Mayor

AGENDA ITEM 2.2 – LED SIGN CODE AMENDMENT

Applicant's recommended changes to the Ordinance are shown in *blue italics* below as follows:

**“Table 17.252.040.E-1
Additional Standards for Electronic Message Signs**

Sign Type	Description	Text Limit	Minimum Duration	Brightness (NITs ¹) Day/Night ²	Dark Period (off / on)
Electronic Changeable Copy	Text only – no picture or movement (e.g. no scrolling)	15 words	5 seconds	5,000 ³ / 200 ²	<i>“None provided the LED sign area is in a “static position” with a dark background ⁴”</i>
Electronic Graphic Display	Images and text (scrolling of text permitted)	No limit	5 seconds	5,000 ³ / 200 ²	<i>“None provided the LED sign area is in a “static position” with a dark background ⁴”</i>

1. NIT is a term used to describe a metric unit of luminance. It is defined as candela per square meter (cd/m²). The unit is based on the candela, the modern metric unit of luminous intensity. This quantifies surface brightness, or the amount of light an object gives off.
2. Dimmer control required to change to the lower nighttime brightness setting upon sunset. A change to the higher brightness setting is not permitted until after sunrise.
3. As part of the minor plot plan process, the Planning Director may approve an increase in sign brightness up to a maximum of 7,500 NITs during periods of low sun (e.g., sunset) to allow sign text and graphics to be clearly seen when affected by direct sunlight.”
4. *The “static position” sign area may contain up to 3 lines of text and/or logos during the hours of 9:30 pm to 6:30 am, but the remainder of the background area shall be “dark”.*

**CITY OF WILDOMAR
CITY COUNCIL SPECIAL MEETING MINUTES
AUGUST 24, 2016**

CALL TO ORDER – CLOSED SESSION - 7:00 P.M.

The closed session of August 24, 2016, of the Wildomar City Council was called to order by Mayor Moore at 7:00 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

PUBLIC COMMENTS

There were no speakers.

CLOSED SESSION

City Clerk Lee read the following:

The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following two matters of pending litigation:

1. Luwisa Seely v. City of Wildomar; RSC Case number MCC1500316; and
2. SoCal Environmental Justice Alliance v. City of Wildomar and Strata Baxter, LLC; RSC Case No. RIC 1610333.

The Council convened into closed session at 7:01 p.m. with Councilwoman Swanson absent.

RECONVENE INTO OPEN SESSION

At 7:30 p.m. the City Council reconvened into open session, with Councilwoman Swanson absent.

ANNOUNCEMENTS

City Attorney Jex stated regarding item #2, the City Council voted unanimously to defend the case.

ADJOURN CLOSED SESSION

There being no further business, Mayor Moore adjourned the closed session at 7:31 p.m.

CALL TO ORDER – SPECIAL SESSION

The special meeting of August 24, 2016, of the Wildomar City Council was called to order by Mayor Moore at 7:31 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

The flag salute was led by Police Chief Hollingsworth.

PUBLIC COMMENTS

There were no speakers.

1.0 CONSENT CALENDAR

1.1 South Coast Air Quality Management District Memorandum of Agreement

City Clerk Lee read the title.

Assistant City Manager York presented the staff report.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Walker, to authorize the City Manager to sign a Memorandum of Agreement (MOU) with the South Coast Air Quality Management District (SCAQMD) to participate in the Commercial Electric Lawnmower and Cordless Electric Handheld Landscape Equipment Pilot Program.

MOTION carried, 4-0-1, by the following vote:

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

NAY: None
ABSTAIN: None
ABSENT: Swanson

2.0 GENERAL BUSINESS

2.1 Roth Senate Bill 817 Third Reading

City Clerk Lee read the title.

Assistant City Manager York presented the staff report.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Walker, to support this Bill and encourage everyone to send a letter to the Governor.

MOTION carried, 4-0-1, by the following vote:

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

2.2 General Municipal Election – District 4

City Clerk Lee read the title

Mayor Moore recused herself due to a financial interest and left the room.

Mayor Pro Tem Walker assumed the Mayor position.

City Clerk Lee presented the staff report.

Joseph Morabito, resident, stated his opinions on the issue and supports the cancelling of the election in District 4.

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

RESOLUTION NO. 2016 - 51
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, PROVIDING FOR THE

APPOINTMENT TO THE OFFICE(S) OF THIS CITY THAT WERE
TO BE ELECTED ON TUESDAY, NOVEMBER 8, 2016

MOTION carried, 3-0-1-1, by the following vote:

YEA: Benoit, Cashman, Mayor Pro Tem Walker

NAY: None

ABSTAIN: Moore

ABSENT: Swanson

Mayor Moore returned to the dais.

ADJOURN THE CITY COUNCIL

There being no further business, Mayor Moore declared the meeting adjourned at 7:52 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Bridgette Moore
Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.7
CONSENT CALENDAR
Meeting Date: September 14, 2016

TO: Mayor and City Council Members

FROM: James Riley, Finance Director

PREPARED BY: Terry Rhodes, Accounting Manager

SUBJECT: Warrant and Payroll Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated 08-04-2016 in the amount of \$91,921.89;
2. Warrant Register dated 08-04-2016 in the amount of \$27,468.97;
3. Warrant Register dated 08-11-2016 in the amount of \$90,609.05;
4. Warrant Register dated 08-11-2016 in the amount of \$542,226.98;
5. Warrant Register dated 08-18-2016 in the amount of \$265,828.67;
6. Warrant Register dated 08-18-2016 in the amount of \$49,587.62;
7. Warrant Register dated 08-25-2016 in the amount of \$12,336.60;
8. Warrant Register dated 08-25-2016 in the amount of \$316,335.99; &
9. Payroll Register dated 09-01-2016 in the amount of \$76,235.17.

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 2015-16 Budget and the Fiscal Year 2016-17 Budget.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Voucher List 08/04/16(2)

Voucher List 08/11/16(2)

Voucher List 08/18/16(2)

Voucher List 08/25/16(2)

Payroll Register 09/01/2016

08/04/2016 12:02:36PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206515	8/4/2016	000763 AMERICAN ASPHALT SOUTH, INC.	13116		CIP 0034 CLINTON KEITH MICROSURFACING PM	52,900.40
			33016		CIP 0034 CLINTON KEITH MICROSURFACING RE	6,289.97
Total :						59,190.37
206516	8/4/2016	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	JUNE.2016		JUNE 2016 ANIMAL CONTROL SERVICE	5,600.00
Total :						5,600.00
206517	8/4/2016	000008 AT&T MOBILITY	X07282016A		6/21/16-7/20/16 COUNCIL MOBILE PHONE	38.27
Total :						38.27
206518	8/4/2016	000548 CALIFORNIA STATE CONTROLLER'S	80316		ADMIN FEE/INFORMATION 15/16 AUDIT	100.00
Total :						100.00
206519	8/4/2016	000548 CALIFORNIA STATE CONTROLLER'S	52517		2015 OFFSET PROG PARTICIPATION 8 NAMES S	14.07
Total :						14.07
206520	8/4/2016	000028 CALPERS	72516A		PRIOR PERIOD ADJUSTMENT 12/28/16-6/30/16	636.73
Total :						636.73
206521	8/4/2016	000022 EDISON	71916		5/19/16-7/15/16 ELECTRIC	4,242.49
			72016		6/17/16-7/19/16 WILDOMAR 31160 CK LS3	4.75
Total :						4,247.24
206522	8/4/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	8119550		6/08/16-7/08/16 WATER ZONE 52 LOC 01	72.29
			8119551		6/08/16-7/08/16 WATER ZONE 29 LOC 02	31.33
			8119552		6/08/16-7/08/16 WATER ZONE 71 LOC 01	132.81
			8119553		6/08/16-7/08/16 WATER MARNA OBRIEN PARK	4,212.42
			8123468		6/10/16-7/11/16 WATER ZONE 3 LOC 7 M1	75.76
			8123469		6/10/16-7/11/16 WATER REG. HERITAGE PARK	165.37
			8127361		6/13/16-7/14/16 WATER ZONE 3 LOC 25 M1	266.76

Bank code :		wf				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206522	8/4/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DIST	(Continued)			
			8127362		6/13/16-7/14/16 WATER ZONE 3 LOC 25 M2	392.16
			8127363		6/13/16-7/14/16 WATER ZONE 3 LOC 24 M1	202.34
Total :						5,551.24
206523	8/4/2016	000642 ESA, ENVIRONMENTAL SCIENCE ASC	122181		PROF. SVCS - WILDOMAR WSTPRK PROM THRU 6	5,866.25
Total :						5,866.25
206524	8/4/2016	000499 INLAND EMPIRE LANDSCAPE INC	9237		JUNE 2016 LANDSCAPE MAINTENANCE	8,266.69
Total :						8,266.69
206525	8/4/2016	000911 PTM ENGINEERING	11316RET		CIP0017 CLINTON KEITH ROAD/HIDDEN SPRING	1,805.50
Total :						1,805.50
206526	8/4/2016	000006 WELLS FARGO PAYMENT REMITTANCE, CEN	586174794629437		FIRE STATION EXPENSE	9.27
			W499805713		FIRE STATION EXPENSE	564.26
Total :						573.53
206527	8/4/2016	000006 WELLS FARGO PAYMENT REMITTANCE, CEN	14		STAFF MEETING SUPPLIES	32.00
Total :						32.00
13 Vouchers for bank code :		wf				Bank total : 91,921.89
13 Vouchers in this report						Total vouchers : 91,921.89

08/04/2016 12:23:44PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206528	8/4/2016	000458 AMERICAN FENCE COMPANY, INC.	1930572		7/21/16-8/20/16 INSTALL-REMOVE 448 TEMP	134.40
			1930575		7/21/16-8/20/16 INSTALL-REMOVE 154 TEMP	75.00
					Total :	209.40
206529	8/4/2016	000029 APPLEONE	01-4149457		RECEPTIONIST CONTRACTUAL P/E 7/23/16	805.60
					Total :	805.60
206530	8/4/2016	000008 AT&T MOBILITY	X07282016B		6/21/16-7/20/16 COUNCIL MOBILE PHONE	76.54
					Total :	76.54
206531	8/4/2016	000028 CALPERS	72216		07/09/16-07/22/16 BENEFIT CONTRIBUTION	6,756.36
					Total :	6,756.36
206532	8/4/2016	000028 CALPERS	73116		JULY 2016 CITY COUNCIL BENEFIT CONTRIBUT	304.50
					Total :	304.50
206533	8/4/2016	000028 CALPERS	72516B		PRIOR PERIOD ADJUSTMENT 7/01/16-7/07/16	24.42
					Total :	24.42
206534	8/4/2016	000952 CONSOLIDATED CLEANING SYSTEMS	936		JULY 2016 CONTRACTUAL SERVICE	4,169.89
			938		JULY 2016 CONTRACTUAL SERVICE - 7/9/16 C	90.00
			939		JULY 2016 CONTRACTUAL SERVICE - SUPPLIES	177.81
					Total :	4,437.70
206535	8/4/2016	000022 EDISON	72016B		6/17/16-7/19/16 ELEC WILDOMAR 31160 CK L	8.20
					Total :	8.20
206536	8/4/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	8119550B		6/08/16-7/08/16 WATER ZONE 52.LOC 01	26.29
			8119551B		6/08/16-7/08/16 WATER ZONE 29 LOC 02	11.39
			8119552B		6/08/16-7/08/16 WATER ZONE 71 LOC 01	48.30

08/04/2016 12:23:44PM

Voucher List
City of Wildomar

Page: 2

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206536	8/4/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DIST	(Continued)			
			8119553B		6/08/16-7/08/16 WATER MARNA OBRIEN PARK	1,531.78
			8123468B		6/10/16-7/11/16 WATER ZONE 3 LOC 7 M1	41.67
			8123469B		6/10/16-7/11/16 WATER REG HERITAGE PARK	90.95
			8127361B		6/13/16-7/14/16 WATER ZONE 3 LOC 25 M1	219.69
			8127362B		6/13/16-7/14/16 WATER ZONE 3 LOC 25 M2	322.95
			8127363B		6/13/16-7/14/16 WATER ZONE 3 LOC 24 M1	166.63
Total :						2,459.65
206537	8/4/2016	000941 FRONTIER	72216		7/22/16-8/21/16 FIOS INTERNET CHARGES	169.99
Total :						169.99
206538	8/4/2016	000017 INTERNATIONAL CODE COUNCIL,, INC.	3100375		GOVERNMENTAL MEMBER DUES FY 16/17	135.00
Total :						135.00
206539	8/4/2016	000793 JAMES R. RILEY, C.P.A.	72816		JULY 2016 INTERIM FINANCE DIRECTOR SVCS	4,518.75
Total :						4,518.75
206540	8/4/2016	000304 JOE A. GONSALVES & SON	154998		AUGUST 2016 CONTRACTUAL LEGISLATIVE ADVO	3,000.00
Total :						3,000.00
206541	8/4/2016	000040 MPS	49925		BUSINESS CARDS	327.52
Total :						327.52
206542	8/4/2016	000186 RIGHTWAY	142451		7/28/16-8/24/16 WINDSONG PARK	174.10
Total :						174.10
206543	8/4/2016	000283 RIVERSIDE COUNTY CLERK	80216A		FILING FEE - CITYWIDE ZOA 16-04 CEQA NOE	50.00
Total :						50.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206544	8/4/2016	000283 RIVERSIDE COUNTY CLERK	80216B		FILING FEE - CITYWIDE ZOA 16-03 CEQA NOE	50.00
Total :						50.00
206545	8/4/2016	000981 SOUTHWEST BUSINESS PRODUCTS	4014		CUSTOM SIGNS - MARNA OBRIEN PARK	43.15
Total :						43.15
206546	8/4/2016	000141 SWANK MOTION PICTURES INC	1363684		8/13/16 BALL PARK DRIVE IN MOVIE NIGHT	403.00
Total :						403.00
206547	8/4/2016	000215 THE PRESS-ENTERPRISE	10181581		PUBLIC NOTICE - NOTICE OF ELECTION	74.40
			10183139		PUBLIC NOTICE - ZOA 16-02	105.60
			10183144		PUBLIC NOTICE - PUBLIC HEARING TTM31897	100.80
			10183148		PUBLIC NOTICE - PUBLIC HEARING TTM33543	105.60
			10183151		PUBLIC NOTICE - PUBLIC HEARING TTM32257	105.60
			10183594		PUBLIC NOTICE - ORDINANCE 120	336.00
Total :						828.00
206548	8/4/2016	000437 VERIZON WIRELESS	9769127565		7/23/16-8/22/16 DATA INTERNET CHARGE	158.54
			9769127566		7/23/16-8/22/16 DATA INTERNET CHARGE	76.02
Total :						234.56
206549	8/4/2016	000006 WELLS FARGO PAYMENT REMITTANCE, CEN` 14	T9NSQ32H3VP		PLANNING STAFF MEETING 2016 APA CONFERENCE	10.52 1,090.00
Total :						1,100.52
206550	8/4/2016	000006 WELLS FARGO PAYMENT REMITTANCE, CEN` 850834752			ADMIN OFFICE SUPPLIES	455.48
Total :						455.48
206551	8/4/2016	000006 WELLS FARGO PAYMENT REMITTANCE, CEN` 23	38095913		NON-DEPARTMENTAL DEPT SUPPLIES	89.41
			386189753217841		CITY BIRTHDAY EVENT 7/9/16	102.50
			4509		NON-DEPARTMENTAL DEPT SUPPLIES	17.25
					CITY CLERK ELECTION COSTS	77.99

Bank code : wf						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206551	8/4/2016	000006 WELLS FARGO PAYMENT REMITTANCE, CEN`	(Continued)			
			6168255		NON-DEPARTMENTAL DEPT SUPPLIES	241.97
			70416		NON-DEPARTMENTAL DEPT SUPPLIES	143.64
			70516		NON-DEPARTMENTAL DEPT SUPPLIES	61.56
Total :						734.32
206552	8/4/2016	000006 WELLS FARGO PAYMENT REMITTANCE, CEN`	9082839		GAS - LAWN EQUIPMENT/TRUCK	120.00
Total :						120.00
206553	8/4/2016	000006 WELLS FARGO PAYMENT REMITTANCE, CEN`	71216		CITY MANAGER MEETING	42.21
Total :						42.21
26 Vouchers for bank code : wf						Bank total : 27,468.97
26 Vouchers in this report						Total vouchers : 27,468.97

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206580	8/11/2016	000022 EDISON	72216		5/27/16-7/19/16 ELECTRIC - ZONE	899.58
			72916A		6/28/16-7/28/16 ELECTRIC BASEBALL FIELD	41.40
			72916B		6/28/16-7/28/16 ELECTRIC 21400 PALOMAR S	157.75
			80216A		7/1/16/16-8/1/16 ELECTRIC CSA 103 PALOMA	37.92
			80216B		7/1/16/16-8/1/16 ELECTRIC CITY LAMP	86.36
Total :						1,223.01
206581	8/11/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	8086964A		6/14/16-7/15/16 WATER ZONE 42 LOC 01 M1	248.18
			8086965A		6/14/16-7/15/16 WATER ZONE 42 LOC 03 M3	77.19
			8086966A		6/14/16-7/15/16 WATER ZONE 42 LOC 02 M2	126.63
			8090348A		6/17/16-7/18/16 WATER ZONE 3 LOC 23 M1	130.93
			8090349A		6/17/16-7/18/16 WATER ZONE 30 LOC 2	47.44
			8090350A		6/17/16-7/18/16 WATER ZONE 3 LOC 49 M1	35.83
			8090351A		6/17/16-7/18/16 WATER ZONE 51 LOC 1	52.44
			8090352A		6/17/16-7/18/16 WATER BASEBALL FIELD	178.49
			8090353A		6/17/16-7/18/16 WATER WINDSONG PARK	308.53
			8090354A		6/17/16-7/18/16 WATER ZONE 3 LOC 29 M1	381.24
			8090355A		6/17/16-7/18/16 WATER ZONE 3 LOC 29 M2	61.86
			8090356A		6/17/16-7/18/16 WATER ZONE 30 LOC 1	109.81
			8090357A		6/17/16-7/18/16 WATER ZONE 3 LOC 42 & 47	100.08
			8090358A		6/17/16-7/18/16 WATER 22450 1/2 CERVERA	67.17
			8090359A		6/17/16-7/18/16 WATER 22450 CERVERA	89.94
			8090360A		6/17/16-7/18/16 WATER ZONE 62 - 22933 DE	108.21
			8090361A		6/17/16-7/18/16 WATER ZONE 67 - ARNNETT	49.07

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206581	8/11/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DIST	(Continued) 8093725A		6/20/16-7/21/16 WATER ZONE 3 LOC 35 M1	92.01
Total :						2,265.05
206582	8/11/2016	000006 WELLS FARGO PAYMENT REMITTANCE, CEN	198 26302-18		COMM SVC RTA-T NOW MEETING	40.40
			5		7/9/16 BIRTHDAY CELEBRATION	468.40
					PORTABLE RES	
			846681955		HEALTH PERMIT - CAMP OUT AT THE PARK	97.25
			848182409		DEPARTMENTAL SUPPLIES	703.29
			998		NON-DEPARTMENTAL DEPT SUPPLIES	242.99
					COMM SVC RTA-T NOW MEETING	72.00
Total :						1,624.33
206583	8/11/2016	000131 WESTERN RIVERSIDE COUNTY, RCA	80916		JUNE 2016 MSHCP MITIGATION FEES	90,353.38
Total :						90,353.38
206584	8/11/2016	000055 WRCOG	80916		JUNE 2016 TUMF FEES	446,761.21
Total :						446,761.21
5 Vouchers for bank code : wf						Bank total : 542,226.98
5 Vouchers in this report						Total vouchers : 542,226.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206557	8/11/2016	000312 ADAME LANDSCAPE, INC.	66441		JULY 2016 REPAIR LATERAL CSA 103/CERVERA	103.50
Total :						103.50
206558	8/11/2016	000029 APPLEONE	01-4154339		RECEPTIONIST CONTRACTUAL P/E 7/30/16	805.60
Total :						805.60
206559	8/11/2016	000600 APPLIED PLANNING INC	016-0274		JULY 2016 BUNDY CYN LUXURY APT PROJ	27,853.80
Total :						27,853.80
206560	8/11/2016	000554 AT & T	72816		TELEPHONE LONG DIST P/E 7/28/16	38.25
Total :						38.25
206561	8/11/2016	000028 CALPERS	80516		7/23/16-8/05/16 BENEFIT CONTRIBUTION	6,756.36
Total :						6,756.36
206562	8/11/2016	000367 CINTAS CORPORATION	5005781310		NON-DEPT FIRST AID & SAFETY	64.13
Total :						64.13
206563	8/11/2016	000493 COAST RECREATION, INC.	11111 11112		MARNA OBRIEN PARK DEPT SUPPLIES REGENCY HERITAGE PARK DEPT SUPPLIES	528.69 926.97
Total :						1,455.66
206564	8/11/2016	000785 CORELOGIC SOLUTIONS, LLC	81711084		JULY 2016 CODE ENFORCEMENT SOFTWARE	180.00
Total :						180.00
206565	8/11/2016	000011 CR&R INC.	289455 289488		7/08/16 DUMP 40 YD BOX & DISPOSAL FEE 8/1/16 4 YD BOX - BASEBALL FIELD	566.86 147.03
Total :						713.89
206566	8/11/2016	000022 EDISON	71916B		5/19/16-7/15/16 ELECTRIC	1,557.49
Total :						1,557.49
206567	8/11/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DIST	8086964		6/14/16-7/15/16 WATER ZONE 42 LOC 01 M1	232.80

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206567	8/11/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DIST	(Continued)			
			8086965		6/14/16-7/15/16 WATER ZONE 42 LOC 03 M3	72.45
			8086966		6/14/16-7/15/16 WATER ZONE 42 LOC 02 M2	118.80
			8090348		6/17/16-7/18/16 WATER ZONE 3 LOC 23 M1	181.08
			8090349		6/17/16-7/18/16 WATER ZONE 30 LOC 2	65.70
			8090350		6/17/16-7/18/16 WATER ZONE 3 LOC 49 M1	49.50
			8090351		6/17/16-7/18/16 WATER ZONE 51 LOC 1	72.54
			8090352		6/17/16-7/18/16 WATER BASEBALL FIELD	247.14
			8090353		6/17/16-7/18/16 WATER WINDSONG PARK	427.14
			8090354		6/17/16-7/18/16 WATER ZONE 3 LOC 29 M1	527.94
			8090355		6/17/16-7/18/16 WATER ZONE 3 LOC 29 M2	85.68
			8090356		6/17/16-7/18/16 WATER ZONE 30 LOC 1	151.92
			8090357		6/17/16-7/18/16 WATER ZONE 3 LOC 42 & 47	138.60
			8090358		6/17/16-7/18/16 WATER 22450 1/2 CERVERA	92.88
			8090359		6/17/16-7/18/16 WATER 22450 CERVERA	124.56
			8090360		6/17/16-7/18/16 WATER ZONE 62 - 22933 DE	149.76
			8090361		6/17/16-7/18/16 WATER ZONE 67 - ARNNETT	67.86
			8093725		6/20/16-7/21/16 WATER ZONE 3 LOC 35 M1	193.41
Total :						2,999.76
206568	8/11/2016	000973 FOLMAR, FELICIA D	8/12/2016		7/30/16-8/12/16 ACCOUNTING CONTRACTUAL	2,400.00
Total :						2,400.00
206569	8/11/2016	000941 FRONTIER	80116A		8/1/16-8/31/16 TELEPHONE CHARGES	47.03
			80116B		8/1/16-8/31/16 OFFICE TELEPHONE CHARGES	371.64

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206569	8/11/2016	000941 000941 FRONTIER	(Continued)		Total :	418.67
206570	8/11/2016	000016 INNOVATIVE DOCUMENT SOLUTIONS	171263		7/1/16-7/31/16 CONTRACT COPIER SVC MAINT	720.19
					Total :	720.19
206571	8/11/2016	000147 MARATHON REPROGRAPHICS	103976 104354		CIP 0023 WILDOMAR MDP CIP 0023 WILDOMAR MDP	321.84 207.68
					Total :	529.52
206572	8/11/2016	000526 PRINT POSTAL	12966		SIGNS FOR DRIVE IN MOVIE - BASEBALL FIEL	54.00
					Total :	54.00
206573	8/11/2016	000042 PV MAINTENANCE, INC.	005-184		JULY 2016 MAINTENANCE CONTRACTUAL SERVIC	36,917.43
					Total :	36,917.43
206574	8/11/2016	000606 RING CENTRAL	129388		CISCO SPA-122 ATA	118.37
					Total :	118.37
206575	8/11/2016	000790 SPARKLETTS	73016		CITY HALL DRINKING WATER THROUGH 7/30/16	33.94
					Total :	33.94
206576	8/11/2016	000919 STANTON, SHERRI	8/11/2016		7/30/16-8/12/16 ACCOUNTING CONTRACTUAL	3,600.00
					Total :	3,600.00
206577	8/11/2016	000215 THE PRESS-ENTERPRISE	10184873 10184876		PUBLIC NOTICE - ZOA 16-03 PUBLIC NOTICE - ZOA 16-04	103.20 105.60
					Total :	208.80
206578	8/11/2016	000749 VANTAGEPOINT TRANSFER AGENTS, 307207	102204974		ICMA-RC REMITTANCE P/E 8/11/16	1,170.00
					Total :	1,170.00
206579	8/11/2016	000006 WELLS FARGO PAYMENT REMITTANCE, CEN	12709		7/9 CITY BIRTHDAY CELEBRATION / CAR SHOW	100.00
			252		CHAMBER MIXER SUPPLIES	101.31
			2-69035.1.2		CHAMBER MIXER SUPPLIES	295.51
			418		7/9 BIRTHDAY CELEBRATION SUPPLIES	64.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
206579	8/11/2016	000006	WELLS FARGO PAYMENT REMITTANCE, CEN` (Continued)				
			43		CHAMBER MIXER SUPPLIES	48.50	
			44		CHAMBER MIXER SUPPLIES	25.75	
			51550212		BLDG & SAFETY ONLINE PAYMENT PROCESSING	59.95	
			70916		7/9 CITY BIRTHDAY CELEBRATION SUPPLIES	51.40	
			710550		7/9 CITY BIRTHDAY CELEBRATION SUPPLIES	14.95	
			71316		CHAMBER MIXER SUPPLIES	37.76	
			71816		NATIONAL NOTARY ASSOC MEMBERSHIP	59.00	
			851235607		DEPARTMENTAL & OFFICE SUPPLIES	921.28	
			98541		COMM SVC DEPT SUPPLIES FOR EVENTS	129.30	
Total :						1,909.69	
23	Vouchers for bank code :		wf	Bank total :		90,609.05	
23	Vouchers in this report					Total vouchers :	90,609.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206587	8/18/2016	000028 CALPERS	14811092		FEES FOR GASB-68 REPORTS & SCHEDULES	1,300.00
Total :						1,300.00
206588	8/18/2016	000084 MUNISERVICES, LLC	0000042612		1ST QTR 2016 SALES & USE TAX REPORT SYST	425.28
Total :						425.28
206589	8/18/2016	000047 RIVERSIDE COUNTY, SHERIFF'S DEPARTMEN	SH0000028849		JUNE 2016 - CONTRACT LAW ENFORCEMENT	263,203.39
Total :						263,203.39
206590	8/18/2016	000047 RIVERSIDE COUNTY, SHERIFF'S DEPARTMEN	SH0000028891		SART EXAM 9/11/15 - RIV CNTY REG MED CTR	900.00
Total :						900.00
4 Vouchers for bank code : wf						Bank total : 265,828.67
4 Vouchers in this report						Total vouchers : 265,828.67

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206591	8/18/2016	000029 APPLEONE	01-4164064		RECEPTIONIST CONTRACTUAL P/E 8/06/16	805.60
Total :						805.60
206592	8/18/2016	000028 CALPERS	2100		SEPT 2016 MEDICAL PREMIUM	13,851.10
Total :						13,851.10
206593	8/18/2016	000971 CITY OF SAN JACINTO	4960		POLICE SVC JPA FEASIBILITY STUDY #3	2,200.44
Total :						2,200.44
206594	8/18/2016	000022 EDISON	80916A		7/1/16-8/1/16 ELECTRIC WILDOMAR CITY LAM	26.55
			80916B		7/1/16-8/1/16 ELECTRIC WILDOMAR CITY LAM	186.48
			80916C		7/1/16-8/1/16 ELECTRIC WILDOMAR CITY LAM	52.42
			80916D		7/1/16-8/1/16 ELECTRIC CSA 22	2,804.24
			80916E		6/14/16-8/1/16 ELECTRIC CSA 103	12,579.67
			80916F		7/1/16-8/1/16 ELECTRIC WILDOMAR CITY LAM	12.33
			80916G		7/1/16-8/1/16 ELECTRIC CSA 142	1,821.92
Total :						17,483.61
206595	8/18/2016	000941 FRONTIER	80716		8/7/16-9/6/16 TELEPHONE CHARGES	47.03
Total :						47.03
206596	8/18/2016	000876 GATES SOUND	16-783	0000151	8/10/16 COUNCIL MEETING	300.00
Total :						300.00
206597	8/18/2016	000024 GUARDIAN	81616		SEPT 2016 DENTAL & VISION BENEFITS	2,994.93
Total :						2,994.93
206598	8/18/2016	000005 PARSAC	80116		SIR - LUWISA SEELY CLAIM #WI025	4,611.50
Total :						4,611.50
206599	8/18/2016	000185 PITNEY BOWES	80716		POSAGE METER REFILL 7/6/16	503.50
Total :						503.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206600	8/18/2016	000186 RIGHTWAY	144311		8/13/16 MOVIE NIGHT @ BASEBALL FIELD	468.40
Total :						468.40
206601	8/18/2016	000985 TRAUMA INTERVENTION PROGRAMS, (TIP)	70516		ANNUAL SERVICE FY 2016/2017	2,000.00
Total :						2,000.00
206602	8/18/2016	000139 WILDOMAR CHAMBER OF COMMERCE	696		AUGUST 2016 CHAMBER MTHLY BREAKFAST	24.00
Total :						24.00
206603	8/18/2016	000055 WRCOG	7122		FY 16/17 WRCOG MEMBER DUES	4,297.51
Total :						4,297.51
13 Vouchers for bank code : wf						Bank total : 49,587.62
13 Vouchers in this report						Total vouchers : 49,587.62

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206608	8/25/2016	000035 COUNTY OF RIVERSIDE, TLMA	ti0000012652		SVC PERIOD 1/1/16-6/30/16 CIP BUNDY CYN	6,284.26
Total :						6,284.26
206609	8/25/2016	000836 KOA CORPORATION	JB53022X13		PROF SVC 5/30/16-7/03/16 GRAND AVE BIKE	5,901.64
Total :						5,901.64
206610	8/25/2016	000246 RIVERSIDE COUNTY RECORDER	63016		RECORDS - CITY WIDE MAINTENANCE PROGRAM	10.50
Total :						10.50
206611	8/25/2016	000219 WESTERN FIRE CO., INC.	52806		ANNUAL FIRE EXTINGUISHER SVC - MARNA OBR	140.20
Total :						140.20
4 Vouchers for bank code : wf						Bank total : 12,336.60
4 Vouchers in this report						Total vouchers : 12,336.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206612	8/25/2016	000312 ADAME LANDSCAPE, INC.	66718		AUGUST 2016 MONTHLY LANDSCAPE MAINT CSA1	250.00
					Total :	250.00
206613	8/25/2016	000031 AFLAC, REMITTANCE PROCESSING, CE	504874		AUGUST 2016 MEDICAL INSURANCE BENEFIT	1,425.12
					Total :	1,425.12
206614	8/25/2016	000029 APPLEONE	01-4171640		RECEPTIONIST CONTRACTUAL P/E 8/13/16	805.60
					Total :	805.60
206615	8/25/2016	000008 AT&T MOBILITY	X08202016		8/13/16-9/12/16 COUNCIL MOBILE PHONE	80.91
					Total :	80.91
206616	8/25/2016	000028 CALPERS	81916		8/06/16-8/19/16 BENEFIT CONTRIBUTIONS	6,756.36
					Total :	6,756.36
206617	8/25/2016	000698 CITYBYAPP INC	70716		CITY MOBILE APP - HOST/ANNUAL RENEWAL	2,574.00
					Total :	2,574.00
206618	8/25/2016	000002 CRYSTAL CLEAN MAINTENANCE	803E		AUGUST 2016 JANITORIAL SERVICES - CITY H	998.00
					Total :	998.00
206619	8/25/2016	000027 DIRECT TV	29222274211		8/12/16-9/11/16 CABLE SERVICES - CITY HA	115.98
					Total :	115.98
206620	8/25/2016	000973 FOLMAR, FELICIA D	8/26/2016		8/13/16-8/26/16 ACCOUNTING CONTRACTUAL S	2,400.00
					Total :	2,400.00
206621	8/25/2016	000685 GREAT AMERICA FINANCIAL SERVIC	19235129		AUGUST 2016 - 2 CANON COPIER SYSTEMS	405.01
					Total :	405.01
206622	8/25/2016	000499 INLAND EMPIRE LANDSCAPE INC	9314		JULY 2016 LANDSCAPE MAINTENANCE	8,409.90

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206622	8/25/2016	000499	000499 INLAND EMPIRE LANDSCAPE INC	(Continued)		Total : 8,409.90
206623	8/25/2016	000072	INTERWEST CONSULTING GROUP	28525	JULY 2016 CONTRACTUAL SVC	141,570.71
					Total :	141,570.71
206624	8/25/2016	000072	INTERWEST CONSULTING GROUP	28489	JULY 2016 PRIVATE DEVELOPMENT / PLANNING	10,382.98
					Total :	10,382.98
206625	8/25/2016	000836	KOA CORPORATION	JB53022x14	PROF SVC 7/04/16-7/31/16 GRAND AVE BIKE	2,200.00
					Total :	2,200.00
206626	8/25/2016	000986	LANDARQ, INC.	16-2392	JULY 2016 LANDSCAPE PLAN CHECK/INSPECT	1,125.00
					Total :	1,125.00
206627	8/25/2016	000147	MARATHON REPROGRAPHICS	104982	PROJECT RELATED REPROGRAPHICS	261.36
					Total :	261.36
206628	8/25/2016	000048	MURRIETA LOCK AND SAFE, INC.	7718	REPLACE BATTERIES IN LOCKSET & INSTALL D	295.00
					Total :	295.00
206629	8/25/2016	000047	RIVERSIDE COUNTY, SHERIFF'S DEPAR	SH0000028882	RIVERSIDE CAL-ID FY 16/17 MEMBER AGENCY	34,148.00
					Total :	34,148.00
206630	8/25/2016	000529	SIEMENS INDUSTRY, INC	5610016861	JULY 2016 TRAFFIC SIGNAL MAINTENANCE	1,301.81
				5620013000	JULY 2016 TRAFFIC SIGNAL RESPONSE CALL O	1,503.94
					Total :	2,805.75
206631	8/25/2016	000919	STANTON, SHERRI	8/23/2016	8/13/16-8/26/16 ACCOUNTING CONTRACTUAL S	3,600.00
					Total :	3,600.00
206632	8/25/2016	000435	STRATA OAK, LLC C/O STRATA, EQUITY	90116	SEPT 2016 CITY HALL MONTHLY LEASE	21,078.31
					Total :	21,078.31
206633	8/25/2016	000987	TEAMAN, RAMIREZ & SMITH INC, (TRS)	77195	JULY 2016 ANNUAL AUDIT	8,000.00

08/25/2016 11:17:40AM

Voucher List
City of Wildomar

Page: 3

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206633	8/25/2016	000987	000987 TEAMAN, RAMIREZ & SMITH INC, (T (Continued)		Total :	8,000.00
206634	8/25/2016	000749	VANTAGEPOINT TRANSFER AGENTS, 3C 102213010		ICMA-RC REMITTANCE P/E 8/25/16	1,170.00
					Total :	1,170.00
206635	8/25/2016	000131	WESTERN RIVERSIDE COUNTY, RCA 82216		JULY 2016 MSHCP MITIGATION FEES	11,952.00
					Total :	11,952.00
206636	8/25/2016	000139	WILDOMAR CHAMBER OF COMMERCE 732		WILDOMAR COMM. NIGHT @ STORM	264.00
			733		7/23/16	
					WILDOMAR COMM. NIGHT @ STORM	24.00
					7/23/16	
					Total :	288.00
206637	8/25/2016	000055	WRCOG 82216		JULY 2016 TUMF FEES	53,238.00
					Total :	53,238.00
26 Vouchers for bank code : wf						Bank total : 316,335.99
26 Vouchers in this report						Total vouchers : 316,335.99

City of Wildomar
Payroll Warrant Register
9/1/2016

ACH Date	Payee	Description	Amount
8/11/2016	Payroll People	07/23/2016-08/05/2016	37,039.66
8/25/2016	Payroll People	08/06/2016-08/19/2016	38,056.84
9/1/2016	Payroll People	8/1/2016-08/31/2016	1,138.67
		TOTAL	76,235.17

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.8
CONSENT CALENDAR
Meeting Date: September 14, 2016

TO: Mayor and City Council Members

FROM: James Riley, Finance Director

PREPARED BY: Terry Rhodes, Accounting Manager

SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the Treasurer's Report for July, 2016.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of July, 2016.

FISCAL IMPACT:

None.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Treasurer's Report
Daily Cash Balance

CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
July 2016

CITY CASH

ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	WELLS FARGO	\$ 5,845,397.35	\$ 899,433.51	\$ (877,297.09)	\$ 5,867,533.77	0.000%
	TOTAL	\$ 5,845,397.35	\$ 899,433.51	\$ (877,297.09)	\$ 5,867,533.77	

CITY INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
LOCAL AGENCY INVESTMENT FUND	\$ 1,556,496.72	\$ 1,556,496.72	\$ 1,556,496.72	100.00%	0	0.588%
TOTAL	\$ 1,556,496.72	\$ 1,556,496.72	\$ 1,556,496.72	100.00%		

- TOTAL CASH AND INVESTMENT \$ 7,424,030.49

CITY INVESTMENT (Continued)

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS	\$ 1,554,382.02	\$ 2,114.70	\$ 0.00	\$ 1,556,496.72	0.588%
TOTAL	\$ 1,554,382.02	\$ 2,114.70	\$ 0.00	\$ 1,556,496.72	

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

James Riley

9/7/2016

James Riley
Finance Director

Date

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.9
CONSENT CALENDAR
Meeting Date: September 14, 2016

TO: Mayor and City Council Members

FROM: Janet Morales, Sr. Administrative Analyst

SUBJECT: FY 2016 Emergency Management Performance Grant (EMPG) Program Award

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council accept \$10,232 in funding from Riverside County's FY 2016 EMPG Program and adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, APPROVING PARTICIPATION IN THE FY 2016 EMERGENCY
MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM AND
AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY
DOCUMENTS FOR AND ON BEHALF OF THE CITY

DISCUSSION:

The California Emergency Management Agency (CalEMA) has approved Riverside County's FY 2016 EMPG application and has authorized the commencement of reimbursement requests to approved Cities. The performance period of this grant is July 1, 2016 – April 30, 2017. The purpose of the grant is to enhance state, tribal and local emergency management programs. EMPG must be used to support activities that contribute to the operational area's capability to prevent, prepare for, mitigate against, respond to and recover from natural or man made emergencies and disasters.

The EMPG Grant program has a 50% Federal and 50% local cost share cash or in-kind match requirement. Typical purchases include authorized equipment, costs associated with training or exercises and personnel. Staff has allocated the funds for FY 2016 to applied towards personnel; however, there is an opportunity each quarter to modify the request should the need arise.

FISCAL IMPACT:

The total grant amount is \$10,232; the total 50% local cost share amount is \$10,232.

Submitted By:
Janet Morales
Sr. Administrative Analyst

Approved By:
Gary Nordquist
City Manager

ATTACHMENTS:

- A. Resolution
- B. FY 2016 EMPG Project Ledger
- C. FY 2016 EMPG Award letter
- D. FY 2016 Grant Assurances

Attachment A

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, APPROVING PARTICIPATION IN THE FY 2016 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR AND ON BEHALF OF THE CITY

WHEREAS, the Department of Homeland Security, Federal Emergency Management Agency have provided funds for the FY 2016 Emergency Management Performance Grant (EMPG) program; and

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

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

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

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

1. The City Council approves participation in the FY 2016 Emergency Management Performance Grant Program; and
2. The City Council appoints the City Manager or his designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned projects

PASSED, APPROVED, AND ADOPTED this 14th day of September, 2016.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

Attachment B

PROJECT LEDGER

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subrecipients may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

CFDA #	97.042
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Warning! Decimal usage is not allowed. Attempts to use decimals will prompt error message.

LEDGER TYPE:	Initial Application
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Today's Date:	June 21, 2016
---------------	---------------

Wildomar

065-00000

2016-0010

[illegible]

Attachment C



Kim Saruwatari, MPH
Emergency Management Department Director

August 15, 2016

Wildomar
Les Chapman

RE: FY16 Emergency Management Performance Grant Program (EMPG) Award - \$10,232
Grant #2016-00010 CFDA#: 97.042

The California Office of Emergency Services (CalOES) has approved Riverside County's FY16 Emergency Management Performance Grant Program (EMPG) application and has authorized the commencement of reimbursement requests. The performance period of this grant is **July 1, 2016 (for personnel and services) August 13, 2016 (for equipment) – April 30, 2017**. All **final reimbursement requests** are **due** no later than **May 10, 2017**.

Please remember that changes to your grant will require the approval of the OA prior to incurring any costs. All modifications, EHP's, sole source procurement, EOC and construction requests require additional approvals from CalOES through the OA prior to incurring any costs. Some of your projects may require these additional approvals. It is your Agency's responsibility to obtain all additional approvals prior to expending the funds. Your Agency will also be responsible for providing all necessary documentation for reimbursements. If you are purchasing maintenance agreements, upgrades, service fees, etc. for your equipment or continuation of a service it is your responsibility to provide proof that these costs follow the guidelines of the grant.

Your Agency's Financial Workbook is being provided to you via email along with a copy of this letter. **Please complete the facesheet on your workbook and please have the Grant Assurances read, signed and dated by your authorized agent in blue ink and return both to me. Reimbursements will not be processed without these.** Keep in mind that this grant has a **dollar-for-dollar match** requirement.

By accepting this award it will be understood that you are agreeing to conform to the requirements of the grant as put forth in the FY16 EMPG Grant Assurances, the State Supplemental Guidance, the Federal Guidance, the Federal Single Audit Act of 1984 and amendment of 1996, and the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended.

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

Regards,

Kim Dana

Kim Dana
Administrative Services Analyst II
Riverside County EMD
951-955-0419

4210 RIVERWALK PARKWAY, SUITE 300

RIVERSIDE, CALIFORNIA 92505

T: 951.358.7100 ♦ F: 951.358.7105 ♦ WEB: WWW.RIVCOPHEPR.ORG ♦ TDD: 951.358.5124

Attachment D



Standard Assurances
For FY16 Emergency Management Program
Grant# 2016-0010 - CFDA# 97.042

Applicant: _____

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR) and updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body.
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the Riverside County Operational Area (RCOA) through the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 CFR § 200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud,

and abuse by debaring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs; (42 U.S.C. §§ 12101-12213.)
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing;

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (l) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

- (e) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190); Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Executive Order 11514 which sets forth national environmental standards.
- (g) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order EO 11990 which requires preservation of wetlands;
- (h) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (i) The Endangered Species Act of 1973, (P.L. 93-205);
- (j) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 CFR § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C § 3729 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- (b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job before commencing performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.

- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Rights Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

21. Acknowledgment of Federal Funding from DHS and Use of DHS Seal, Logo, and Flags

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

25. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

26. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

27. Fly America Act of 1974

All Applicants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

28. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

29. Non-supplanting Requirement

All Applicants who receive awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

30. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

31. SAFECOM

All Applicants who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency

Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

32. Terrorist Financing

All Applicants must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

33. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

34. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for RCOA, Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if RCOA or Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202016%20DHS%20General%20Terms%20and%20Conditions.pdf>

The undersigned represents that he/she is authorized by the above named Applicant to enter into this agreement for and on behalf of the said Applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.10
CONSENT CALENDAR
Meeting Date: September 14, 2016

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Tentative Parcel Map No. 32257 (PA 16-0075) - Receive and File

STAFF REPORT

RECOMMENDATION:

Staff recommends the City Council receive and file the report of the Planning Commission's Approval.

DISCUSSION:

The Planning Commission reviewed the proposed one-year time extension for Tentative Parcel Map No. 32257 at its August 3, 2016 meeting. The extension of time was needed to allow the Applicant (Jack Kofdarali) additional time to satisfy their conditions of approval prior to map recordation (i.e., improvement plans, etc.).

The details of the one year extension of time are outlined in the August 3, 2016 Planning Commission staff report which has been provided for Council consideration (Attachment A). After public testimony and Commission discussion, the Planning Commission voted 3-1-1 to adopt PC Resolution No. 2016-23 approving a one-year extension of time (#1 of 5) to July 15, 2017, subject to the original conditions of approval adopted by the Planning Commission on July 15, 2009 and as outlined in the Phasing Agreement approved by the City on June 25, 2012.

In accordance with the Section 16.12.160 of the Subdivision Ordinance, the actions by the Planning Commission must be reported to the City Council. Once the Council accepts the Planning Commission's decision with this receive and file report, a 10 day appeal period begins whereby an appeal may be filed. The deadline to file an appeal is September 26, 2016. If no appeal is filed with the City Clerk, the Planning Commission's approval of the one-year extension of time becomes effective on September 27, 2016.

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

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

August 3, 2016 PC Staff Report (no attachments)

ATTACHMENT A

August 3, 2016 PC Staff Report (no attachments)



CITY OF WILDOMAR – PLANNING COMMISSION
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: August 3, 2016

TO: Chairman and Members of the Planning Commission

FROM: Matthew C. Bassi, Planning Director

SUBJECT: **Tentative Parcel Map No. 32257 - Extension of Time (PA 16-0075):**
Planning Commission review and consideration of a 1-year extension of time for a City approved Tentative Parcel Map (TPM No. 32257) requested by Mr. Jack Kofdarali on behalf of Tesoro Refining Co. located on the SEC of Bundy Canyon Road and the I-15 freeway (APN: 367-100-019).

STAFF REPORT

RECOMMENDATION:

The Planning Department recommends the Planning Commission take the following action:

1. Adopt a Resolution entitled:

PC RESOLUTION NO. 2016-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A ONE-YEAR (1) EXTENSION OF TIME TO JULY 15, 2017 FOR TENTATIVE PARCEL MAP NO. 32257 (PLANNING APPLICATION NO. 16-0075) LOCATED AT THE SEC CORNER OF BUNDY CANYON ROAD AND THE I-15 FREEWAY (APN: 367-100-019)

BACKGROUND/DESCRIPTION:

The Applicant is requesting a one-year extension of time to July 15, 2017 for Tentative Parcel Map No. 32257. The original parcel was approved by the Planning Commission on July 15, 2009 to subdivide 6.64 acres into six parcels to facilitate 36,990 square-foot multi-tenant retail center. The Planning Department on June 25, 2012 approved a phasing agreement that allowed phasing of the project.

The Applicant is currently processing the final parcel map through the Engineering Department for consideration by the City Council. The final map has not been scheduled for a Council meeting yet so to avoid any timing issues the Applicant is requesting the extension of time at this time.

The project site is located on the southeast corner of the I-15 freeway and Bundy Canyon Road. The Walmart project is located immediately south and east of the site. The vicinity Map below shows the project site location and surrounding area.

Vicinity/Location Map

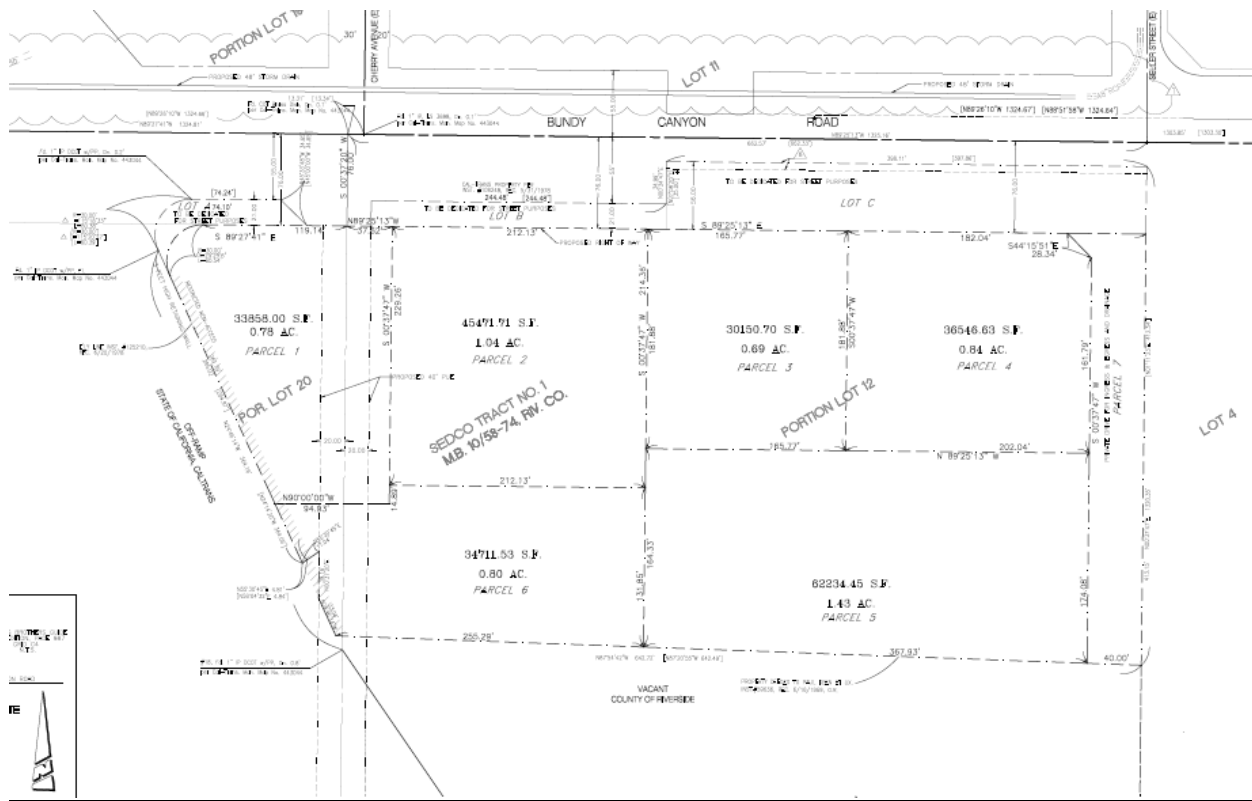


DISCUSSION / ANALYSIS:

The approved Tentative Map was due to expire on July 15, 2016; however, the Applicant submitted the appropriate application and fee 30 days in advance of the expiration date (June 16, 2016), thus, the parcel map is still valid and the Commission may act upon the extension of time request. The parcel map expiration date includes the four years of automatic extensions adopted by the State legislature via AB 208 and AB 116. This extension of the time is the first of five possible extensions eligible under the provisions of Chapter 16.12.240.A of the municipal code.

In reviewing the extension of time request, the Planning and Engineering departments have determined that the approved Parcel Map has not been modified from the original design approved by the Commission, nor has the Applicant requested any changes. Thus, a minor change approval is not needed with the extension of time. A copy of the approved Parcel Map is provided on the following page in Attachment C.

Parcel Map No. 32257 – Minor Change Approved Exhibit (7/15/09)



Based on review of the extension of time request, the Tentative Parcel Map remains in compliance with the current general plan policies of the Commercial Retail (CR) land use designation and development standards of the C-1/C-P zone.

CEQA DISCUSSION:

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a Mitigated Negative Declaration was prepared, considered and adopted by the Planning Commission on July 15, 2009 as part of its approval of Tentative Parcel Map No. 32257. A Notice of Determination was filed with the Riverside County Clerk within the prescribed time frame in accordance with CEQA. As part of the environmental assessment for Tentative Parcel Map No. 32257, the City identified six (6) areas with potentially significant impacts. Of the impact categories identified, all impacts are fully mitigated by the adopted mitigation measures contained in the project's IS/MND.

CEQA Guideline 15162 provides that once a mitigated negative declaration is adopted for a project, if a further discretionary approval is required for the project the lead agency may determine, based on substantial evidence, whether additional environmental review of the project is warranted. More specifically, if one or more of the conditions stated in Guideline 15162(a) are present (discussed in more detail below), then the lead agency must prepare a subsequent EIR for the project. If none of the conditions stated in Guideline 15162(a) are present, then the lead agency has the

discretion to determine whether to require a lesser form of environmental review (such as an addendum) or no further documentation at all. (Guideline 15162(b)).

Guideline 15162(a) requires a subsequent EIR to be prepared if one or more of the following conditions exist:

“(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.”

Given these facts, the Planning Department is recommending the Planning Commission make the following findings that the one-year extension of time for Tentative Parcel Map No. 32257 does not trigger any of the conditions that would require the preparation of a subsequent EIR and that no further CEQA documentation is required.

1) *No Substantial Changes to the Project:*

The Applicant is not proposing any technical or physical changes to TTM No. 32257 as part of the extension of time. Therefore, no major revisions of the

previously adopted IS/MND environmental document are necessary because there are no new significant environmental effects, or a substantial increase in the severity of previously identified significant effects, resulting from changes to the project.

2) *No Substantial Changes to the Project's Circumstances:*

Since incorporation, the City has not made any amendments to the General Plan land use designation of Commercial Retail (CR) that would affect the approved Parcel Map. Further, the City has not made any amendments to the C-1/C-P zone that would affect the development standards applicable to the approved Parcel Map. In addition, the applicant and City staff have thoroughly investigated whether the environmental setting for Tentative Parcel Map No. 32257 has changed since the Map was first approved by the Planning Commission on July 15, 2009, and has determined that the environmental setting is substantially the same as it was in 2009. Therefore, no substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previously adopted IS/MND environmental document due to the involvement of new significant environmental effects, or a substantial increase in the severity of previously identified significant effects.

3) *No New Information of Substantial Importance:*

This final element under CEQA Guideline 15162(a) requires a showing that there is no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time of the original project approval. The City has not been made aware of any new information that was not known and could not have been known at the time the Planning Commission originally approved the Mitigated Negative Declaration (MND) that evidences new or increased significant environmental effects or that new mitigation measures or mitigation measures previously found infeasible are available that would substantially decrease the project's environmental impacts.

While the Extension of Time is a discretionary decision to be made by the Planning Commission, there have been no significant changes in the project, no significant changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects. Therefore, no conditions exist that might otherwise require a subsequent EIR, subsequent MND, subsequent Negative Declaration or an Addendum pursuant to Title 14 Cal. Code Regs. Section 15162. Therefore, it can be concluded with certainty that no additional CEQA documentation is required.

EOT FINDINGS OF FACT:

Pursuant to Chapter 16.12.240.C of the Wildomar Municipal Code, and in light of the record before it, including the staff report dated August 3, 2016 and all evidence and testimony heard at the public hearing for said extension of time for Tentative Parcel Map No. 32257, the Planning Commission hereby finds as follows:

Finding 1: The proposed extension of time for TM No. 32257 is consistent with the City of Wildomar General Plan.

Evidence: The existing General Plan land use designation for the project site is Commercial Retail (CR) which encourages development of commercial retail centers, including gas stations and fast food restaurants. The approved Tentative Parcel Map, along with the phasing agreement approved by the City on June 25, 2012, would allow for the development of an approximate 37,000 square-foot retail center, subject to conditions as allowed by the CR land use designation. Further, the Land Use Element of the General Plan encourages the development of a variety of regional and local commercial business. The Tentative Parcel Map, and subsequent commercial development, remains consistent with this policy as it will provide retail shopping opportunities for Wildomar residents, including travelers on the I-15 freeway. Considering these facts, the proposed request for a one-year extension of time to July 15, 2017 for Tentative Parcel Map No. 32257 continues to be consistent with the General Plan.

Finding 2: The proposed extension of time for TPM No. 32257 is consistent with the City of Wildomar Zoning Ordinance.

Evidence: The existing Zoning designation for the project site is C-1/C-P (General Commercial) is highly consistent with the General Plan land use designation of Commercial Retail (CR). Further, the approved Tentative Parcel Map will allow for the development of an approximate 37,000 square-foot retail center consistent with the C-1/C-P development standards related to lot depth, lot width, and lot area. The Tentative Parcel Map, and subsequent commercial development, remains consistent with these zoning/development standards. Considering these facts, the proposed request for a one-year extension of time to July 15, 2017 for Tentative Parcel Map No. 32257 continues to be consistent with the Zoning Ordinance.

Finding 3: The proposed extension of time for TM No. 32257 does not adversely affect the general health, safety and welfare of the public.

Evidence: The proposed extension of time does not adversely affect the general health, safety and welfare of the public as the originally approved Tentative Parcel Map remains in compliance with all the required design and development standards of the CR land use designation and C-1/C-P zoning designation. Further, all mitigation measures originally adopted for the project remain in full force and effect. As there have been no amendments to the CR land use or C-1/C-P zoning designations since incorporation, the original land use policies and development standards remain the same. Further, the design of the subdivision remains in conformance with the City's Subdivision Ordinance (Title 16) in that the design and construction of all improvements related to the proposed project remain as originally conditioned which are intended to protect the general health, safety and welfare of the public.

PUBLIC NOTICING:

In accordance with Title 17, Chapter 17.04.050 of the Wildomar Municipal Code, the Planning Department on July 19, 2016 mailed a legal notice to all adjacent property owners within a 600-foot radius of the project site notifying them of the public hearing to be held by the Planning Commission on August 3, 2016 to discuss the proposed Extension of Time for Tentative Parcel Map No. 32257. Further, in accordance with Title 17, Chapter 17.04.050 of the Wildomar Municipal Code, the Planning Department on July 22, 2016 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the public hearing to be held by the Planning Commission on August 3, 2016 to discuss the proposed Extension of Time for Tentative Parcel Map No. 32257.

Respectfully Submitted,
Matthew C. Bassi
Planning Director

Reviewed By,
Erica L. Vega
Assistant City Attorney

ATTACHMENTS:

- A. ~~PC Resolution No. 2016-23~~
 ~~Exhibit 1 — Approved Conditions/Phasing Agreement~~
- B. ~~Initial Study/Mitigated Negative Declaration~~
- C. ~~City Approved TPM No. 32257 Exhibit~~

INCORPORATED HEREIN BY REFERENCE THE FOLLOWING:

- City of Wildomar General Plan and General Plan EIR
- City of Wildomar Subdivision Ordinance (Title 16)
- City of Wildomar Zoning Ordinance (Title 17)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.11
CONSENT CALENDAR
Meeting Date: September 14, 2016

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Tentative Tract Map No. 33543 (PA 16-0063) - Receive and File

STAFF REPORT

RECOMMENDATION:

Staff recommends the City Council receive and file the report of the Planning Commission's approval.

DISCUSSION:

The Planning Commission reviewed the proposed one-year time extension for Tentative Tract Map No. 33543 at its August 3, 2016 meeting. The extension of time was needed to allow the Applicant (Tom Love on behalf of Newport Investments, Inc.) additional time to satisfy their conditions of approval prior to map recordation (i.e., improvement plans, etc.).

The details of the one year extension of time are outlined in the August 3, 2016 Planning Commission staff report which has been provided for Council consideration (Attachment A). After public testimony and Commission discussion, the Planning Commission voted 3-1-1 to adopt PC Resolution No. 2016-24 approving a one-year extension of time (#1 of 5) to September 12, 2017 for Tentative Tract Map No. 33543, subject to the original conditions of approval adopted by the Riverside County Board of Supervisors on September 12, 2006.

In accordance with the Section 16.12.160 of the Subdivision Ordinance, the actions by the Planning Commission must be reported to the City Council. Once the Council accepts the Planning Commission's decision with this receive and file report, a 10 day appeal period begins whereby an appeal may be filed. The deadline to file an appeal is September 26, 2016. If no appeal is filed with the City Clerk, the Planning Commission's approval of the one-year extension of time becomes effective on September 27, 2016.

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

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

August 3, 2016 PC Staff Report (no attachments)

ATTACHMENT A

August 3, 2016 PC Staff Report (no attachments)



CITY OF WILDOMAR – PLANNING COMMISSION
Agenda Item #2.2
PUBLIC HEARING
Meeting Date: August 3, 2016

TO: Chairman and Members of the Planning Commission

FROM: Alfredo Garcia, Assistant Planner

SUBJECT: Tentative Tract Map No. 33543 Extension of Time (PA 16-0063):
Planning Commission review and consideration of a 1-year extension of time for a County approved Tentative Tract Map (TTM No. 33543) requested by Tom Love on behalf of Newport Investments, Inc. located on the SWC of Cherry Street and Waite Street (APN: 366-280-022).

STAFF REPORT

RECOMMENDATION:

The Planning Department recommends the Planning Commission take the following action:

1. Adopt a Resolution entitled:

PC RESOLUTION NO. 2016-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A ONE-YEAR (1) EXTENSION OF TIME TO SEPTEMBER 12, 2017 FOR TENTATIVE TRACT MAP NO. 33543 (PLANNING APPLICATION NO. 16-0063) LOCATED AT THE SWC OF CHERRY STREET AND WAITE STREET (APN: 366-280-022)

BACKGROUND/DESCRIPTION:

The Applicant is proposing a one-year extension of time to a tentative tract map that was approved by Riverside County on September 12, 2006 (10 lots). The final map has not been processed and there is no date for when the final map will be submitted by the Applicant. To avoid any timing issues with the final map, the Applicant is requesting the extension of time at this time.

The project site is located at the southwest corner of Cherry Street and Waite Street. The vicinity map on the following page shows the project site location and surrounding area.

Vicinity/Location Map



DISCUSSION / ANALYSIS:

The approved tentative map is currently due to expire on September 12, 2016. The Applicant has requested a one-year extension of time to September 12, 2017. This expiration date includes the seven years of automatic extension of times the State legislature has granted for qualifying maps via SB 1185, AB 333, AB 208 & AB 116.

Section 16.12.240.A of the subdivision ordinance allows tentative tract maps up to five, one year extension of times provided the Applicant files an application and filing fee with the Planning Director at least 30 days prior to the expiration date. The approval or denial of an extension of time rests with the Planning Commission. On May 17, 2016, the Applicant submitted the required application and processing fee, thus, meeting the submittal requirement for an extension of time.

CEQA DISCUSSION:

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a Mitigated Negative Declaration (EA No. 40143) was prepared, considered and adopted by the Riverside County Board of Supervisors on September 12, 2006 as part of its approval of Tentative Tract Map No. 33543. The accompanying Change of Zone from R-R to R-1 was also approved by the Board on September 12, 2006. A Notice of Determination was filed with the Riverside County Clerk within the prescribed time frame in accordance with CEQA.

As part of the environmental assessment for Tentative Tract Map No. 33543, the County identified five (5) areas with potentially significant impacts. Of the impact categories identified, the conclusion in EA 40143 is that all impacts are fully mitigated by the adopted mitigation measures contained in EA 40143, the resulting Mitigated Negative Declaration, and the approved Tentative Tract Map's conditions of approval.

CEQA Guideline 15162 provides that once a mitigated negative declaration is adopted for a project, if a further discretionary approval is required for the project the lead agency may determine, based on substantial evidence, whether additional environmental review of the project is warranted. More specifically, if one or more of the conditions stated in Guideline 15162(a) are present (discussed in more detail below), then the lead agency must prepare a subsequent EIR for the project. If none of the conditions stated in Guideline 15162(a) are present, then the lead agency has the discretion to determine whether to require a lesser form of environmental review (such as an addendum) or no further documentation at all. (Guideline 15162(b)).

Guideline 15162(a) requires a subsequent EIR to be prepared if one or more of the following conditions exist:

“(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.”

Staff recommends the Planning Commission find and determine that the proposed Extension of Times for Tentative Tract Map No. 33543 does not trigger any of the conditions that would require the preparation of a subsequent EIR as follows:

1) No Substantial Changes to the Project:

The Applicant is not proposing any technical or physical changes to TTM No. 33543. Therefore, no major revisions of the previously adopted environmental document (EA 40143) are necessary because there are no new significant environmental effects, or a substantial increase in the severity of previously identified significant effects, resulting from changes to the project.

2) No Substantial Changes to the Project's Circumstances:

Upon incorporation of the City of Wildomar, the City adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Map No. 33543. Since incorporation, the City has not made any amendments to the General Plan land use designation of Medium Density Residential (MDR) that would affect the approved tentative tract map. Further, the City has not made any amendments to the R-1 zone that would affect the development standards applicable to the approved tract map. In addition, the applicant and City staff have thoroughly investigated whether the environmental setting for Tentative Tract Map No. 33543 has changed since the map was first approved by the Riverside County Board of Supervisors on September 12, 2006, and has determined that the environmental setting is substantially the same as it was in 2006. Therefore, no substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previously adopted environmental document (EA 40143) due to the involvement of new significant environmental effects, or a substantial increase in the severity of previously identified significant effects.

3) No New Information of Substantial Importance:

This final element under CEQA Guideline 15162(a) requires a showing that there is no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time of the original project approval. The City has not been made aware of any new information that was not known and could not have been known at the time the Riverside County Board of Supervisors originally approved the Mitigated Negative Declaration (MND) that evidences new or increased significant environmental effects or that new mitigation measures or mitigation measures previously found infeasible are available that would substantially decrease the project's environmental impacts.

While the Extension of Time is a discretionary decision to be made by the Planning Commission, there have been no significant changes in the project, no significant changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects. Therefore, no conditions exist that might otherwise require a subsequent EIR, subsequent MND or subsequent Negative Declaration or an Addendum pursuant to Title 14 Cal. Code Regs. Section 15162. Therefore, it can be concluded with certainty that no additional CEQA documentation is required.

EOT FINDINGS OF FACT:

Pursuant to Chapter 16.12.240.C of the Wildomar Municipal Code, and in light of the record before it, including the staff report dated August 3, 2016 and all evidence and testimony heard at the public hearing for said extension of time for Tentative Tract Map No. 33543, staff recommends the Planning Commission hereby make the following findings in support of the extension of time.

Finding 1: The proposed extension of time for TM No. 33543 is consistent with the City of Wildomar General Plan.

Evidence: The existing General Plan land use designation for the project site is Medium Density Residential (MDR) which allows single family residential land uses with densities ranging from 2 to 5 dwelling units per acre. The approved tentative tract map, along, would allow for the development of 10 single family lots on 2.37 acres with a density of 4.2 units/acre which falls within the allowable density range permitted under the MDR land use designation. Further, the Land Use Element of the General Plan encourages the development of a variety of housing types, styles and densities that are accessible to and meet the needs of a range of lifestyles, physical abilities, and income levels. The proposed tract map, and subsequent residential development, remains consistent with this policy as it will provide single family residential homeownership opportunities for Wildomar residents. Considering these facts, the proposed request for a one-year extension of time to September 12, 2017 for Tentative Tract Map No. 33543 continues to be consistent with the General Plan.

Finding 2: The proposed extension of time for TM No. 33543 is consistent with the City of Wildomar Zoning Ordinance.

Evidence: The existing Zoning designation for the project site is R-1 (One-Family Dwelling) is highly consistent with the General Plan land use designation of Medium Density Residential (MDR). Further, the approved tentative tract map will allow for the development of 10 single family residential dwelling units consistent with the minimum R-1 development standards related to lot depth (100 feet), lot width (60 feet) and lot area (7,200 square feet). The proposed tract map, and subsequent residential development, remains consistent with these zoning/development standards. Considering these facts, the proposed request for a one-year extension of time to September 12, 2017 for Tentative Tract Map No. 33543 continues to be consistent with the Zoning Ordinance.

Finding 3: The proposed extension of time for TM No. 33543 does not adversely affect the general health, safety and welfare of the public.

Evidence: The proposed extension of time does not adversely affect the general health, safety and welfare of the public as the originally approved tract map, the map remains in compliance with all the required design and development standards of the MDR land use designation and R-1 zoning designation. Further, all mitigation measures adopted for the project remain in full force and effect. As there have been no amendments to the MDR land use or R-1 zoning designations since incorporation, the original land use policies and development standards remain the same. Further, the design of the subdivision remains in conformance with the City's Subdivision Ordinance (Title 16) in that the design and construction of all improvements related to the proposed project remain as originally conditioned which are intended to protect the general health, safety and welfare of the public.

PUBLIC NOTICING:

In accordance with Title 17, Chapter 17.04.050 of the Wildomar Municipal Code, the Planning Department on July 19, 2016 mailed a legal notice to all adjacent property owners within a 600-foot radius of the project site notifying them of the public hearing to be held by the Planning Commission on August 3, 2016 to discuss the proposed Extension of Time for Tentative Tract Map No. 33543. Further, in accordance with Title 17, Chapter 17.04.050 of the Wildomar Municipal Code, the Planning Department on July 22, 2016 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the public hearing to be held by the Planning Commission on August 3, 2016 to discuss the proposed Extension of Time for Tentative Tract Map No. 33543.

Respectfully Submitted,
Matthew Bassi
Planning Director

Reviewed By,
Erica L. Vega
Assistant City Attorney

ATTACHMENTS:

A. ~~PC Resolution No. 2016-24~~

~~Exhibit 1 — County Approved Conditions for TM 33543 (dated 9/12/06)~~

B. ~~County Approved Environmental Assessment (EA No. 40143)~~

C. ~~TTM No. 33543 Exhibit~~

INCORPORATED HEREIN BY REFERENCE THE FOLLOWING:

- City of Wildomar General Plan and General Plan EIR
- City of Wildomar Subdivision Ordinance (Title 16)
- City of Wildomar Zoning Ordinance (Title 17)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.12
CONSENT CALENDAR
Meeting Date: September 14, 2016

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Tentative Tract Map No. 31896 (PA 16-0052) - Receive and File

STAFF REPORT

RECOMMENDATION:

Staff recommends the City Council receive and file the report of the Planning Commission's approval.

DISCUSSION:

The Planning Commission reviewed the proposed one-year time extension for Tentative Tract Map No. 31896 at its August 3, 2016 meeting. The extension of time was needed to allow the Applicant (Ed Lenth on behalf of R&H Wildomar 1, LLP) additional time to satisfy their conditions of approval prior to map recordation (i.e., improvement plans, etc.).

The details of the one year extension of time are outlined in the August 3, 2016 Planning Commission staff report which has been provided for Council consideration (Attachment A). After public testimony and Commission discussion, the Planning Commission voted 3-1-1 to adopt PC 2016-25 approving a one-year extension of time (#1 of 5) to January 9, 2018 for Tentative Tract Map No. 31896, subject to the original conditions of approval adopted by the Riverside County Board of Supervisors on January 9, 2007.

In accordance with the Section 16.12.160 of the Subdivision Ordinance, the actions by the Planning Commission must be reported to the City Council. Once the Council accepts the Planning Commission's decision with this receive and file report, a 10 day appeal period begins whereby an appeal may be filed. The deadline to file an appeal is September 26, 2016. If no appeal is filed with the City Clerk, the Planning Commission's approval of the one-year extension of time becomes effective on September 27, 2016.

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

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

August 3, 2016 PC Staff Report (no attachments)

ATTACHMENT A

August 3, 2016 PC Staff Report (no attachments)



CITY OF WILDOMAR – PLANNING COMMISSION
Agenda Item #2.3
PUBLIC HEARING
Meeting Date: August 3, 2016

TO: Chairman and Members of the Planning Commission

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Tentative Tract Map No. 31896 Extension of Time (PA 16-0052):

Planning Commission review and consideration of a 1-year extension of time for a County approved Tentative Tract Map (TTM No. 31896) requested by Ed Lenth on behalf of R&H Wildomar 1, LLP located generally at the NWC of Palomar Street and Starbuck Circle (APN: 380-210-003, 004, 005, 016 and 380-160-018).

STAFF REPORT

RECOMMENDATION:

The Planning Department recommends the Planning Commission take the following action:

1. Adopt a Resolution entitled:

PC RESOLUTION NO. 2016-25

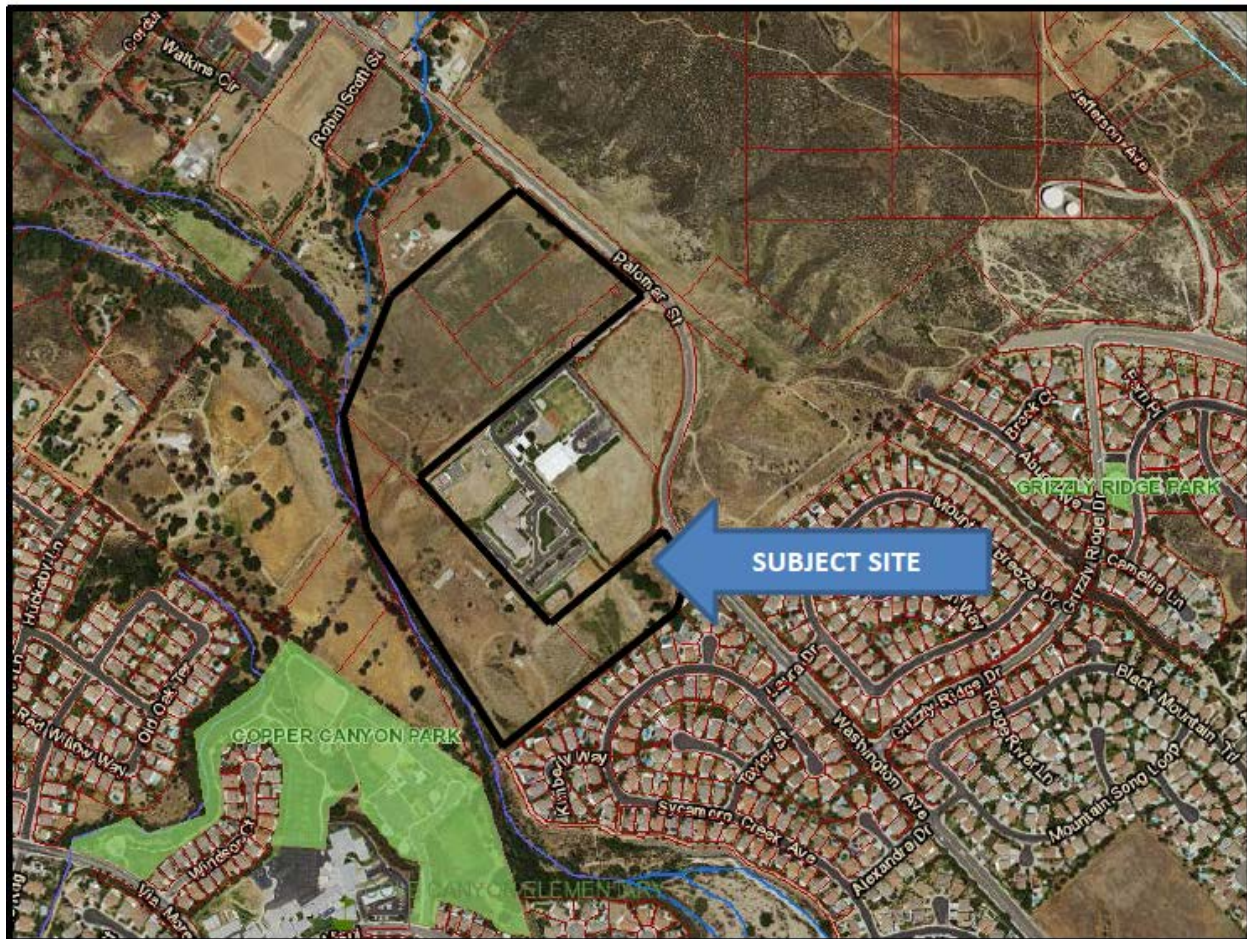
A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A ONE-YEAR (1) EXTENSION OF TIME TO JANUARY 9, 2018 FOR TENTATIVE TRACT MAP NO. 31896 (PLANNING APPLICATION NO. 16-0052) SUBJECT TO THE ORIGINAL CONDITIONS OF APPROVAL ADOPTED BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ON JANUARY 9, 2007, LOCATED AT THE NWC OF PALOMAR STREET AND STARBUCK CIRCLE (APN: 380-210-003, 004, 005, 016 AND 380-160-018).

BACKGROUND/DESCRIPTION:

The Applicant is proposing a one-year extension of time to a tentative tract map that was approved by Riverside County on January 9, 2007 (131 lots). The Planning Commission approved a minor change to the tract map on December 2, 2015 (reduced to 126 lots). The applicant has submitted the final map and street improvement plans to the Engineering Department for review and processing. The final map process is still on-going and there is no date for when the final map will be reviewed by the City council. To avoid any timing issues with the final map, the Applicant is requesting the extension of time at this time. The project site is located generally on northwest corner

of Palomar Street and Starbuck Circle. The vicinity map below shows the project site location and surrounding area.

Vicinity/Location Map



DISCUSSION / ANALYSIS:

The approved tentative map is currently due to expire on January 9, 2017. The Applicant has requested a one-year extension of time to January 9, 2018. This expiration date includes the seven years of automatic extension of times the State legislature has granted for qualifying maps via SB 1185, AB 333, AB 208 & AB 116.

Section 16.12.240.A of the subdivision ordinance allows tentative tract maps up to five, one year extension of times provided the Applicant files an application and filing fee with the Planning Director at least 30 days prior to the expiration date. The approval or denial of an extension of time rests with the Planning Commission. On May 3, 2016, the Applicant submitted the required application and processing fee, thus, meeting the submittal requirement for an extension of time.

In reviewing the extension of time request, the Planning and Engineering departments have determined that the approved tract map has not been modified from the design

A copy of the approved tract map as modified by Minor Change No. 15-0099 is provided below and in Attachment C.

[illegible]

Based on review of the extension of time request, the tentative tract map remains in compliance with the current development standards and policies of the City's zoning and subdivision ordinances. Further, the approved R-1 zoning remains consistent with the adopted general plan land use designation of Medium Density Residential (MDR) which was in effect at the time the tract map was approved by the Board of Supervisors and modified by the Commission. The MDR designation allows single family residential development within a density range of 2 – 5 units/acre. The approved tract map has since its original approval, and continues to have, a density of 3 units/acre.

A copy of the County approved conditions for TTM No. 31896 is provided in Attachment A (Exhibit 1), and a copy of the adopted Environmental Assessment (EA No. 39384) is provided in Attachment B. A reduced copy of the approved minor change tract map is provided in Exhibit C.

CEQA DISCUSSION:

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a Mitigated Negative Declaration (EA No. 39384) was prepared, considered and adopted by the Riverside County Board of Supervisor's on January 9, 2007 as part of its approval of Tentative Tract Map No. 31896. The accompanying Change of Zone from R-R & M-SC to R-1 & W-1 was also approved by the Board on January 9, 2007. A Notice of Determination was filed with the Riverside County Clerk within the prescribed time frame in accordance with CEQA.

As part of the environmental assessment for Tentative Tract Map No. 31896, the County identified eight (8) areas with potentially significant impacts. Of the impact categories identified, the conclusion in EA 39384 is that all impacts are fully mitigated by the adopted mitigation measures contained in EA 39384, the resulting Mitigated Negative Declaration, and the approved Tentative Tract Map's conditions of approval.

CEQA Guideline 15162 provides that once a mitigated negative declaration is adopted for a project, if a further discretionary approval is required for the project the lead agency may determine, based on substantial evidence, whether additional environmental review of the project is warranted. More specifically, if one or more of the conditions stated in Guideline 15162(a) are present (discussed in more detail below), then the lead agency must prepare a subsequent EIR for the project. If none of the conditions stated in Guideline 15162(a) are present, then the lead agency has the discretion to determine whether to require a lesser form of environmental review (such as an addendum) or no further documentation at all. (Guideline 15162(b)).

Guideline 15162(a) requires a subsequent EIR to be prepared if one or more of the following conditions exist:

“(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.”

Staff recommends the Planning Commission find and determine that the proposed Extension of Time for Tentative Tract Map No. 31896 does not trigger any of the conditions that would require the preparation of a subsequent EIR as follows:

1) No Substantial Changes to the Project:

The Applicant is not proposing any technical or physical changes to TTM No. 31896. Therefore, no major revisions of the previously adopted environmental document (EA 39384) are necessary because there are no new significant environmental effects, or a substantial increase in the severity of previously identified significant effects, resulting from changes to the project.

2) No Substantial Changes to the Project's Circumstances:

Upon incorporation of the City of Wildomar, the City adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Map No. 31896. Since incorporation, the City has not made any amendments to the General Plan land use designation of Medium Density Residential (MDR) that would affect the approved tentative tract map. Further, the City has not made any amendments to the R-1 zone that would affect the development standards applicable to the approved tract map. In addition, the

applicant and City staff have thoroughly investigated whether the environmental setting for Tentative Tract Map No. 31896 has changed since the map was first approved by the Riverside County Board of Supervisors on January 9, 2007, and has determined that the environmental setting is substantially the same as it was in 2007. Therefore, no substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previously adopted environmental document (EA 39384) due to the involvement of new significant environmental effects, or a substantial increase in the severity of previously identified significant effects.

3) *No New Information of Substantial Importance:*

This final element under CEQA Guideline 15162(a) requires a showing that there is no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time of the original project approval. The City has not been made aware of any new information that was not known and could not have been known at the time the Riverside County Board of Supervisors originally approved the Mitigated Negative Declaration (MND) that evidences new or increased significant environmental effects or that new mitigation measures or mitigation measures previously found infeasible are available that would substantially decrease the project's environmental impacts.

While the Extension of Time is a discretionary decision to be made by the Planning Commission, there have been no significant changes in the project, no significant changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects. Therefore, no conditions exist that might otherwise require a subsequent EIR, subsequent MND, subsequent Negative Declaration or an Addendum pursuant to Title 14 Cal. Code Regs. Section 15162. Therefore, it can be concluded with certainty that no additional CEQA documentation is required.

EOT FINDINGS OF FACT:

Pursuant to Chapter 16.12.240.C of the Wildomar Municipal Code, and in light of the record before it, including the staff report dated August 3, 2016 and all evidence and testimony heard at the public hearing for said extension of time for Tentative Tract Map No. 31896, staff recommends the Planning Commission hereby make the following findings in support of the extension of time.

Finding 1: The proposed extension of time for TM No. 31896 is consistent with the City of Wildomar General Plan.

Evidence: The existing General Plan land use designation for the project site is Medium Density Residential (MDR) which allows single family residential land uses with densities ranging from 2 to 5 dwelling units per acre. The approved tentative tract map, along with the minor change approved by the city on December 2, 2015, would allow for the development of 126 single family lots on 46± acres with a density of about 2.83

units/acre which falls within the allowable density range permitted under the MDR land use designation. Further, the Land Use Element of the General Plan encourages the development of a variety of housing types, styles and densities that are accessible to and meet the needs of a range of lifestyles, physical abilities, and income levels. The proposed tract map, and subsequent residential development, remains consistent with this policy as it will provide single family residential homeownership opportunities for Wildomar residents. Considering these facts, the proposed request for a one-year extension of time to January 9, 2018 for Tentative Tract Map No. 31896 continues to be consistent with the General Plan.

Finding 2: The proposed extension of time for TM No. 31896 is consistent with the City of Wildomar Zoning Ordinance.

Evidence: The existing Zoning designation for the project site is R-1 (One-Family Dwelling) is highly consistent with the General Plan land use designation of Medium Density Residential (MDR). Further, the approved tentative tract map will allow for the development of 126 single family residential dwelling units consistent with the minimum R-1 development standards related to lot depth (100 feet), lot width (60 feet) and lot area (7,200 square feet). The proposed tract map, and subsequent residential development, remains consistent with these zoning/development standards. Considering these facts, the proposed request for a one-year extension of time to January 9, 2018 for Tentative Tract Map No. 31896 continues to be consistent with the Zoning Ordinance.

Finding 3: The proposed extension of time for TM No. 31896 does not adversely affect the general health, safety and welfare of the public.

Evidence: The proposed extension of time does not adversely affect the general health, safety and welfare of the public as the originally approved tract map, and minor change amendment, remains in compliance with all the required design and development standards of the MDR land use designation and R-1 zoning designation. Further, all mitigation measures adopted for the project remain in full force and effect. As there have been no amendments to the MDR land use or R-1 zoning designations since incorporation, the original land use policies and development standards remain the same. Further, the design of the subdivision remains in conformance with the City's Subdivision Ordinance (Title 16) in that the design and construction of all improvements related to the proposed project remain as originally conditioned which are intended to protect the general health, safety and welfare of the public.

PUBLIC NOTICING:

In accordance with Title 17, Chapter 17.04.050 of the Wildomar Municipal Code, the Planning Department on July 19, 2016 mailed a legal notice to all adjacent property owners within a 600-foot radius of the project site notifying them of the public hearing to be held by the Planning Commission on August 3, 2016 to discuss the proposed Extension of Time for Tentative Tract Map No. 31896. Further, in accordance with Title 17, Chapter 17.04.050 of the Wildomar Municipal Code, the Planning Department on

July 22, 2016 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the public hearing to be held by the Planning Commission on August 3, 2016 to discuss the proposed Extension of Time for Tentative Tract Map No. 31896.

Respectfully Submitted,
Matthew C. Bassi
Planning Director

Reviewed By,
Erica L. Vega
Assistant City Attorney

ATTACHMENTS:

- A. ~~PC Resolution No. 2016-25~~
~~Exhibit 1 — County Approved Conditions TTM 31896 (dated 1/9/07)~~
- B. ~~County Approved Environmental Assessment (EA No. 39384)~~
- C. ~~City Approved Minor Change TTM No. 31896 Exhibit (dated 12/2/15)~~

INCORPORATED HEREIN BY REFERENCE THE FOLLOWING:

- City of Wildomar General Plan and General Plan EIR
- City of Wildomar Subdivision Ordinance (Title 16)
- City of Wildomar Zoning Ordinance (Title 17)

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.13
CONSENT CALENDAR
Meeting Date: September 14, 2016

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Tri-Party Consultant Service Agreement for the Milestone RV/Boat Storage Project Mitigated Negative Declaration (PA No. 16-0095)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Tri-Party Consultant Service Agreement between the City of Wildomar, Milestone Wildomar, LLC/Milestone Land Company, LLC, and Matthew Fagan Consulting Services, Inc. to prepare the Initial Study/Mitigated Negative Declaration for the Milestone RV/Boat Storage Project; and
2. Authorize the City Manager to execute a Consultant Services Agreement between the City of Wildomar and Matthew Fagan Consulting Services, Inc. for the preparation of Initial Study/Mitigated Negative Declaration for the Milestone RV/Boat Storage Project.

BACKGROUND:

The Planning Department received a development application (PA No. 16-0095) from Milestone Wildomar, LLC/Milestone Land Company, LLC (Applicant) on August 9, 2016. The project consists of the following applications that will ultimately be reviewed by the Planning Commission:

- Initial Study/Mitigated Negative Declaration (IS/MND): The proposed project requires the preparation, review and adoption of an IS/MND in accordance with Section 15070 of the California Environmental Quality Act (CEQA) Guidelines.
- Conditional Use Permit (CUP): The project requires approval of a CUP to develop the proposed project as follows:
 - RV & Boat Storage Facility for 182 RV's & Boats with covered canopies/carports that include solar panels on top of the carports;
 - Site will also have a boat wash bay together with a dump station; and
 - A 64-unit/space self-storage facility totaling approximately 8,638 square feet of building space, and other amenities that include (i) 24/7 keyed and

remote controlled secured gate access, (iii) security cameras with remote access, (iii) on-site fire hydrants, (iv) a water and ice machine, (v) electrical outlets for trickle chargers on columns, and (vi) lighted mini-storage units.

- Variance (VAR): The project requires approval of a setback variance in accordance with Chapter 17.196 of the Wildomar Municipal Code to accommodate the proposed project.

DISCUSSION:

Based on review of the proposed development applications, and in accordance with Section 15070 of the California Environmental Quality Act (CEQA), the Planning Department has determined that the proposed development project will require the preparation and processing of a Mitigated Negative Declaration (MND). Once the determination was made that an MND was needed, staff extended a Request for Proposal (RFP) to three of the City's on-call CEQA firms (Matthew Fagan Consulting Services, Albert Webb & Associates and T&B Planning).

After review of the three proposals, staff ranked the consultants based on qualifications. The proposals were evaluated based on project manager, team resources, and the firm's expertise/experience with similar projects. The RFP's were also reviewed by the Applicant. As a result, staff is recommending the City Council authorize the City Manager to execute a contract with Matthew Fagan Consulting Services, Inc. to prepare the required IS/MND for the proposed Milestone RV/Boat Storage project.

The contract agreement for Matthew Fagan Consulting Services, Inc. reflects a total compensation of a "not-to-exceed" amount of \$31,765. With the City's standard 13.67% administrative overhead charge (\$4,342) and City Attorney costs (\$15,000), the total cost to prepare the IS/MND is **\$51,107.00**. The total cost will be paid by the applicant.

In accordance with the provisions of the contract, within ten (10) business days after the Council approval, the Applicant is required to deposit 50% of the total IS/MND cost (\$25,553.50). This will allow the consultant to begin the IS/MND process. Within 30 business days after Council approval, the Applicant is required to deposit the remaining 50% (\$25,553.50).

FISCAL IMPACTS:

All costs associated with the preparation and processing of the IS/MND is the sole responsibility of the Applicant, thus, there is no fiscal impact to the City's General Fund.

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- A. Tri-Party IS/MND Agreement
- B. Milestone RV/Boat Storage IS/MND Project RFP

ATTACHMENT A

CITY OF WILDOMAR

MILESTONE WILDOMAR, LLC/MILESTONE LAND COMPANY, LLC

MATTHEW FAGAN CONSULTING SERVICES, INC.

TRI-PARTY IS/MND AGREEMENT

ATTACHMENT B

MILESTONE RV/BOAT STORAGE IS/MND PROJECT RFP

CEQA DOCUMENT PREPARATION AND DEPOSIT CONTRACT

This CEQA Document Preparation and Deposit Contract ("Contract") is made and entered into as of the ____, day of September, 2016, by and among the City of Wildomar, a California municipal corporation, ("City"), Milestone Wildomar, LLC/Milestone Land Company, LLC ("Applicant/Property Owner"), and Matthew Fagan Consulting Services, Inc. ("Consultant"). Hereafter, City, Applicant and Consultant may be collectively referred to as the "Parties."

RECITALS

A. The California Environmental Quality Act ("CEQA") [Public Resources Code § 21000 et seq.] makes lead agencies responsible for determining whether an environmental impact report ("EIR"), a negative declaration ("ND"), or a mitigated negative declaration ("MND") is to be required for any project. CEQA also provides that any such EIR, ND, or MND be prepared directly by, or under contract to, the legal agency.

B. Applicant has applied to the City for one or more land use approvals for that project ("Project") more particularly described in the "Project Description" attached hereto and incorporated herein by reference as Exhibit "1".

C. City is the lead agency under CEQA for the Project. Based on its preliminary review and consultation with Applicant, City has determined that an Environmental Impact Report ("CEQA Document") is required for the Project to adequately assess its potentially significant impacts. Pursuant to Public Resources Code § 21080.1(a) City's determination that this particular CEQA Document required for the Project is final and conclusive.

D. Consultant is a qualified environmental and/or land use planning firm. City, in consultation with Applicant, has selected Consultant to prepare the CEQA Document and any related studies, surveys, and reports as may be required to comply with CEQA. Consultant has prepared a "Scope of Work" attached hereto and incorporated herein by reference as Exhibit "2", outlining the breadth of analysis and the tasks to be performed to prepare the CEQA Document.

E. Applicant and Consultant acknowledge that as the lead agency, City is responsible for complying with CEQA and the State CEQA Guidelines ("CEQA Guidelines") [14 Cal. Code Regs. § 15000 et seq], that the City is responsible for the adequacy of its environmental documents, that the City cannot rely on comments from other public agencies or private citizens as a substitute for work CEQA requires, and that this particular CEQA Document must reflect the independent judgment of the City. Applicant and Consultant further acknowledge that as a result of these responsibilities, the CEQA Document is to be prepared and completed to reflect City's independent

judgment, to comply with CEQA and the CEQA Guidelines, and to comport with all applicable professional standards.

F. CEQA authorizes City, as the lead agency, to charge and collect a reasonable fee from Applicant to recover the estimated costs incurred in preparing the CEQA Document and for procedures necessary to comply with CEQA regarding the Project. Applicant acknowledges that it is responsible for the payment of these costs as provided in this Contract.

G. City and Consultant acknowledge that CEQA and the CEQA Guidelines encourage the completion of the CEQA Document within certain time limits and that lead agencies should reduce delay and paperwork in the preparation of CEQA Documents.

H. Based on the foregoing Recitals, Applicant, City, and Consultant now desire to enter into this Contract for the preparation of the CEQA Document determined to be necessary for the Project.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and the mutual covenant hereafter set forth, the parties agree as follows:

Article 1.0 Applicants Obligations

1.1 CEQA Document Costs. The Applicant (Milestone Wildomar, LLC/Milestone Land Company, LLC) shall pay all costs incurred for the preparation and completion of the CEQA Document which total **\$51,107.00**.

1.2 Consultant Charges. Consultant's estimated charges for services and reimbursable expenses for preparation and completion of the CEQA Document, pursuant to that Consultant Services Agreement between Consultant and City, a copy of which is attached hereto as Exhibit "3", are **\$31,765.00**.

1.3 City Charges. City's estimated charges for review and processing of the CEQA Document are **\$19,342.00**.

1.4 Deposits. Applicant acknowledges that the City's estimated charges are estimates only and the actual costs may be higher. Applicant agrees to pay all Consultant charges and City charges even if those charges exceed the cost estimates provided in this Contract. To ensure timely payment and performance, Applicant shall deposit the Consultant's and City's estimated charges (Total Estimated Cost) with the City as follows:

1.4.1 Initial Deposit. Within ten (10) business days after the Effective Date of this Contract, Applicant shall deposit **\$25,553.50** with the City, being an amount equal to one half (1/2) of the Total Estimated Cost. Further, within thirty (30) business

days after the Effective Date of this Contract, Applicant shall deposit with the City the remaining balance of the Total Estimated Cost, which is **\$25,553.50.**

1.4.2 Subsequent Deposits. Applicant shall be responsible for making subsequent deposits with City if necessary. At such time as the Initial Deposit is reduced to either ten percent (10%) of its original amount or \$10,000, whichever is greater, City shall invoice the Applicant for a subsequent deposit in an amount determined to be sufficient by the City to complete the next logical phase of work on the CEQA Document. Applicant shall deposit the invoiced amount with City within ten (10) business days after receipt of such invoice.

1.4.3 Return of Excess Deposits. Any excess of the amount deposited over the actual cost incurred by City in connection with preparation of the CEQA Document shall be refunded by City to Applicant within 15 days from the date a Notice of Determination in connection with the subject proposed Project is filed with the County Clerk.

1.4.4 No Obligation for City to Complete. Applicant understands and agrees that City shall have no obligation complete the CEQA Document, consider the CEQA Documents for approval, or to pay or incur any costs related thereto, in the event the that Applicant fails to deposit the funds required under Article 1.0 of this Contract. In no event shall City have any responsibility to incur or pay any cost for the preparation and completion of the CEQA Document, or any other activities associated with public review, comment, and consideration (such as preparing, posting, and filing notices, circulating copies of the CEQA Documents, or reviewing and recommending the CEQA Document for approval), except to the extent that Applicant has provided the deposits and funds to pay for such activities as provided under this Contract.

1.5 Communication. Applicant hereby agrees that its officers, employees, contractors, agencies or other representatives shall not communicate with, or discuss any matters relating to the CEQA Document with the Consultant engaged by City to prepare the CEQA Document without prior approval from the Planning Director or his duly authorized representative. Applicant further agrees that all questions regarding scheduling, content, or distribution of the CEQA Document, or any related matters, shall be addressed to the City staff, not the Consultant. The purpose of this provision is to ensure that the CEQA Document prepared will be objective and prepared on behalf of the City, and not a document prepared for purposes of advocating approval of the private proposed project to which it relates.

1.6 Representations. Applicant understands and acknowledges that, although City shall use reasonable efforts to see that the CEQA Document is completed in compliance with the requirements of CEQA and the State CEQA Guidelines, City does not guarantee, warranty, or in any way represent that the CEQA Document will or would be found legally valid by a court of competent jurisdiction in the event of a legal challenge to the CEQA Document by any litigant, and no term of this Contract is intended to be, or shall be, construed to express or imply such guarantee, warranty, or representation. Applicant further understands and acknowledges that neither City's

receipt of the amounts specified under this Contract from Applicant, nor any other term of this Contract, is intended to be, or shall be, construed to express or imply that City agrees or intends to assume or reimburse the cost of attorney's fees, or any other cost, expense or obligation, that would be incurred in undertaking, in whole or in part, the legal defense to any lawsuit or other legal action challenging the validity of the CEQA Document by any litigant.

1.7 Peer Review. Applicant agrees to pay all costs associated with peer review of any document prepared in connection with the CEQA Document if a valid public controversy arises with respect to the CEQA Document. Peer review shall be conducted by the Applicant hiring an environmental consulting firm approved by the City to critique the adequacy of the CEQA Document (or any technical document pertaining thereto) so that the appropriate approval body can make an informed decision with respect to the environmental effects of the Project. For purposes of this section, a valid public controversy shall mean any of the following:

- (1) submission of other differing scientific opinions with respect to the CEQA Document;
- (2) submission of credible evidence in opposition to evidence contained within the CEQA Document;
- (3) submission of additional credible information which was omitted from the CEQA Document.

Article 2.0 Consultants Obligations

2.1 Preparation of CEQA Document. Consultant shall prepare the CEQA Document identified in Recital C of this Contract. If an EIR is to be prepared as the CEQA Document, the Consultant shall prepare the administrative draft, draft and Final EIR and responses to comments.

2.2 Attendance at Public Hearings. The Consultant shall attend all public hearings in connection with the subject proposed Project.

2.3 City Documents. The City shall maintain ownership, custody and control over all documents prepared by Consultant including, but not limited to, all CEQA Documents.

2.4 Meetings. Both Applicant and Consultant agree not to hold meetings concerning the subject proposed Project without the City present.

Article 3.0 City Obligations

3.1 Review Materials. City shall review and analyze all materials submitted in connection with the CEQA Documents as timely as practicable under the circumstances. City shall timely notify and work with Consultant regarding changes or modifications to any CEQA Documents.

3.2 Coordinate Meetings of Parties. City shall use its best efforts to coordinate and arrange meetings between City, Consultant and Applicant from time to time as the need arises.

3.3 Submit to Approval Body. Upon the satisfactory completion of the CEQA Document and all other City application processing requirements, City shall submit the Project for a hearing to the appropriate approval body of the City.

Article 4.0 Indemnity

4.1 Indemnity. The Applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

Article 5.0 General Provisions.

5.1 Attorney's Fees. In the event any action is instituted to enforce the terms of this Contract, including any action to recover damages, to obtain injunctive relief, or to appeal any judgment or order of the court, the prevailing party in such action shall be entitled to entry of judgment for an amount equal to its reasonable attorneys' fees, expert witness fees and costs, and costs of suit in addition to such other relief to which it may be entitled. The provisions of this subsection shall in no way limit the scope of either party's obligations under this Contract.

5.2 Assignment. This Contract and any and all rights, duties and obligations set forth herein shall not be assigned or transferred by any party.

5.3 Amendments. This Contract may be amended only by a document in writing and signed by each of the parties to this Contract.

5.4 Entire Agreement. This Contract contains the entire agreement and understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements oral or written, are merged herein, and shall be of no force or effect. California law shall govern the interpretation and enforcement of this Contract.

5.5 Severability. If any covenant, term or condition of this Contract or any application thereof shall be invalid or unenforceable, the remainder of this Contract shall not be affected thereby.

5.6 Authority. The parties hereto warrant and represent that each has the legal right, power and authority to enter into this Contract and to perform all of its obligations hereunder and that the execution and delivery of this Contract have been duly authorized.

5.7 Effective Date of Contract. This Contract shall not become effective until the date it has been executed by the appropriate authorities of City, Consultant & Applicant.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the effective date set forth above.

“CITY”

City of Wildomar

By:

Gary Nordquist, City Manager

“APPLICANT”

Milestone Wildomar, LLC/Milestone Land Company, LLC

By: _____
Steven L. Davis, Member

By: _____
Richard J. Hughes, Member

“CONSULTANT”

Matthew Fagan Consulting Services, Inc.

By:

Matthew Fagan, Owner

ATTEST:

Debbie Lee, City Clerk

APPROVED AS TO FORM:

Thomas D. Jex, City Attorney

EXHIBIT “1”

PROJECT DESCRIPTION

The applicant is requesting Planning Commission approval of the proposed Milestone RV/Boat Storage project (PA 16-0095) located at 36215 Jana Lane, City of Wildomar (APN: 380-290-003). Said project consists of the following development applications:

- **Initial Study/Mitigated Negative Declaration (IS/MND):** The proposed project requires the preparation, review and adoption of an IS/MND in accordance with Section 15070 of the California Environmental Quality Act (CEQA) Guidelines.
- **Conditional Use Permit (CUP):** The project requires approval of a CUP to develop the proposed project as follows:
 - RV & Boat Storage Facility for 182 RV's & Boats with covered canopies/carports that include solar panels on top of the carports;
 - Site will also have a boat wash bay together with a dump station; and
 - A 64-unit/space self-storage facility totaling approximately 8,638 square feet of building space, and other amenities that include (i) 24/7 keyed and remote controlled secured gate access, (iii) security cameras with remote access, (iii) on-site fire hydrants, (iv) a water and ice machine, (v) electrical outlets for trickle chargers on columns, and (vi) lighted mini-storage units.
- **Variance (VAR):** The project requires approval of a setback variance in accordance with Chapter 17.196 of the Wildomar Municipal Code to accommodate the proposed project.

EXHIBIT “2”

CONSULTANT PROPOSAL/SCOPE OF WORK

Matthew Fagan Consulting Services, Inc.
42011 Avenida Vista Ladera
Temecula, CA 92591
Phone: 951.265.5428
matthewfagan@roadrunner.com

August 31, 2016

Matthew C. Bassi, Planning Director
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

SUBJECT: Proposal for Preparation of a Mitigated Negative Declaration for the Milestone RV and Boat Storage Conditional Use Permit and Variance (Planning Application No. 16-0095), located at 36215 Jana Lane, City of Wildomar, County of Riverside, California, and known as Assessor's Parcel Number 380-290-003).

Dear Mr. Bassi:

Matthew Fagan Consulting Services, Inc. (MFCS) appreciates the opportunity to assist you in preparing the CEQA document for the above referenced Project. Our proposed scope of work has been developed based on the application package submittal provided to MFCS. According to that information, the Project is as described:

- A RV and Boat Storage facility for 182 RV's and boats with covered canopies/carports to accommodate solar panels;
- The site will also have a boat wash bay and dump station;
- There will be a 64-unit/space self-storage facility totaling approximately 8,638 square feet; and
- Other amenities include:
 - (i) 24/7 keyed and remote controlled secured gate access;
 - (ii) Security cameras with remote access;
 - (iii) On-site fire hydrants;
 - (iv) A water and ice machine;
 - (v) Electrical outlets for trickle chargers on columns, and
 - (vi) Lighted mini-storage units.

Assistance with AB 52 requirements is also included in the scope to cover requirements for government-to-government tribal consultation. Our scope of work is attached as Exhibit A, and the proposed timeline and budget is attached as Exhibit B.

Please contact me at the phone number above if you have any additional questions, or need any additional information.

Sincerely,

Matthew Fagan

EXHIBIT A SCOPE OF SERVICES

Matthew Fagan Consulting Services, Inc. (MFCS) agrees to perform the following Scope of Services for preparation of the Mitigated Negative Declaration for Planning Application No. 16-0095, for the approximately 5.0-acre parcel located on APN 380-290-003 in Wildomar, California.

PROJECT UNDERSTANDING

The proposed Project site is located on APN 380-290-003 on a total of 5.0-acres on Jana Lane, south of Clinton Keith Road. The parcel is currently vacant land. The applicant is requesting Planning Commission approval of a Conditional Use Permit and Variance in the M-SC zone to establish the following:

- RV and Boat Storage Facility for 182 RV's & Boats with covered canopies/carports to accommodate solar panels;
- Site will also have a boat wash bay together with a dump station; and
- A 64-unit/space self-storage facility totaling approximately 8,638 square feet of building space, and other amenities that include (i) 24/7 keyed and remote controlled secured gate access, (ii) security cameras with remote access, (iii) on-site fire hydrants, (iv) a water and ice machine, (v) electrical outlets for trickle chargers on columns, and (vi) lighted mini-storage units.

CEQA COMPLIANCE

It is anticipated that the City will require preparation of a Mitigated Negative Declaration (MND) pursuant to the California Environmental Quality Act (CEQA) for the proposed Conditional Use Permit and Variance. As part of any development package, the applicant has submitted all required technical studies:

- Air Quality and Greenhouse Gases (submitted as separate studies);
- General Biological Assessment, MSHCP Consistency Analysis, and DBESP (Biological Resources);
- Cultural Resources Assessment and Paleontological Resources Assessment (Cultural Resources);
- Geotechnical Report (Geology and Soils);
- Phase I Environmental Site Assessment (Hazards and Hazardous Materials);
- Hydrology Report and Water Quality Management Report (Hydrology and Water Quality);
- Noise Study (Noise); and
- Traffic Impact Analysis (Transportation/Traffic).

No additional technical studies are anticipated.

TASK 1 PROJECT KICKOFF

SUBTASK 1.1 KICKOFF MEETING

MFCS will attend a Project kickoff meeting with the applicant, City staff, and other interested parties, as appropriate. The meeting will ensure all members of the Project team have a thorough understanding of the Project description and are aware of important milestone dates in the Project schedule. The meeting's focus will be to identify and discuss the on- and off-site environmental constraints/conditions that affect the Project as proposed and the anticipated Project schedule.

SUBTASK 1.2 RESEARCH, INVESTIGATION AND REVIEW TECHNICAL STUDIES

MFCS will obtain all Project data and information to date from federal, state, and local agencies that may be affected by the Project to acquire relevant environmental data, previous studies for the area, and other available files, exhibits, maps, and reference documents. MFCS will evaluate the necessary information with respect to the proposed Project and will identify any data gaps. MFCS will review technical studies and provide comments to the City and report preparers, if applicable.

TASK 2 PREPARATION OF ENVIRONMENTAL DOCUMENT

SUBTASK 2.1 SCREENCHECK INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

MFCS will prepare a screencheck draft Initial Study (IS) in accordance with the CEQA Guidelines and the City's guidelines for implementation of CEQA. The IS will include detailed explanations of all CEQA checklist determinations and discussions of potential environmental impacts. The analysis will be in accordance with Sections 15063, 15070, and 15072 of the CEQA statutes.

The IS will identify and discuss the Project location, environmental setting, and existing uses on-site and in the vicinity, and will include a Project description, relevant background/history information, and previous environmental documentation, as applicable.

The Initial Study/Mitigated Negative Declaration (IS/MND) will be prepared using the City's preferred format. A discussion of the existing environmental baseline conditions will be provided for each issue area. The IS/MND will identify and evaluate the following: (1) potentially significant impacts; (2) potentially significant impacts unless mitigated; (3) less than significant impacts; and (4) issues resulting in no impacts. The IS will consider relevant direct, indirect, and cumulative impacts. The IS/MND will identify mitigation measures, where applicable, to reduce impacts to less than significant, as well as identify conditions with which the development applications would have to comply per the City's direction.

MFCS will submit the first screencheck draft IS/MND to the City for review and comment. MFCS will respond to the City's and the applicant's comments on the first screencheck draft and then submit the second screencheck draft IS/MND to the City and the applicant for a final review.

SUBTASK 2.2 PUBLIC REVIEW DRAFT IS/MND

MFCS will revise the second screencheck draft IS/MND and prepare the public review draft IS/MND and will submit a "proof" draft to the City for approval prior to release for the 30-day public review period. This task includes preparation of the Notice of Availability (NOA) for public review. MFCS will prepare and submit the Notice of completion (NOC) to the State Clearinghouse and the NOA to the City for proper noticing and distribution. In addition, MFCS

will draft an agency letter, similar in text to the NOA, and mail it, along with CDs containing the IS/MND and its appendices, to the agencies designated by the City.

SUBTASK 2.3 RESPONSES TO PUBLIC COMMENTS/FINAL IS/MND

Upon completion of the public review period, MFCS will prepare written responses to comments received on the draft IS/MND during the public review period. Following City review of the responses to comments, MFCS will make final revisions based on one round of City comments. This task assumes a total of 36 hours to respond to the comments on the draft IS/MND. The estimate of the level of effort in responding to comments is based on a low level of public controversy.

MFCS will respond to one round of comments from the City and will revise the responses prepared as needed. MFCS will make final revisions to the response to comments and the IS/MND, as appropriate. MFCS will prepare a “proof” final IS/MND for the City’s approval. The final IS/MND will include the responses to comments, any text changes to the IS/MND shown in strikeout/underline format, and the Mitigation Monitoring and Reporting Program (see Subtask 2.4).

SUBTASK 2.4 MITIGATION MONITORING AND REPORTING PROGRAM

MFCS will develop a Mitigation Monitoring and Reporting Program (MMRP) for all mitigation measures identified as a result of significant Project impacts. The MMRP will include a framework to implement the monitoring program including monitoring qualifications, specific monitoring activities, timing of monitoring activities, and a reporting system. The MMRP will be prepared for inclusion in the staff report as required by the City.

SUBTASK 2.5 NOTICE OF DETERMINATION

MFCS will prepare a Notice of Determination (NOD) for the Project, based on the findings of the Initial Study/Mitigated Negative Declaration. MFCS assume the City will file the NOD with the County Clerk within 5 days of Project approval and adoption of the MND. MFCS also assumes the City or the applicant will be responsible for all filing fees.

TASK 3 GRAPHIC EXHIBITS

Using state-of-the-art computer equipment and software, MFCS will create professional quality black-and-white or full-color exhibits, dividers, and covers for the IS/MND.

TASK 4 AB 52 CONSULTATION

Consultation for Assembly Bill (AB) 52 and CEQA Section 21080.3.1 is a government-to-government process and must be initiated by the local government agency. Typically, the process includes a written request to the Native American Heritage Commission (NAHC) for a tribal contact list. The NAHC responds with a list of the affected tribes requiring AB 52 consultation. Those tribes would then receive a letter pursuant to AB 52 and Sections 21080.3.1 and 21080.3.2 of CEQA. It should be noted that while a number of tribes will be contacted as a result of compliance with AB 52 (Public Resources Code Section 21080.3), the City usually consults with Anna Hoover, cultural analyst for the Pechanga Tribe.

TASK 5 PROJECT MANAGEMENT/COORDINATION

Matthew Fagan, will be responsible for management and supervision of the MFCS team, as well as for consultation with City staff and others, as appropriate. Matthew Fagan, with support from

Angie Douvres, will act as the Project manager and will coordinate preparation and review of the IS/MND for compliance with CEQA requirements and guidelines and with City CEQA procedures.

TASK 6 STAFF REPORT AND POWERPOINT

MFCS will prepare the environmental portion of the staff report, a PowerPoint presentation, and supporting materials to present the Project before the Planning Commission and the City Council.

TASK 7 PROJECT MEETINGS AND HEARINGS

Matthew Fagan and supporting technical staff, as appropriate, will be part of the Project team at team meetings and public hearings. This scope assumes staff time to be billed on a time-and-materials basis, for Project meeting attendance and preparation for and attendance at one (1) Planning Commission hearing and one (1) City Council hearing for adoption of the MND. Additional time above that amount will be accommodated on a time-and-materials basis upon the City's consent, as necessary.

ADDITIONAL SERVICES

Services that are not specifically identified herein as services to be performed by MFCS are considered "Additional Services" for purposes of this scope of work. The City may request that MFCS perform services that are Additional Services; however, MFCS is not obligated to perform such Additional Services unless an amendment to this work request has been fully executed setting forth the scope, schedule, and fee for such Additional Services. In the event that MFCS performs Additional Services before receipt of such executed amendment at the City's request, the City acknowledges its obligation to pay for such services at MFCS's standard rates, within 30 days of receipt of MFCS's invoice.

ASSUMPTIONS AND EXCLUSIONS

Consultant's obligations are based on the following understandings:

1. MFCS is not responsible for any City or agency fees.
2. This scope of work does not include management of other technical consultants or Project submittals beyond the IS/MND.
3. This scope of work assumes minimal changes to the Project description and technical documentation will occur as a result of City comments.

Exhibit
A Client Initials _____

EXHIBIT B – TIMELINE AND COST TIMELINE

Milestone	Preparation	Legal & Applicant Review	Public Review	Total Weeks
Review Technical Studies	2	2		4
Admin Draft IS/MND	3	3		6
Public Draft IS/MND	2			2
Public Review Period			4	4
Response to Comments	2	1		3
Final IS/MND and MMRP			2	2
Totals	9	6	6	21

COMPENSATION

All labor hours for hourly tasks will be itemized by the employee classification and service provided on billing invoices. Additionally, MFCS suggests a budget amount of \$2,500 to cover reimbursable expenses. The majority of these expenses will be in the form of reproduction costs related to the document.

The City agrees to compensate MFCS for such services as indicated below.

COST SUMMARY

Task	Cost Estimate
1: Project Kickoff	
1.1 Kickoff Meeting	\$490
1.2 Research, Investigation and Review Technical Studies	\$2,470
2: Preparation of Environmental Document	
2.1 Screencheck IS/MND	\$10,760
2.2 Public Review Draft IS/MND	\$3,500
2.3 Responses to Comments/Final IS/MND	\$3,000
2.4 MMRP	\$865
2.5 NOD	\$190
Technical Editing (Throughout Document Cycle)	\$1,000
3: Graphic Exhibits	\$1,000
4: AB 52 Consultation	\$980
5: Project Management/Coordination	\$1,350
6: Staff Report and PowerPoint	\$1,920
7: Project Meetings and Hearings	\$1,740
Reimbursable Expenses	\$2,500
TOTAL	\$31,765

Progress billings will be forwarded to the City on a monthly basis. These billings will include the fees earned for the billing period plus all direct costs advanced by MFCS. The City will make every reasonable effort to review invoices within 15 working days from the date of receipt of the invoices and notify MFCS in writing of any particular item that is alleged to be incorrect. Work shall commence upon receipt of an initialed copy of these Contract Exhibits along with an official notice to proceed.

Exhibit
B Client Initials _____

EXHIBIT “3”

**CITY OF WILDOMAR
&
MATTHEW FAGAN CONSULTING SERVICES, INC.
IS/MND CONSULTANT SERVICES AGREEMENT**

CONSULTANT SERVICES AGREEMENT

by and between

**THE CITY OF WILDOMAR,
a California general law city**

and

MATTHEW FAGAN CONSULTING SERVICES, INC.

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND MATTHEW FAGAN CONSULTING SERVICES, INC.**

This Agreement for Consultant Services ("Agreement") is entered into as of this _____ day of September, 2016 by and between the City of Wildomar, a California general law city ("City") and Matthew Fagan Consulting Services, Inc., a California corporation authorized to do business in California ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 2 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the scope of services set forth in Attachment A (Scope of Services) of this Consultant Agreement shall be completed pursuant to the schedule specified in scope. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement pursuant to Section 21 of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the scope of services until such services are complete.

SECTION 2. SCOPE OF SERVICES.

Consultant agrees to perform the services set forth in Attachment A (Scope of Services/Proposal) of this Consultant Agreement and made a part of this Agreement.

SECTION 3. ADDITIONAL SERVICES.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Attachment A (Scope of Services/Proposal) of this Consultant Agreement unless such additional services are authorized in advance and in writing by the City Council or City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Attachment A (Scope of Services/Proposal) of this Consultant Agreement and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed \$31,765.00, unless additional compensation is approved in writing by the City Council or City Manager.

Each month Consultant 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. Sub-consultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. City shall independently review each invoice submitted by the Consultant 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 Consultant for correction and resubmission.

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Consultant'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 Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, sections 16 and 17, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any 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 Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. 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 Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

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

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

SECTION 8. STATUS OF CONSULTANT.

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

The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant'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 Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

Neither Consultant, nor any of Consultant'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. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Consultant 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. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

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

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

Consultant 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. Consultant 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 Consultant to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

Consultant 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. Consultant shall use E-Verify as the electronic verification system to verify the employment eligibility of all of Consultant's existing and new employees. E-Verify shall mean the internet based system operated by the Department of Homeland Security which allows an employer to determine the eligibility of an employee to work in the United States by using information reported on an employee's Employment Eligibility Verification Form (I-9 Form). Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

Consultant 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 Consultant's performance of services under this Agreement. Consultant 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. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

City understands and acknowledges that Consultant 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. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant 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.

Consultant, 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 Consultant gives City notice of such court order or subpoena.

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

Consultant shall promptly notify City should Consultant, 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to

review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant 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 losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

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

General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant 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 here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section. In the event of any claim or demand made against City, its employees, officials or agents, the City may at its sole discretion reserve, retain and/or apply any monies due to Consultant under the Contract, for the purpose of resolving such claims; except that the City may release such funds if Consultant gives City reasonable assurance that City's interests will be protected. City shall, in its sole discretion, determine whether such assurance is reasonable. Claims against City, its employees, officials or agents by any employee of Consultant, its subcontractors, contractors, employees, servants or agents shall not in any way limit Consultant's indemnification obligation as set forth in this Section, including they amount and/or type of damages, compensation, and/or benefits payable by or for Consultant, its subcontractors, contractors, employees,

servants or agents under workers' compensation act, disability benefit acts, and/or other employee benefit acts and/or insurances. Nothing in this Agreement is intended to or shall have the effect of creating any rights in any third party against City, its agents, officials or employees.

Limitation of Indemnification. Notwithstanding any provision of this Section 16 [Indemnification] to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

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

SECTION 17. INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Attachment B (Consultant 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. Consultant agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. 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 summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the

services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant 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 Consultant 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 Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Consultant 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 Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term

and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit "A" "Scope of Services," shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 24. NOTICES.

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

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

To Consultant: Mr. Matthew Fagan
 Matthew Fagan Consulting Services, Inc.
 42011 Avenida Vista Ladera
 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 25. AUTHORITY TO EXECUTE.

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

SECTION 26. BINDING EFFECT.

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

SECTION 27. MODIFICATION OF AGREEMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that

this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 28. 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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 29. 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 Los Angeles.

SECTION 30. 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 31. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" and "B", 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 Consultant 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. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 32. 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).

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

CITY OF WILDOMAR

By: _____
Gary Nordquist, City Manager

ATTEST:

Debbie Lee
City Clerk

APPROVED AS TO FORM

By: _____
Thomas D. Jex
City Attorney

By: _____
Matthew Fagan, Owner
Matthew Fagan Consulting Services, Inc.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ 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

Attachment A

**MATTHEW FAGAN CONSULTING SERVICES'
SCOPE OF SERVICES / PROPOSAL**

Matthew Fagan Consulting Services, Inc.
42011 Avenida Vista Ladera
Temecula, CA 92591
Phone: 951.265.5428
matthewfagan@roadrunner.com

August 31, 2016

Matthew C. Bassi, Planning Director
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

SUBJECT: Proposal for Preparation of a Mitigated Negative Declaration for the Milestone RV and Boat Storage Conditional Use Permit and Variance (Planning Application No. 16-0095), located at 36215 Jana Lane, City of Wildomar, County of Riverside, California, and known as Assessor's Parcel Number 380-290-003).

Dear Mr. Bassi:

Matthew Fagan Consulting Services, Inc. (MFCS) appreciates the opportunity to assist you in preparing the CEQA document for the above referenced Project. Our proposed scope of work has been developed based on the application package submittal provided to MFCS. According to that information, the Project is as described:

- A RV and Boat Storage facility for 182 RV's and boats with covered canopies/carports to accommodate solar panels;
- The site will also have a boat wash bay and dump station;
- There will be a 64-unit/space self-storage facility totaling approximately 8,638 square feet; and
- Other amenities include:
 - (i) 24/7 keyed and remote controlled secured gate access;
 - (ii) Security cameras with remote access;
 - (iii) On-site fire hydrants;
 - (iv) A water and ice machine;
 - (v) Electrical outlets for trickle chargers on columns, and
 - (vi) Lighted mini-storage units.

Assistance with AB 52 requirements is also included in the scope to cover requirements for government-to-government tribal consultation. Our scope of work is attached as Exhibit A, and the proposed timeline and budget is attached as Exhibit B.

Please contact me at the phone number above if you have any additional questions, or need any additional information.

Sincerely,

Matthew Fagan

EXHIBIT A SCOPE OF SERVICES

Matthew Fagan Consulting Services, Inc. (MFCS) agrees to perform the following Scope of Services for preparation of the Mitigated Negative Declaration for Planning Application No. 16-0095, for the approximately 5.0-acre parcel located on APN 380-290-003 in Wildomar, California.

PROJECT UNDERSTANDING

The proposed Project site is located on APN 380-290-003 on a total of 5.0-acres on Jana Lane, south of Clinton Keith Road. The parcel is currently vacant land. The applicant is requesting Planning Commission approval of a Conditional Use Permit and Variance in the M-SC zone to establish the following:

- RV and Boat Storage Facility for 182 RV's & Boats with covered canopies/carports to accommodate solar panels;
- Site will also have a boat wash bay together with a dump station; and
- A 64-unit/space self-storage facility totaling approximately 8,638 square feet of building space, and other amenities that include (i) 24/7 keyed and remote controlled secured gate access, (ii) security cameras with remote access, (iii) on-site fire hydrants, (iv) a water and ice machine, (v) electrical outlets for trickle chargers on columns, and (vi) lighted mini-storage units.

CEQA COMPLIANCE

It is anticipated that the City will require preparation of a Mitigated Negative Declaration (MND) pursuant to the California Environmental Quality Act (CEQA) for the proposed Conditional Use Permit and Variance. As part of any development package, the applicant has submitted all required technical studies:

- Air Quality and Greenhouse Gases (submitted as separate studies);
- General Biological Assessment, MSHCP Consistency Analysis, and DBESP (Biological Resources);
- Cultural Resources Assessment and Paleontological Resources Assessment (Cultural Resources);
- Geotechnical Report (Geology and Soils);
- Phase I Environmental Site Assessment (Hazards and Hazardous Materials);
- Hydrology Report and Water Quality Management Report (Hydrology and Water Quality);
- Noise Study (Noise); and
- Traffic Impact Analysis (Transportation/Traffic).

No additional technical studies are anticipated.

TASK 1 PROJECT KICKOFF

SUBTASK 1.1 KICKOFF MEETING

MFCS will attend a Project kickoff meeting with the applicant, City staff, and other interested parties, as appropriate. The meeting will ensure all members of the Project team have a thorough understanding of the Project description and are aware of important milestone dates in the Project schedule. The meeting's focus will be to identify and discuss the on- and off-site environmental constraints/conditions that affect the Project as proposed and the anticipated Project schedule.

SUBTASK 1.2 RESEARCH, INVESTIGATION AND REVIEW TECHNICAL STUDIES

MFCS will obtain all Project data and information to date from federal, state, and local agencies that may be affected by the Project to acquire relevant environmental data, previous studies for the area, and other available files, exhibits, maps, and reference documents. MFCS will evaluate the necessary information with respect to the proposed Project and will identify any data gaps. MFCS will review technical studies and provide comments to the City and report preparers, if applicable.

TASK 2 PREPARATION OF ENVIRONMENTAL DOCUMENT

SUBTASK 2.1 SCREENCHECK INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

MFCS will prepare a screencheck draft Initial Study (IS) in accordance with the CEQA Guidelines and the City's guidelines for implementation of CEQA. The IS will include detailed explanations of all CEQA checklist determinations and discussions of potential environmental impacts. The analysis will be in accordance with Sections 15063, 15070, and 15072 of the CEQA statutes.

The IS will identify and discuss the Project location, environmental setting, and existing uses on-site and in the vicinity, and will include a Project description, relevant background/history information, and previous environmental documentation, as applicable.

The Initial Study/Mitigated Negative Declaration (IS/MND) will be prepared using the City's preferred format. A discussion of the existing environmental baseline conditions will be provided for each issue area. The IS/MND will identify and evaluate the following: (1) potentially significant impacts; (2) potentially significant impacts unless mitigated; (3) less than significant impacts; and (4) issues resulting in no impacts. The IS will consider relevant direct, indirect, and cumulative impacts. The IS/MND will identify mitigation measures, where applicable, to reduce impacts to less than significant, as well as identify conditions with which the development applications would have to comply per the City's direction.

MFCS will submit the first screencheck draft IS/MND to the City for review and comment. MFCS will respond to the City's and the applicant's comments on the first screencheck draft and then submit the second screencheck draft IS/MND to the City and the applicant for a final review.

SUBTASK 2.2 PUBLIC REVIEW DRAFT IS/MND

MFCS will revise the second screencheck draft IS/MND and prepare the public review draft IS/MND and will submit a "proof" draft to the City for approval prior to release for the 30-day public review period. This task includes preparation of the Notice of Availability (NOA) for public review. MFCS will prepare and submit the Notice of completion (NOC) to the State Clearinghouse and the NOA to the City for proper noticing and distribution. In addition, MFCS

will draft an agency letter, similar in text to the NOA, and mail it, along with CDs containing the IS/MND and its appendices, to the agencies designated by the City.

SUBTASK 2.3 RESPONSES TO PUBLIC COMMENTS/FINAL IS/MND

Upon completion of the public review period, MFCS will prepare written responses to comments received on the draft IS/MND during the public review period. Following City review of the responses to comments, MFCS will make final revisions based on one round of City comments. This task assumes a total of 36 hours to respond to the comments on the draft IS/MND. The estimate of the level of effort in responding to comments is based on a low level of public controversy.

MFCS will respond to one round of comments from the City and will revise the responses prepared as needed. MFCS will make final revisions to the response to comments and the IS/MND, as appropriate. MFCS will prepare a “proof” final IS/MND for the City’s approval. The final IS/MND will include the responses to comments, any text changes to the IS/MND shown in strikeout/underline format, and the Mitigation Monitoring and Reporting Program (see Subtask 2.4).

SUBTASK 2.4 MITIGATION MONITORING AND REPORTING PROGRAM

MFCS will develop a Mitigation Monitoring and Reporting Program (MMRP) for all mitigation measures identified as a result of significant Project impacts. The MMRP will include a framework to implement the monitoring program including monitoring qualifications, specific monitoring activities, timing of monitoring activities, and a reporting system. The MMRP will be prepared for inclusion in the staff report as required by the City.

SUBTASK 2.5 NOTICE OF DETERMINATION

MFCS will prepare a Notice of Determination (NOD) for the Project, based on the findings of the Initial Study/Mitigated Negative Declaration. MFCS assume the City will file the NOD with the County Clerk within 5 days of Project approval and adoption of the MND. MFCS also assumes the City or the applicant will be responsible for all filing fees.

TASK 3 GRAPHIC EXHIBITS

Using state-of-the-art computer equipment and software, MFCS will create professional quality black-and-white or full-color exhibits, dividers, and covers for the IS/MND.

TASK 4 AB 52 CONSULTATION

Consultation for Assembly Bill (AB) 52 and CEQA Section 21080.3.1 is a government-to-government process and must be initiated by the local government agency. Typically, the process includes a written request to the Native American Heritage Commission (NAHC) for a tribal contact list. The NAHC responds with a list of the affected tribes requiring AB 52 consultation. Those tribes would then receive a letter pursuant to AB 52 and Sections 21080.3.1 and 21080.3.2 of CEQA. It should be noted that while a number of tribes will be contacted as a result of compliance with AB 52 (Public Resources Code Section 21080.3), the City usually consults with Anna Hoover, cultural analyst for the Pechanga Tribe.

TASK 5 PROJECT MANAGEMENT/COORDINATION

Matthew Fagan, will be responsible for management and supervision of the MFCS team, as well as for consultation with City staff and others, as appropriate. Matthew Fagan, with support from

Angie Douvres, will act as the Project manager and will coordinate preparation and review of the IS/MND for compliance with CEQA requirements and guidelines and with City CEQA procedures.

TASK 6 STAFF REPORT AND POWERPOINT

MFCS will prepare the environmental portion of the staff report, a PowerPoint presentation, and supporting materials to present the Project before the Planning Commission and the City Council.

TASK 7 PROJECT MEETINGS AND HEARINGS

Matthew Fagan and supporting technical staff, as appropriate, will be part of the Project team at team meetings and public hearings. This scope assumes staff time to be billed on a time-and-materials basis, for Project meeting attendance and preparation for and attendance at one (1) Planning Commission hearing and one (1) City Council hearing for adoption of the MND. Additional time above that amount will be accommodated on a time-and-materials basis upon the City's consent, as necessary.

ADDITIONAL SERVICES

Services that are not specifically identified herein as services to be performed by MFCS are considered "Additional Services" for purposes of this scope of work. The City may request that MFCS perform services that are Additional Services; however, MFCS is not obligated to perform such Additional Services unless an amendment to this work request has been fully executed setting forth the scope, schedule, and fee for such Additional Services. In the event that MFCS performs Additional Services before receipt of such executed amendment at the City's request, the City acknowledges its obligation to pay for such services at MFCS's standard rates, within 30 days of receipt of MFCS's invoice.

ASSUMPTIONS AND EXCLUSIONS

Consultant's obligations are based on the following understandings:

1. MFCS is not responsible for any City or agency fees.
2. This scope of work does not include management of other technical consultants or Project submittals beyond the IS/MND.
3. This scope of work assumes minimal changes to the Project description and technical documentation will occur as a result of City comments.

Exhibit
A Client Initials _____

EXHIBIT B – TIMELINE AND COST TIMELINE

Milestone	Preparation	Legal & Applicant Review	Public Review	Total Weeks
Review Technical Studies	2	2		4
Admin Draft IS/MND	3	3		6
Public Draft IS/MND	2			2
Public Review Period			4	4
Response to Comments	2	1		3
Final IS/MND and MMRP			2	2
Totals	9	6	6	21

COMPENSATION

All labor hours for hourly tasks will be itemized by the employee classification and service provided on billing invoices. Additionally, MFCS suggests a budget amount of \$2,500 to cover reimbursable expenses. The majority of these expenses will be in the form of reproduction costs related to the document.

The City agrees to compensate MFCS for such services as indicated below.

COST SUMMARY

Task	Cost Estimate
1: Project Kickoff	
1.1 Kickoff Meeting	\$490
1.2 Research, Investigation and Review Technical Studies	\$2,470
2: Preparation of Environmental Document	
2.1 Screencheck IS/MND	\$10,760
2.2 Public Review Draft IS/MND	\$3,500
2.3 Responses to Comments/Final IS/MND	\$3,000
2.4 MMRP	\$865
2.5 NOD	\$190
Technical Editing (Throughout Document Cycle)	\$1,000
3: Graphic Exhibits	\$1,000
4: AB 52 Consultation	\$980
5: Project Management/Coordination	\$1,350
6: Staff Report and PowerPoint	\$1,920
7: Project Meetings and Hearings	\$1,740
Reimbursable Expenses	\$2,500
TOTAL	\$31,765

Progress billings will be forwarded to the City on a monthly basis. These billings will include the fees earned for the billing period plus all direct costs advanced by MFCS. The City will make every reasonable effort to review invoices within 15 working days from the date of receipt of the invoices and notify MFCS in writing of any particular item that is alleged to be incorrect. Work shall commence upon receipt of an initialed copy of these Contract Exhibits along with an official notice to proceed.

Exhibit
B Client Initials _____

Attachment B

CONSULTANT INSURANCE

A. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the City Manager or City Counsel, 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 work hereunder by Consultant, 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. Consultant shall provide the following scope and limits of insurance:

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

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001, ed. 10/03).

(2) Insurance Services Office form number CA 0001 (Ed. 06/92) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Professional liability insurance appropriate to the Consultant's profession and to the work to be performed under this Agreement. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. Any professional liability policy written on a claims made basis shall be specifically endorsed to show that prior acts occurring at any time after the inception date of the Agreement will be covered. 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 3 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 3-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage. A "tail" policy may be purchased as an alternative to satisfy this requirement.

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

(1) General Liability: \$1,000,000 per occurrence, \$5,000 medical per occurrence, and \$2,000,000 per policy aggregate for bodily injury, personal

injury and property damage. As an alternative to the per policy aggregate, Consultant may have an aggregate limit of \$1,000,000 per project apply.

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

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of not less than \$1,000,000 per accident.

(4) Professional Liability: \$1,000,000 per claim and \$2,000,000 aggregate. As an alternative, Consultant may maintain in full force during the terms of this Agreement, professional liability insurance coverage not less than \$1,000,000 per claim and \$1,000,000 annual aggregate, provided Consultant and Consultant's insurance carrier both provide to City a written statement to the effect that there are no known claims, reserves or circumstances that might impair the annual aggregate amount of Consultant's professional liability policy.

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

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled or terminated 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, except in the event of non-payment of a premium, in which case no less than ten (1) days prior written notice by certified mail, return receipt requested, must be given to the City.

2. General Liability and Automobile Liability Coverage's.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insured's as respects: liability arising out of performance of any work under this Agreement; liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its

respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

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

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

3. Workers' Compensation and Employer's Liability Coverage.

(1) Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

(2) If an injury occurs to any employee of Consultant for which the employee or his dependents, in the event of the employee's death, may be entitled to compensation from the City under the provisions of the Labor Code, for which compensation is claimed from the City, there will be retained out of the sums due to Consultant under this Agreement, an amount sufficient to cover such compensation as fixed by the Labor Code provisions, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Consultant.

C. Other Requirements. Consultant 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 certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance and endorsements shall be on standard Acor, Department of Insurance or Insurance Services Office approved forms or on forms approved by the City. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, Consultant may provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by this Agreement. At any time at the written request of the City, Consultant agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section.

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

2. Any deductibles or self-insured retentions exceeding five thousand dollars (\$5,000) 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 Consultant 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 Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. The requirements as to types, limits and the City's approval of insurance coverage's to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under this Agreement.

4. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage required by this Agreement, City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due under this Agreement.

5. The maintenance by Consultant and its contractors and subcontractors of the insurance coverage's and limits of insurance provided herein is a material element of this Agreement. The failure of Consultant or any of its contractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.

REQUEST FOR PROPOSALS

Initial Study/Mitigated Negative Declaration

for the

**“Milestone RV/Boat Storage Facility Project”
(Planning Application No. 16-0095)**



Proposal Due by Thursday, September 1, 2016 (4:00 pm PST)

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

I. Introduction

The City of Wildomar invites proposals from qualified firms to complete preparation and processing of an Initial Study/Mitigated Negative Declaration (IS/MND) for the **“Milestone RV/Boat Storage Facility” Project (PA 16-0095)**. The IS/MND will be required to analyze the proposed project that consists of a proposed Conditional Use Permit (CUP) and Variance. This IS/MND will be utilized to satisfy the requirements of the City of Wildomar.

The propose project requires the approval of a Conditional Use Permit and Variance to develop the 5-acre site which is located in the M-SC zone (APN 367-250-008). The proposal development of the site includes the following components:

- RV & Boat Storage Facility for 182 RV's & Boats with covered canopies/carports to accommodate solar panels;
- Site will also have a boat wash bay together with a dump station; and
- A 64-unit/space self-storage facility totaling approximately 8,638 square feet of building space, and other amenities that include (i) 24/7 keyed and remote controlled secured gate access, (iii) security cameras with remote access, (iii) on-site fire hydrants, (iv) a water and ice machine, (v) electrical outlets for trickle chargers on columns, and (vi) lighted mini-storage units.

Proposals must demonstrate relevant expertise and experience in the field of environmental analysis and have an understanding of city policy provisions. The City is seeking a primary consultant.

II. Scope of Work

A. Preparation of Environmental Documentation

The consultant will complete the IS/MND.

1. Content of the Draft IS/MND – The IS/MND shall be prepared pursuant to the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21000 et seq., CEQA Guidelines, Title 14, California Code of Regulations 15000 et seq. The document shall include the required elements of an IS/MND; however, the consultant will be expected to ensure that each required topic is adequately documented and analyzed.

The consultant shall demonstrate to the City that they possess expertise in administering CEQA and that they have a strong working knowledge of planning regulations and the application of the planning process at the local level. The IS/MND shall reflect a complete understanding of the local entitlement process. The IS/MND shall also include a thorough analysis of the regulatory environment, including identification of the Wildomar Municipal Code, wherein existing regulations mitigate impacts.

2. Administrative Screencheck IS/MND – An Administrative Draft IS/MND shall be submitted to the City upon completion. The draft IS/MND will be reviewed by the City Staff, City Attorney and the Applicant (these must be factored into the schedule and budget). The Consultant should plan on a minimum of two (2) rounds of administrative review and revisions. Post-draft IS/MND submission meetings and/or conference calls may be held to discuss the draft and any required modifications.
3. Draft IS/MND - The consultant shall prepare a Initial Study/Mitigated Negative Declaration that addresses comments provided by the City Staff, City Attorney and the Applicant during the draft administrative screencheck review processes. An electronic version of the IS/MND (with all technical studies) is needed for posting on the City's website shall be provided, including all technical appendices. The consultant will be responsible for preparing and filing of the Notice of Availability along with the necessary copies of the IS/MND (CD's) to the State Clearinghouse for a 30-day public review/comment period, and be responsible for mailing out the IS/MND (CD's) to the City's Local Distribution List. City Staff will provide Notice of Intent (NOI) to the Riverside County Clerk and Press Enterprise in accordance with the City's Local CEQA Guidelines. In addition, City Staff will be responsible for posting the IS/MND document on the City's website for public review.
4. Response to Comments / Mitigation Monitoring & Reporting Program - The consultant shall prepare a detailed Responses to Comments package for comments received during the public review period, including the required Mitigation Monitoring & Reporting Program. The Consultant should plan on two (2) rounds of review and revisions which must be factored into the schedule and budget. The RTC document is to be a self-contained, stand-alone document in which responses to comments are both attached as an appendix to, or reflected in, the text. Distribution of the RTC package shall be made to all IS/MND commenters, at least 10 days prior to a scheduled public hearing with the Wildomar Planning Commission in accordance with City Local CEQA Guidelines. This is the responsibility of the Consultant and must factored into the schedule and budget.
5. Public Hearings - Members of the consultant team will be required to attend at least one (1) public hearing with the Planning Commission. If the project is appealed, then a 2nd meeting will be required with the City Council. The consultant should also provide the cost for an additional two (2) meetings, should they be necessary. This should be factored into the schedule and budget.
6. Documents – For all hard copies of the documents (printed and bound) the following shall be provided:
 - Administrative Draft IS/MND – One (1) hard copy for City Staff (file) and one (1) electronic copy (in MS Word & Pdf format)

- Draft IS/MND Document (for 30-day public review period) – Five (5) hard/comb bound copies for city staff (with a CD of the IS/MND and Technical Studies included in the back flap), and One (1) electronic copy (i.e., CD) for Agency Distribution to the State Clearinghouse and for the City's Local Distribution List. The CD used for distribution must include the IS/MND document and all technical studies.
- Final IS/MND Response to Comments Document:
 - One (1) printed hard/comb-bound copy and One (1) CD containing an MS Word and PDF versions.

B. Responsibilities of the Consultant and City:

- a) The Consultant will be responsible for preparing all notices related to the IS/MND process in accordance with CEQA Guidelines and as noted above. The City Staff will prepare the all notices required for the Riverside County Clerk and Press Enterprise.
- b) City Staff will be responsible for posting all documents in City Hall, and on the City's website, and sending all notices to Riverside County Clerk and the Press Enterprise.
- c) Consultant and City Staff will work together on the scheduling of all meetings.
- d) City Staff, including the City Attorney will be responsible for reviewing all documents related to the IS/MND.

C. RFP Schedule:

Consultant Selection and Project Schedule

- | | |
|---|-------------------|
| • Proposal Due to City: | September 1, 2016 |
| • Award of Contract by Council (if needed): | October 13, 2016 |
| • Signed Contracts/Insurance Papers Due: | October 27, 2016 |
| • Tentative IS/MND Start Date: | October 31, 2016 |

D. Deadline for RFP Response

The response to this Request for Proposal is to be received by the Planning Department no later than **4:00 pm on Thursday, September 1, 2016.** Responses received after the specified time and date will not be considered. Respond to:

Attn: Matthew C. Bassi, Planning Director
City of Wildomar, Planning Department
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

On the envelope/package, please clearly label “**Milestone RV/Boat Storage Facility” Project Initial Study/Mitigated Negative Declaration (PA 16-0095).**” Hand-carried proposals will be accepted before the RFP due date/time at the above address during normal business hours, Monday through Thursday (8 – 5 pm). Faxed or emailed proposals will not be accepted.

III. IS/MND Proposal Content

Consultants shall submit two (2) copies to Matthew C. Bassi, Planning Director, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595, by the deadline noted above.

A. Introductory Letter

An introductory letter must be provided which identifies name, address, and telephone number of the principal person representing the prospective consultants. The person authorized to execute the contract shall sign this letter.

B. Description of Organization

A short description of the primary firm and services shall be provided, as well as any subcontractors, office locations, and a list of staff members who will work on the project.

C. Qualification and Project Team

The prospective consultant must demonstrate the experience, qualifications and resources necessary to perform the contract.

1. Overview the project team structure, including prime consultant staff and subconsultants.
2. Summarize the relevant qualifications and experience of the lead consulting firm in performing work of a similar nature and scope to the project.
3. Summarize the relevant qualifications and experience of all subconsulting firms in performing work of a similar nature and scope to their portion of the project.

4. Summarize the relevant qualifications and experience of, and provide resumes for, each team member. For each of the lead consultant staff, identify the percentage of time commitment for the project. The consultant selected for the project will be required by contract to commit these personnel through the life of the project, although the City will retain the right to request a staff change.
5. Clearly identify:
 - a. The project manager who will supervise the project on a day-to-day basis;
 - b. The person(s) who will attend and facilitate public meetings and make presentations; and
 - c. Key personnel for subconsultants and major tasks.

D. Work Approach and Methodology

Provide a brief statement/summary expressing the firm's general approach to and understanding of the methodology proposed for fulfilling project requirements.

E. Scope of Work

Provide your firm's responses to the scope of work. This section must be detailed enough for City selection staff to evaluate your methodology and ability to perform the work requested. The proposed work program and the project schedule is to be provided. Potential strategies for addressing issues in the IS/MND shall be provided.

F. Schedule

The perspective consultant shall submit a detailed (estimated) schedule. It should include all elements of the scope of work program and meeting milestones. Time frames should be stated in terms of the number of calendar days or weeks required to complete the specified tasks. The schedule should include a project start-up meeting to initiate the project. The schedule shall be as aggressive as reasonable and possible and assume an immediate start date. Provide at least four (4) weeks for review of administrative draft documents by City staff and include time for meetings with City staff to discuss changes to draft documents.

G. Cost Estimate

Proposals shall include the following:

1. A not-to-exceed (NTE) maximum amount for each of the major tasks, including the response to public comments received as a result of the environmental document's circulation.

2. A detailed itemization demonstrating how the estimate was determined, including all anticipated tasks, time requirements, hourly rates, and rates for direct costs items, such as photocopying, printing, and travel expenses.
3. Assumptions for numbers of copies of documents and numbers of meetings by type (e.g. public workshop, staff meeting). Provide time and material estimates for additional items (copies, meetings) that might be requested.
4. Indirect costs or overhead should only cover those expenses that cannot be credited to any single project and should be factored in as a fixed percentage of personnel costs.

The only exception to the "not to exceed" cost shall be the response to public comments received as a result of the environmental document's circulation. If the City receives excessive comments on the draft document, then the costs will be determined on a "negotiated basis" when the draft document and comments on the project become available. Excessive comments are generally considered to be more than ten (10) commenting agencies/individuals and/or over 75 comments that require answers other than "comment noted."

The proposal must provide that prior to exceeding the approved budget, the consultant shall seek and obtain written approval from the City ***before*** such costs are incurred. Failure to get prior written approval may result in such costs being disallowed.

Attachments:

- One (1) CD of the Development Plans and Application Materials.

END

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.14
CONSENT CALENDAR
Meeting Date: September 14, 2016

TO: Mayor and City Council Members

FROM: Gary Nordquist, City Manager
Thomas D. Jex, City Attorney

SUBJECT: Publicly Available Pay Schedule

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, APPROVING AND ADOPTING A CITY-WIDE SALARY AND PAY
SCHEDULE

DISCUSSION

The City contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits for its employees. For purposes of calculating retirement benefits, CalPERS requires that employee pay amounts be paid pursuant to the employer's "publicly available pay schedules." (Government Code 20636(b)(1)). California Code of Regulations (CCR) Title 2, Section 570.5, sets forth eight requirements for publicly available pay schedules, as follows:

- (1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- (2) Identifies the position title for every employee position;
- (3) Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- (4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- (5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- (6) Indicates an effective date and date of any revisions;
- (7) Is retained by the employer and available for public inspection for not less than five years; and
- (8) Does not reference another document in lieu of disclosing the payrate.

A recent California Court of Appeal decision, *Tanner v. Public Employees' Retirement System* (2016) 248 Cal.App.4th 743, has provided further guidance that the contract salaries of City Managers should also be simply and separately listed in a publicly available pay schedule.

The City Council has previously approved and adopted the general salary tables and pay grades through Resolution 2012-43 adopted on November 14, 2012. Further, the City Council has approved and adopted the most recent position classification schedule through Resolution 2016-39 on July 13, 2016.

There are no changes to the existing salary tables or the position classification schedules. Those documents remain effective. The attached document combines data from the existing salary tables and the position classification schedule into one document to make it easier for the public to find information regarding City employees.

FISCAL IMPACT:

None

Submitted by:
Thomas D. Jex
City Attorney

Submitted by:
Gary Nordquist
City Manager

ATTACHMENT:

Resolution

RESOLUTION NO. 2016-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING AND ADOPTING
A CITY-WIDE SALARY AND PAY SCHEDULE**

WHEREAS, The City of Wildomar contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

WHEREAS, pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the pay schedule must identify the position title for every employee position, the pay rate for each position title, and the applicable time base for the pay rate; and

WHEREAS, the City Council of the City now desires to approve and adopt a publicly available pay schedule, showing all established employee positions and pay rates, in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

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

SECTION 1. That the City-wide Salary and Pay Schedule contained in Exhibit "A" is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

SECTION 2. That the City-wide Salary and Pay Schedule will be posted on the City's website, and will be made available for public inspection for not less than five (5) years.

PASSED, APPROVED AND ADOPTED this 14th day of September 2016.

Bridgette Moore, Mayor

ATTEST:

Debbie Lee, City Clerk

APPROVED AS TO FORM:

Thomas Jex, City Attorney

City of Wildomar
Annual Salary by Pay Grade and Step

Salary Steps @ 2.5%

Sept. 2016

Position Title	Pay Grade	A	B	C	D	E	F	G	H	I	J
Accounting Manager	31	\$71,917.12	\$73,715.05	\$75,557.93	\$77,446.87	\$79,383.05	\$81,367.62	\$83,401.81	\$85,486.86	\$87,624.03	\$89,814.63
Admin. Aide I	9	24,584.86	25,199.48	25,829.47	26,475.20	27,137.08	27,815.51	28,510.90	29,223.67	29,954.26	30,703.12
Admin. Aide II	12	28,460.05	29,171.55	29,900.84	30,648.36	31,414.57	32,199.93	33,004.93	33,830.05	34,675.80	35,542.70
Admin. Analyst	21	44,150.87	45,254.65	46,386.01	47,545.66	48,734.30	49,952.66	51,201.48	52,481.51	53,793.55	55,138.39
Admin. Analyst II	25	53,665.66	55,007.30	56,382.49	57,792.05	59,236.85	60,717.77	62,235.72	63,791.61	65,386.40	67,021.06
Admin. Analyst - Sr.	28	62,124.71	63,677.83	65,269.78	66,901.52	68,574.06	70,288.41	72,045.62	73,846.76	75,692.93	77,585.25
Admin. Assistant	15	32,946.06	33,769.71	34,613.96	35,479.31	36,366.29	37,275.44	38,207.33	39,162.51	40,141.58	41,145.12
Admin. Services Director	42	123,002.68	126,077.75	129,229.69	132,460.44	135,771.95	139,166.25	142,645.40	146,211.54	149,866.83	153,613.50
Animal Services Officer	15	32,946.06	33,769.71	34,613.96	35,479.31	36,366.29	37,275.44	38,207.33	39,162.51	40,141.58	41,145.12
Animal Services Supervisor	22	46,358.42	47,517.38	48,705.31	49,922.95	51,171.02	52,450.29	53,761.55	55,105.59	56,483.23	57,895.31
Assistant City Clerk	22	46,358.42	47,517.38	48,705.31	49,922.95	51,171.02	52,450.29	53,761.55	55,105.59	56,483.23	57,895.31
Assistant City Manager	45	142,390.98	145,950.76	149,599.52	153,339.51	157,173.00	161,102.32	165,129.88	169,258.13	173,489.58	177,826.82
Assistant Planner	25	53,665.66	55,007.30	56,382.49	57,792.05	59,236.85	60,717.77	62,235.72	63,791.61	65,386.40	67,021.06
Assoc. Planner	28	62,124.71	63,677.83	65,269.78	66,901.52	68,574.06	70,288.41	72,045.62	73,846.76	75,692.93	77,585.25
Building Inspector I	23	48,676.34	49,893.25	51,140.58	52,419.09	53,729.57	55,072.81	56,449.63	57,860.87	59,307.39	60,790.08
Building Inspector II	25	53,665.66	55,007.30	56,382.49	57,792.05	59,236.85	60,717.77	62,235.72	63,791.61	65,386.40	67,021.06
Building Official	37	96,375.82	98,785.22	101,254.85	103,786.22	106,380.87	109,040.39	111,766.40	114,560.56	117,424.58	120,360.19
City Clerk	36	91,786.50	94,081.16	96,433.19	98,844.02	101,315.12	103,848.00	106,444.19	109,105.30	111,832.93	114,628.76
City Council Member											3,600.00
City Engineer	39	106,254.34	108,910.70	111,633.47	114,424.30	117,284.91	120,217.04	123,222.46	126,303.02	129,460.60	132,697.11
City Manager											179,000.00
Code Enforcement Officer I	19	40,046.14	41,047.30	42,073.48	43,125.32	44,203.45	45,308.54	46,441.25	47,602.28	48,792.34	50,012.15
Code Enforcement Officer II	21	44,150.87	45,254.65	46,386.01	47,545.66	48,734.30	49,952.66	51,201.48	52,481.51	53,793.55	55,138.39

Comm. Services Director	42	123,002.68	126,077.75	129,229.69	132,460.44	135,771.95	139,166.25	142,645.40	146,211.54	149,866.83	153,613.50
Comm. Services Manager	29	65,230.95	66,861.72	68,533.27	70,246.60	72,002.76	73,802.83	75,647.90	77,539.10	79,477.58	81,464.52
Dev. Services Tech.	19	40,046.14	41,047.30	42,073.48	43,125.32	44,203.45	45,308.54	46,441.25	47,602.28	48,792.34	50,012.15
Econ. Dev. Manager	30	68,492.50	70,204.81	71,959.93	73,758.93	75,602.90	77,492.97	79,430.30	81,416.05	83,451.46	85,537.74
Finance Director	42	123,002.68	126,077.75	129,229.69	132,460.44	135,771.95	139,166.25	142,645.40	146,211.54	149,866.83	153,613.50
Groundswoker I	15	32,946.06	33,769.71	34,613.96	35,479.31	36,366.29	37,275.44	38,207.33	39,162.51	40,141.58	41,145.12
Groundswoker II	17	36,323.03	37,231.11	38,161.89	39,115.93	40,093.83	41,096.18	42,123.58	43,176.67	44,256.09	45,362.49
Groundswoker-Sr.	19	40,046.14	41,047.30	42,073.48	43,125.32	44,203.45	45,308.54	46,441.25	47,602.28	48,792.34	50,012.15
Manager of Operations & Maint	23	48,676.34	49,893.25	51,140.58	52,419.09	53,729.57	55,072.81	56,449.63	57,860.87	59,307.39	60,790.08
Planning Director	42	123,002.68	126,077.75	129,229.69	132,460.44	135,771.95	139,166.25	142,645.40	146,211.54	149,866.83	153,613.50
Plans Examiner	23	48,676.34	49,893.25	51,140.58	52,419.09	53,729.57	55,072.81	56,449.63	57,860.87	59,307.39	60,790.08
Public Works Director	42	123,002.68	126,077.75	129,229.69	132,460.44	135,771.95	139,166.25	142,645.40	146,211.54	149,866.83	153,613.50
					Part time Hourly Rates with 2.5% Step Change						
Intern	1	8.00	8.20	8.41	8.62	8.83	9.05	9.28	9.51	9.75	9.99
Recreation Leader I	3	8.82	9.04	9.27	9.50	9.74	9.98	10.23	10.48	10.75	11.01
Recreation Leader II	4	9.26	9.49	9.73	9.97	10.22	10.48	10.74	11.01	11.28	11.57

This document approved by City Council on September 14, 2016 by Resolution _____. General salary tables and pay grades adopted on November 14, 2012 by Resolution 2012-43. Position classification schedule adopted on July 13, 2016 by Resolution 2016-39.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.15
CONSENT CALENDAR
Meeting Date: September 14, 2016

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Wildomar Square Memorandum of Understanding (MOU) – LED Freeway Oriented Signage (PA 16-0064)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the Commercial Shopping Center Freeway Oriented Sign Memorandum of Understanding with DH Holdings, Inc. for the Wildomar Square Retail Center.

BACKGROUND:

The Planning department received a zoning ordinance amendment application from Mr. David Horenstein (Wildomar Square) requesting Council consideration of an amendment to the City's electronic message sign provisions. The City Council approved a first reading of an ordinance amendment on August 10, 2016 (Ord. No. 123) which amends the City's sign code to allow electronic message sign displays for commercial retail shopping centers on properties zoned C-1/C-P and C-P-S and are adjacent to the I-15 freeway.

DISCUSSION:

The attached Memorandum of Understanding (MOU) sets forth terms and conditions for the electronic sign at Wildomar Square. Some of the key terms are as follows:

- The electronic freeway sign will contain the City logo as shown in Exhibit 1 of the MOU.
- The City shall be entitled to place public service announcements on the electronic sign. The public service announcements are to be limited to public service messages, but will not include advertising any business, company or event where such message would have a direct and tangible economic benefit to a private, for-profit company.
- The City will be able to display one public service message every 15 minutes (i.e., 4 times/hour) with each message lasting a minimum of 8 seconds.

- The LED sign is allowed to display on-site advertising of the businesses located within the Wildomar Square retail center.
- The Applicant has the ability to negotiate public service announcement messaging with Wildomar Non-Profit Groups (such as Elks Club, Rotary Club, etc.) without City involvement.
- The MOU is binding on any heirs, successors or assigns.

FISCAL IMPACT:

None

Submitted by:
Matthew Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

MOU for Wildomar Square

ATTACHMENT A

Memorandum of Understanding (MOU) for Wildomar Square

PLEASE COMPLETE THIS INFORMATION RECORDING
REQUESTED BY:

City of Wildomar

AND WHEN RECORDED MAIL TO:

City of Wildomar
Attn: City Clerk
23873 Clinton Keith Road, Ste. 201
Wildomar, CA 92595

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	

Space above this line for recorder's use only

**EXEMPT FROM RECORDER FEES PURSUANT
TO GOV. CODE § 27383**

**COMMERCIAL SHOPPING CENTER FREEWAY
ORIENTED ELECTRONIC SIGN
MEMORANDUM OF UNDERSTANDING(MOU) FOR THE
WILDOMAR SQUARE RETAIL CENTER**

COMMERCIAL SHOPPING CENTER FREEWAY ORIENTED ELECTRONIC SIGN MEMORANDUM OF UNDERSTANDING

This Commercial Shopping Center Freeway Oriented Electronic Sign Memorandum of Understanding ("MOU") is entered into as of September ____, 2016 (the "Effective Date"), by and between the City of Wildomar, a California Municipal Corporation ("City"), and CKHS Partners, LLC, a California limited liability company ("Company"). Hereinafter, City and Company are sometimes referred to as "Party" or collectively as "Parties."

RECITALS

A. The California Outdoor Advertising Act, Business and Professions Code, Section 5200, *et seq.* encourages local agencies and display owners to enter into agreements which allow local agencies to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communications;

B. The California Outdoor Advertising Act specifically empowers and encourages local agencies to enter into agreements on whatever terms are agreeable to the agency and display owners and to adopt ordinances and resolutions providing for displays;

C. Company desires to construct one Commercial Shopping Center Freeway Oriented Electronic Sign incorporating a changeable Message Display Center, and City has agreed to modify its Municipal Code Chapter 17.252.040 to allow for this specific type of sign;

D. On August 10, 2016, the City Council introduced and approved the 1st reading of Ordinance No. 123 adopting a categorical exemption pursuant to Section 15061(B)(3) and Section 15311(a) of CEQA and approving Zoning Ordinance Amendment No. 16-04 amending Chapter 17.252 (sign regulations) of the Wildomar Municipal Code related to electronic message freeway signage for commercial retail centers in the C-1/C-P and C-P-S zones adjacent to Interstate 15 freeway;

E. The City Council of the City of Wildomar has found that this MOU is in the public interest of the City and its residents. Adopting this MOU constitutes a present exercise of the City's police power, and this MOU is consistent with the City's General Plan and Zoning Ordinances.

F. City and Company now wish to enter into this MOU to memorialize the terms and conditions upon which Company will have the right to construct, operate and maintain a Commercial Shopping Center Freeway Oriented Electronic Sign with a two-panel changeable Message Display Center as illustrated in Exhibit 2 below.

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by reference, and for other good and valuable consideration,

the receipt and sufficiency of which is hereby acknowledged, and consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

OPERATIVE PROVISIONS

1. Term of MOU. Unless terminated earlier as expressly provided in this MOU, this MOU shall continue in full force and effect for so long as any obligation is owed by either Party pursuant to the terms of this MOU and for so long as Company, its successors or assigns, actually operates the Commercial Shopping Center Freeway Oriented Electronic Sign on the Property (excluding temporary periods of non-operation for reasonable duration in connection with a repair, replacement or modification to the Commercial Shopping Center Freeway Oriented Electronic Sign – and it being agreed that Company may at any time upon not less than sixty (60) days' notice to City elect to remove and discontinue the operation of the Commercial Shopping Center Freeway Oriented Electronic Sign. However, if Company installs a new Commercial Shopping Center Freeway Oriented Electronic Sign on the Site, then Company shall enter into a new agreement with City on substantially similar terms as this MOU).

2. Commercial Shopping Center Freeway Oriented Electronic Sign. Company shall be entitled to design, use, construct, operate, service, repair, maintain and replace (upon obtaining proper city permits) from time to time the Commercial Shopping Center Freeway Oriented Electronic Sign with a maximum two-panel changeable Message Display Center on a portion of that certain site identified in Exhibit"1" attached hereto and incorporated herein by reference (the "Site"). The Commercial Shopping Center Freeway Oriented Electronic Sign, including the Message Display Center, shall be designed and constructed in accordance with design drawing illustrated in Exhibit"2". Said Commercial Shopping Center Freeway Oriented Electronic Sign must conform to the design standards and specification approved under Zoning Ordinance Amendment No. 16-04 (Ordinance No. 123). In exchange for City agreeing to modify its Municipal Code section 17.252.040 to allow for this specific type of sign, Company further agrees to place the City Logo on the Commercial Shopping Center Freeway Oriented Electronic Sign as shown in the scale drawings in the Wildomar Square Sign Program. Such logo shall measure per scale drawings illustrated in Exhibit 2 and shall be maintained at all times by Company as part of its customary maintenance of the Commercial Shopping Center Freeway Oriented Electronic Sign.

3. Brightness Standards. The LED message display area shall contain an automatic dimming system and shall be installed and operated in accordance with the Table 17.252.040.E-1 (on the following page) to reduce the intensity of the light emitting from the Message Display Center during operations between sunset and sunrise.

**Table 17.252.040.E-1
Additional Standards for Electronic Message Signs**

Sign Type	Description	Text Limit	Minimum Duration	Brightness (NITs) ¹ Day/Night ²	Dark Period (off / on)
Electronic Changeable Copy	Text only – no picture or movement (e.g. no scrolling)	15 words	5 seconds	5,000 ³ / 200 ²	None provided the LED sign area is in a “static position” with a dark background ⁴
Electronic Graphic Display	Images and text (scrolling of text permitted)	No limit	5 seconds	5,000 ³ / 200 ²	None provided the LED sign area is in a “static position” with a dark background ⁴

1. NIT is a term used to describe a metric unit of luminance. It is defined as candela per square meter (cd/m²). The unit is based on the candela, the modern metric unit of luminous intensity. This quantifies surface brightness, or the amount of light an object gives off.
2. Dimmer control required to change to the lower nighttime brightness setting upon sunset. A change to the higher brightness setting is not permitted until after sunrise.
3. As part of the minor plot plan process, the Planning Director may approve an increase in sign brightness up to a maximum of 7,500 NITs during periods of low sun (e.g., sunset) to allow sign text and graphics to be clearly seen when affected by direct sunlight.
4. The “static position” sign area may contain up to 3 lines of text and/or logos during the hours of 9:30 pm to 6:30 am, but the remainder of the background area shall be “dark”.

4. Maintenance of the Site and Advertising Structure. Company shall maintain the Commercial Shopping Center Freeway Oriented Electronic Sign and the portion of the Site upon which it is located in good condition. Company shall allow no noxious weeds to go to seed and shall keep the Site upon which the Commercial Shopping Center Freeway Oriented Electronic Sign is located free of weeds, grasses, debris and rodents. Company shall commence the removal of any graffiti found on the Site upon which the Commercial Shopping Center Freeway Oriented Electronic Sign is located or on the Commercial Shopping Center Freeway Oriented Electronic Sign within 48 hours per city policy after receipt of written notification.

5. Operation of Commercial Shopping Center Freeway Oriented Electronic Sign. Company shall be entitled to display a combination of static, dynamic, changeable and rotating displays on the Message Display Centers for a period of twenty-four hours per day seven (7) days per week and three hundred sixty-five (365) days per year; provided, however: (a) the content programming loop displayed from 6:30 a.m. to 9:30 p.m. (the “Daylight Period”) shall include Public Service Messages (as defined in Section 7 below) pursuant to the express terms of this MOU; and (b) the content programming displayed from 9:30 p.m. to 6:30 a.m. (the “Dark Period”) shall consist of static displays containing the names and/or logos of Company's tenants that: (i) are displayed on a black background, (ii) change on an incremental basis to allow the Company to rotate the names and/or logos of Company's tenants during the Dark

Period, and (iii) do not include any moving animation, rapid flashing, dissolving, exploding or other dynamic elements as illustrated in Exhibit 2.

6. Promotion of City Events. As further consideration for City's agreement to allow Company to develop the Site to include the Commercial Shopping Center Freeway Oriented Electronic Sign and to modify the City's sign code to allow for this specific type of sign, City shall be entitled to place public service announcements regarding City events on the Message Display Center, provided, however, that such public service announcements shall be limited to City public service messages, (hereinafter "Public Service Messages"). The term Public Service Message shall expressly exclude any message advertising by any business, company or event where such message would have a direct and tangible economic benefit to a private, for-profit company. City shall be entitled at no charge to the city post a minimum of four (4) Public Service Messages per hour/per event notice (i.e., one every 15 minutes) submitted by the City with each message lasting a minimum of 8 seconds within every one hour loop of content programming that is provided on the Message Display Center on a continuous basis during the Daylight Period; provided, however, if such Public Service Message relates to an emergency public announcement, including emergency homeland security or AMBER alert messages (an "Emergency Message"), such Emergency Message may be displayed for a longer period of time as requested by the City and approved by Company in its reasonable discretion. Notwithstanding the foregoing, should City not utilize its allotment of advertising space, Company shall be entitled to lease that time for other advertising purposes. For all Public Service Messages, City shall be responsible for: (a) providing Company with the advertising copy and artwork (the "Public Service Content") not less than seven (7) business days prior to the date upon which City desires such Public Service Message to be displayed on The Commercial Shopping Center Freeway Oriented Electronic Sign, (b) ensuring that such Public Service Content does not infringe on the intellectual property rights of any third parties, (c) indemnifying Company for any third party claims relating to a breach of City's obligations set forth in subsection (b) above and (d) replacing the content of the Public Service Message every thirty (30) days. In no event shall City be entitled to display any Public Service Messages (i) for more than thirty (30) consecutive days or more than one hundred twenty (120) days in the aggregate or (ii) in connection with any events or services that are no longer available when and as stated in the original Public Service Message. Company shall not be responsible for producing or substantially modifying Public Service Content, and shall display the Public Service Message no later than 48 hours after receipt and approval by Company of the Public Service Content. The obligation to provide and display Public Service Messages and Emergency Messages shall be binding on Company and its successors and assigns.

7. Indemnity. Company, as material part of the consideration to be rendered to City under this MOU, shall indemnify the City, and its respective elected and appointed officers, agents and employees, and any successors or assigns to the City's rights under this MOU (collectively "City Parties") free and harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Indemnified Claims and Liabilities") that may be asserted or claimed by any person, firm or entity arising out of

or in connection with construction, use and maintenance of the Commercial Shopping Center Freeway Oriented Electronic Sign by Company, its officers, agents and employees (collectively "Company Parties"), but only to the extent any such Indemnified Claims and Liabilities arise from (a) the failure of the Company to keep the Commercial Shopping Center Freeway Oriented Electronic Sign in good condition and repair, (b) the negligent acts or omissions of the Company hereunder, or (c) the Company's negligent performance of or failure to perform (prior to the expiration of any applicable cure period) any term or covenant of this MOU, and in connection with the foregoing indemnity:

a. Company shall defend any action or actions filed in connection with any of said Indemnified Claims and Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b. Company shall promptly pay any judgment rendered against the City and the City Parties for any such Indemnified Claims and Liabilities; and Company shall save and hold the City and the City Parties harmless therefrom pursuant to the terms of this MOU;

c. In the event the City Parties are made a party to any action or proceeding filed or prosecuted against the Company Parties for such Indemnified Claims and Liabilities, Company shall pay to the City any and all reasonable third-party costs and expenses incurred by the City Parties in such action or proceeding, including but not limited to, legal costs and attorneys' fees; and

d. Should the City or the Company become aware and/or receive from a third party a claim or demand (a "Third Party Claim") that would give rise to a request for indemnification pursuant to this Section 8, said Party shall promptly notify the other in writing thereof and furnish to said Party with reasonable specificity written details of the nature of any potential Third Party Claim. No delay in notifying the other Party shall relieve the indemnifying Party from any obligation to indemnify unless (and then solely to the extent) the indemnifying Party is thereby prejudiced. Notwithstanding any other provision of the MOU, Company's indemnification obligations as set forth in this MOU shall survive the termination of this MOU and shall continue for a period of five (5) years from the termination thereof. Company and City further acknowledge that Company shall not indemnify the City Parties and the City Parties hereby indemnify Company for any Indemnified Claims and Liabilities caused by or arising out of the gross negligence or willful misconduct of the City Parties.

8. Default Remedies. Failure of the Company to perform any action or covenant required by this MOU within the time periods provided herein following notice and failure to cure as described hereafter constitutes "Default" under this MOU. City shall provide written notice of Default to the Company specifying the Default complained of. The City shall not institute any proceeding against the Company, and the Company shall not be in Default if the Company cures or corrects the Default to the reasonable satisfaction of City within thirty (30) days from receipt of such notice or such longer period as may be required in order to effect the cure, provided the Company

commences the cure within the thirty (30) day period and diligently prosecutes the cure to completion.

9. Institution of Legal Actions. In the event that the Company fails to cure or correct any Default prior to the expiration of the cure period, the City may (a) provide Company with written notice of its election to terminate this MOU on a date that is not less than ten (10) business days after receipt of such written notice from the City, or (b) institute an action at law or equity against the Company to seek specific performance of the terms of this MOU, or to cure, correct, or remedy any Default, to recover damages for any Default, to recover the specified amounts due for failure to comply with the terms of this MOU, or to obtain any other remedy consistent with the purpose of this MOU. Notwithstanding the foregoing or anything in this MOU to the contrary, if, within ten (10) business days following Company's receipt of a notice of Default under subsection (i) above the Company gives the City written notice that the Company disputes the existence of the Default, then the City may not exercise its right to terminate this MOU on account of the Default unless (i) the City has obtained a final judgment against the Company (which is no longer subject to appeal) by a court having jurisdiction over the Parties, which final judgment finds the Default exists and (ii) the Company has failed to cure the Default within fifteen (15) business days following the final judgment, provided that if the nature of the Default is such that the same cannot reasonably be cured within fifteen (15) business days, the Company will have the additional time necessary if the Company commences the cure within the fifteen (15) business day period and then diligently proceeds to cure the Default as soon as possible.

10. General Provisions.

a. Assignment. Company may only assign or otherwise transfer this MOU to any other person, firm, or entity, upon presentation to the City of an assignment and assumption agreement in a form reasonably acceptable to the City Attorney and receipt of the City's written approval of such assignment or transfer by the City Manager. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this MOU which have been assigned or transferred.

b. Successors. This MOU shall be construed as a covenant running with the land and shall be binding upon and shall inure to the benefit of the heirs, successors, transferees, purchasers, legal representatives, permitted assignees of each Party and all other persons claiming by, through or under them.

c. Waiver. The waiver by any Party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition.

d. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) certified or registered mail, postage pre-paid, return receipt requested, (b) personal delivery, or (c) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to Company:

CKHS Partners, LLC
c/o DH Holdings
1800 Century Park East, Suite 600
Los Angeles, CA 90067

If to City:

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

With a Copy to:

Crosbie Gliner Schiffman Southard &
Swanson LLP
12750 High Bluff Drive, Suite 250
San Diego, CA 92130
Attn: Sean Southard, Esq.

With a Copy to:

Thomas D. Jex, City Attorney
Burke, Williams & Sorensen, LLP
1600 Iowa Avenue, Suite 250
Riverside, CA 92507

Notices shall be deemed effective upon receipt or rejection only.

e. Authority to Enter MOU. All Parties have the requisite power and authority to execute, deliver and perform the MOU. All Parties warrant that the individuals who have signed the MOU have the legal power, right, and authority to make this MOU and bind each respective Party.

f. Amendment/Modification. No supplement, modification, or amendment of this MOU shall be binding unless executed in writing and signed by all Parties.

g. Attorneys' Fees. In the event of litigation between the Parties arising out of this MOU, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred, including attorneys' fees on appeal, and all other reasonable costs and expenses for investigation of such action, including the conducting of discovery, in addition to whatever other relief to which it may be entitled.

h. Time of the Essence. Time is of the essence of each and every provision of this MOU.

i. Miscellaneous. This MOU embodies the entire MOU between the Parties and supersedes any prior or contemporaneous understandings between the Parties related to the MOU. In the event of a dispute between the Parties hereto, the prevailing Party shall be entitled to recover its attorney's fees and other costs and expenses incurred in connection therewith, whether or not suit is filed or is pursued to judgment, and including any such fees or costs incurred in connection with any appeal,

or any bankruptcy proceeding. If any provision of this MOU is held to be invalid, the balance shall remain binding upon the Parties. This MOU shall be interpreted in accordance with its plain meaning, and not in favor of or against either Party. This MOU shall be construed according to the laws of the State of California.

j. Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed on the date set forth below.

"CITY"

CITY OF WILDOMAR

By: _____
Gary Nordquist, City Manager

ATTEST:

By: _____
Debbie Lee, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas D. Jex, City Attorney

"COMPANY"

CKHS Partners, LLC,
a California limited liability company

By: DH Hidden Springs, LLC,
a California limited liability company,
Its: Managing Member

By: _____
David Horenstein, Manager

By: _____
Steven Nichols, Member

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

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

STATE OF CALIFORNIA)

COUNTY OF)

On _____, 200____, before me, _____, Notary Public, personally appeared _____

_____, who 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 OF NOTARY)

OPTIONAL

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

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's _____ Name: _____

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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

EXHIBIT "1"

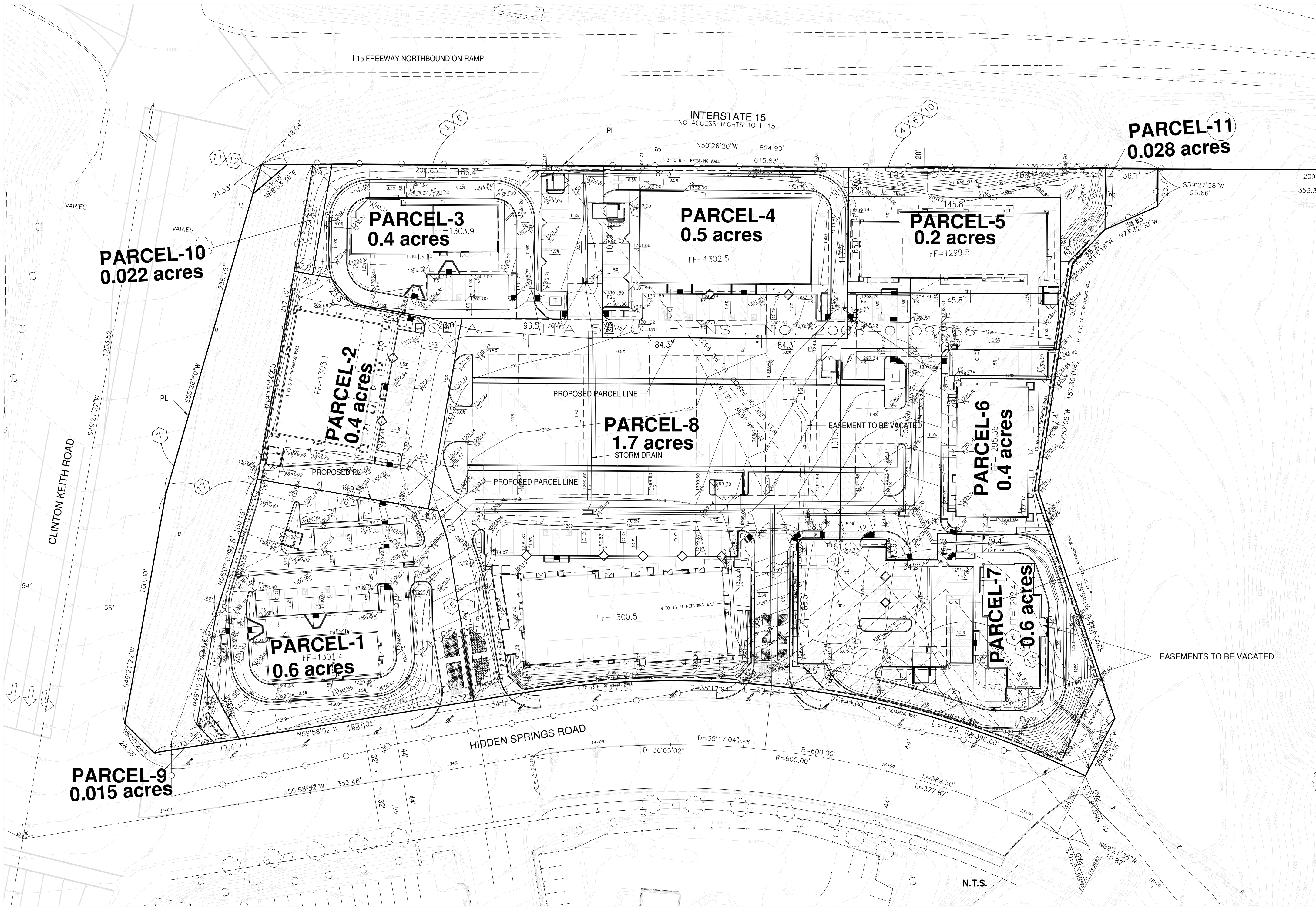
SITE

(Legal Description)

FOR CONDOMINIUM PURPOSES

TENTATIVE PARCEL MAP NO.36080

A PROPOSED 11 PARCEL, COMMERCIAL PARCEL MAP



EARTHWORK VOLUMES

Cut	Fill	Net
14153	5568	8585 (C) Grid

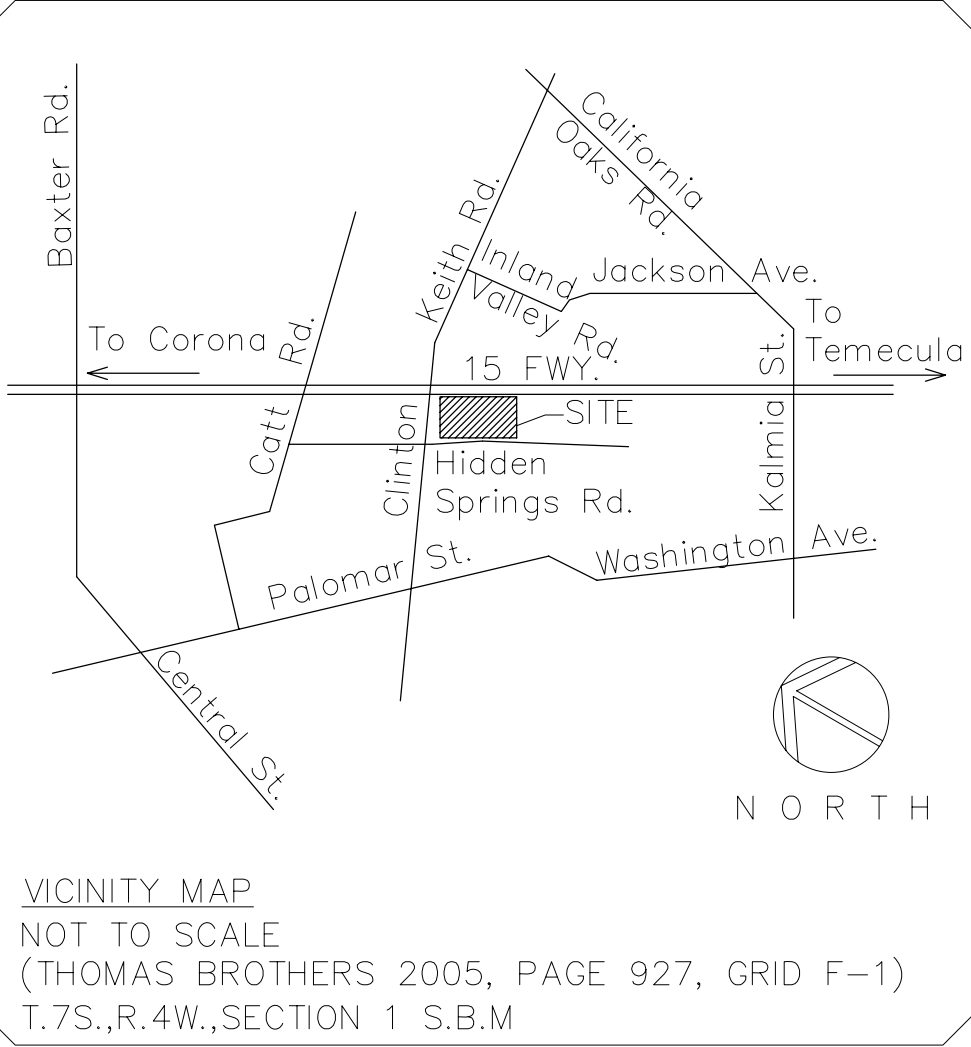
NOTES

1. APN - 380-110-046-9
2. EXISTING AND PROPOSED ZONING FOR THIS PARCEL AND ADJACENT PARCELS - C-P-S
3. EXISTING AND PROPOSED ZONING FOR THIS PARCEL AND ADJACENT PARCELS - C-P-S
4. THE TENTATIVE MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDER
5. DATE OF UPDATED TOPOGRAPHIC SURVEY - JULY 2014 BY DANJON ENGINEERING INC.
6. NO NEW DEDICATIONS KNOWN. CLINTON KEITH ROAD WAS DEDICATED BY EASEMENT OCT 2010
7. NO KNOWN WELLS ON THE SITE
8. THE POTENTIAL FOR LIQUIFICATION AS NOTED IN PREVIOUS DOCUMENTS IS CONSIDERED LOW
9. THE LAND IS NOT KNOWN TO BE SUBJECT TO OVERFLOW, INUNDATION, OR FLOOD HAZARDS
10. THE LAND IS IN ZONE 'X' ON FLOOD MAP 0605C27050

OWNER AND APPLICANT
WILDOMAR SQUARE PARTNERS, LLC, C/O
D.H. Holdings, Inc
1800 CENTURY PARK EAST
STE 600
LOS ANGELES, CA 90067
TEL: 310-229-5960

PREPARED BY

DANJON ENGINEERING, INC.
895 E. Yorba Linda Blvd., Ste 202
Placentia, CA 92870
(714)572-6800 FAX(714)572-6850



VICINITY MAP

NOT TO SCALE

LEGAL DESCRIPTION

THE FOLLOWING LEGAL DESCRIPTION IS PER THE COMMITMENT FOR TITLE INSURANCE ISSUED BY PRIORITY TITLE COMPANY, ORDER NO. L61758 DATED JUNE 11, 2014, THIS LEGAL DESCRIPTION WAS USED FOR THE RE-ESTABLISHMENT OF THE BOUNDARY FOR THIS PURPOSE EXCLUSIVELY, NO OTHER TITLE RESEARCH WAS PERFORMED:

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
PARCEL A OF LOT LINE ADJUSTMENT NO 5270 RECORDED MARCH 6, 2008 AS INSTRUMENT NO. 2008-109866 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 10 OF PARCEL MAP NO. 9637, FILED IN BOOK 58, PAGES 1 THROUGH 5, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THE LAND DESCRIBED IN THE DOCUMENT RECORDED JULY 26, 2007 AS INSTRUMENT NO. 2007-0484230, OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN SAID DOCUMENT RECORDED JULY 26, 2007 AS INSTRUMENT NO. 2007-0484230, OF OFFICIAL RECORDS;

THENCE ALONG THE NORTHEASTERLY LINES OF SAID LAND AND SAID PARCEL 10, SOUTH 52°27'11" EAST, 615.83 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 37°26'47" WEST, 25.66 FEET;

THENCE NORTH 76°33'29" WEST, 39.63 FEET;

THENCE SOUTH 81°12'25" WEST, 32.29 FEET;

THENCE SOUTH 45°51'17" WEST, 157.30 FEET;

THENCE SOUTH 18°38'53" WEST, 165.62 FEET;

THENCE SOUTH 64°22'37" WEST, 43.75 FEET TO THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DOCUMENT RECORDED NOVEMBER 30, 2007 AS INSTRUMENT NO. 2007-0720598, OF OFFICIAL RECORDS, SAID LINE BEING A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 644.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING BEARS NORTH 63°16'24" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE AND ALONG THE EASTERLY RIGHT OF WAY OF HIDDEN SPRINGS ROAD AS DESCRIBED IN THE DOCUMENT RECORDED MAY 31, 2001 AS INSTRUMENT NO. 2001-240650, OF OFFICIAL RECORDS, THROUGH A CENTRAL ANGLE OF 35°19'08", AN ARC LENGTH OF 396.97 FEET;

THENCE CONTINUING ALONG RIGHT OF WAY LINE, NORTH 62°02'44" WEST, 257.23 FEET TO THE WESTERLY LINE OF THE LAND DESCRIBED IN SAID INSTRUMENT NO. 2007-0484230;

THENCE ALONG SAID WESTERLY LINE, NORTH 07°53'23" WEST, 27.94 FEET TO THE NORTHWESTERLY LINE OF SAID LAND;

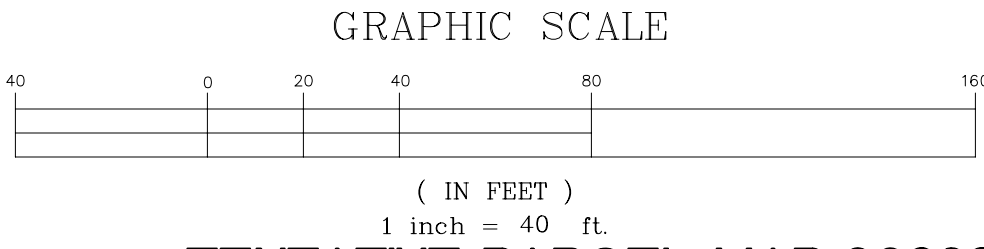
THENCE ALONG SAID NORTHWESTERLY LINE NORTH 47°20'15" EAST 160.00 FEET;

THENCE NORTH 53°24'36" EAST 236.33 FEET TO THE POINT OF BEGINNING.

APN NO. 380-110-046-9

EASEMENTS (NUMBERS MATCH TITLE REPORT)

4. ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM A FREEWAY HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED APRIL 6, 1955 AS INST. NO. 22338 OF OR, NO FREEWAY ACCESS TO I-15
6. ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM A FREEWAY HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED MAY 24, 1978 AS INSTRUMENT NO. 104062 AND 104063, BOTH OF OR
7. ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM A FREEWAY HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED MAY 31, 1978 AS INST. NO. 108634 OF OR
8. AN EASEMENT FOR PUBLIC USE, INGRESS, EGRESS, ROAD AND UTILITY PURPOSES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MAY 16, 1982 AS INST. NO. 83760 OF OR
9. AN EASEMENT FOR PUBLIC USE, INGRESS, EGRESS, ROAD AND UTILITY PURPOSES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 16, 1982 AS INST. NO. 82-217181 OF OR
10. ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM A FREEWAY, HAVE BEEN DEDICATED OR RELINQUISHED ON THE MAP OF PARCEL MAP 9637 ON FILE IN BOOK 58, PAGE 1, OF PARCEL MAPS
11. A WAIVER OF ANY CLAIMS FOR DAMAGES BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF A CONTIGUOUS FREEWAY, HIGHWAY, ROADWAY OR TRANSIT FACILITY AS CONTAINED IN THE DOCUMENT RECORDED OCTOBER 7, 1999 AS INST. NO. 1999-445861 OF OR
12. ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM A FREEWAY HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED OCTOBER 7, 1999 AS INST. NO. 1999-445861 OF OR
13. THE TERMS, PROVISIONS AND EASEMENTS CONTAINED IN THE DOCUMENT ENTITLED "RESOLUTION NO. 2000-309" RECORDED DECEMBER 21, 2000 AS INST. NO. 2000-508474 OF OR
15. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON, RECORDED OCTOBER 15, 2008 AS INST. NO. 2008-0553426 OF OR
17. AN EASEMENT FOR PUBLIC ROAD, DRAINAGE PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICES AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF WILDOMAR, RECORDED OCTOBER 12, 2010 AS INST. NO. 2010-0489972 OF OR
22. RIGHTS TO THE PUBLIC IN AND TO THAT PORTION OF THE LAND LYING WITHIN ANY ROAD, STREET, ALLEY OR HIGHWAY. RECORD OF SURVEY IN BOOK 81, PAGE 26 AND PARCEL MAP NO. 34144 RECORDED IN BOOK 219, PAGES 98-99 INDICATE AN 88.00' WIDE WEST FRONTAGE ROAD THAT WAS NOT VACATED BY INST. NO. 2000-508474. THIS ADDITIONAL 14' WIDTH IS INDICATED HEREON AND ANY EFFECT IT MAY HAVE ON THE PROPERTY.



TENTATIVE PARCEL MAP 36080
FOR CONDOMINIUM PURPOSES
31100 CLINTON KEITH ROAD
AND HIDDEN SPRINGS ROAD
WILDOMAR, CALIFORNIA

REVISED - NOVEMBER 4, 2014
DATE OF PREPARATION - AUGUST 15, 2014

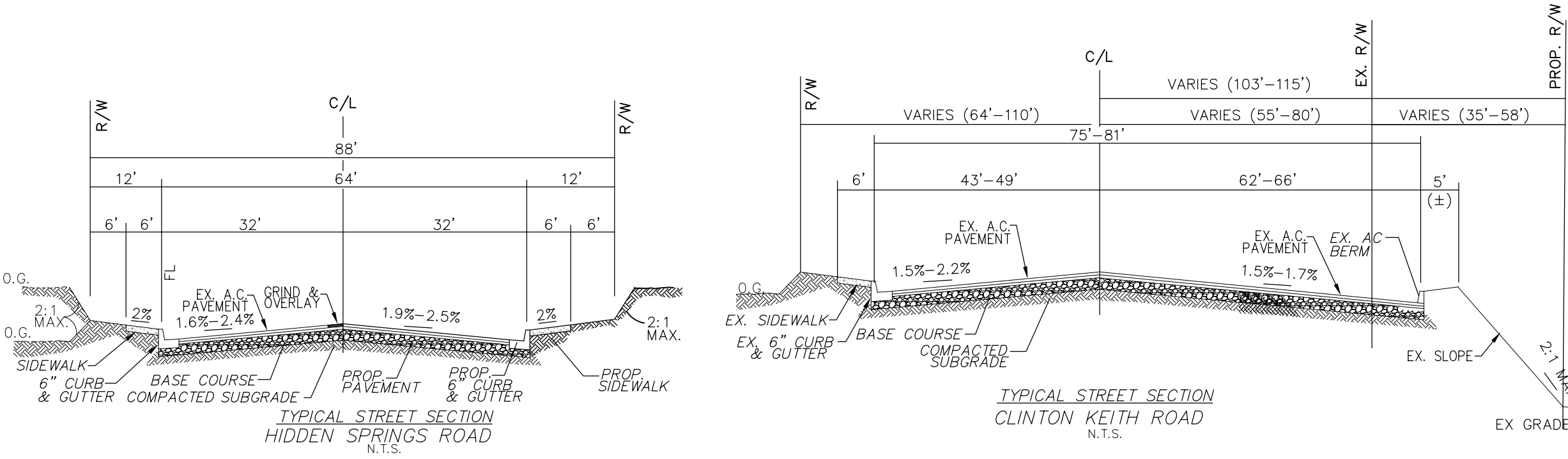


EXHIBIT "2"

LED FREEWAY SIGN FOR WILDOMAR SQUARE



DAY TIME VIEW NORTH PYLON
SCALE: 1/8"=1'



NIGHT TIME VIEW NORTH PYLON
SCALE: 1/8"=1'

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.16
CONSENT CALENDAR
Meeting Date: September 14, 2016

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Ordinance No. 123 Second Reading - Zoning Ordinance Amendment No. 16-04 – L.E.D Signs in Commercial Retail Shopping Centers

STAFF REPORT

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

ORDINANCE NO. 123
A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO SECTION
15061(B)(3) AND SECTION 15311(A) OF CEQA AND APPROVING ZONING
ORDINANCE AMENDMENT NO. 16-04 AMENDING CHAPTER 17.252 (SIGN
REGULATIONS) OF THE WILDOMAR MUNICIPAL CODE RELATED TO
ELECTRONIC MESSAGE FREEWAY SIGNAGE FOR COMMERCIAL RETAIL
SHOPPING CENTERS IN THE C/1-C-P AND C-P-S ZONES ADJACENT TO
INTERSTATE 15 FREEWAY

DISCUSSION:

The City Council approved the first reading of Ordinance No. 123 at the August 10, 2016 Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 123.

Submitted by:
Matthew Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ORDINANCE NO. 123

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO SECTION 15061(B)(3) AND SECTION 15311(A) OF CEQA AND APPROVING ZONING ORDINANCE AMENDMENT NO. 16-04 AMENDING CHAPTER 17.252 (SIGN REGULATIONS) OF THE WILDOMAR MUNICIPAL CODE RELATED TO ELECTRONIC MESSAGE FREEWAY SIGNAGE FOR COMMERCIAL RETAIL SHOPPING CENTERS IN THE C/1-C-P AND C-P-S ZONES ADJACENT TO INTERSTATE 15 FREEWAY

WHEREAS, the City Council has decided to amend Chapter 17.252 (Sign Regulations) of the Wildomar Municipal Code relating to electronic message signage for commercial retail shopping centers in the C-1/C-P and C-P-S zones adjacent to Interstate 15 freeway ; and

WHEREAS, in accordance with Section 17.280 of the Wildomar Municipal Code, the City Council has the authority to take action on Zoning Ordinance Amendment No. 16-04; and

WHEREAS, the Planning Commission held a public hearing on July 6, 2016 for Zoning Ordinance Amendment No. 16-04, and adopted PC Resolution No. 2016-22 recommending City Council denial of Zoning Ordinance Amendment No. 16-04; and

WHEREAS, in accordance with the Wildomar Municipal Code, the Planning Department, on July 29, 2016, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of a public hearing set for August 10, 2016 regarding Zoning Ordinance Amendment No. 16-04; and

WHEREAS, in accordance with Wildomar Municipal Code, the City Council conducted a duly noticed public hearing on August 10, 2016, at which time interested persons had an opportunity to testify in support of, or opposition to Zoning Ordinance Amendment No. 16-04, and at which time the Planning Commission received public testimony concerning Zoning Ordinance Amendment No. 16-04, and has made a recommendation to the City Council regarding said amendment.

THE CITY COUNCIL OF THE CITY OF WILDOMAR HEREBY DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA/ENVIRONMENTAL DETERMINATION.

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a review of the potential

environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 16-04. This evaluation indicated no potential for significant impacts on the environment. First, the ordinance allows electronic message signs in shopping centers where non-electronic freestanding signs are already permitted. The only difference between what is currently allowed in the Code and what is proposed is that part of the sign can have an electronic display. The electronic signs are required to comply with the City's Light Pollution Ordinance to ensure that there are no adverse impacts from the new source of light.

Second, construction of new signs resulting from approval of this code amendment are already categorically exempt from environmental review in accordance with Section 15311(a) of the CEQA Guidelines. Given these two factors, ZOA No. 16-04 meets the criteria for a general rule exemption from CEQA pursuant to Section 15061(b)(3) and a Categorical Exemption per Section 15311(a). Section 15061(b)(3) states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. As a result, the City Council has determined that Zoning Ordinance Amendment No. 16-04 has no potential to negatively impact the environment, and hereby adopts the general rule and categorical exemptions as stated above.

SECTION 2. REQUIRED ZOA FINDING.

In accordance with the provisions of Chapter 17.280 of the Zoning Ordinance, the City Council hereby makes the following finding for approval of Zoning Ordinance Amendment No. 16-04.

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

The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance in that the proposed amendment to allow electronic message signs for commercial retail centers, will provide for enhanced business identification for the centers, including the individual businesses located within the center that can lead to increased economic opportunities (i.e., Policy LU 4.1.g & LU 7.6). Further, the proposed provisions/regulations in the amendment will ensure that electronic message signs will be constructed and used in a manner that will maintain safety and aesthetics, and meet the requirements of the City's "dark sky" policies and light pollution ordinances.

SECTION 3. AMENDMENT TO THE ZONING ORDINANCE

Section 17.252.040(E).1 and 2 of the Wildomar Municipal Code is hereby amended to read as follows:

- "E. Electronic Message Sign Regulations.

1. Intent. It is the intent of this section to establish regulations for electronic message signs to ensure that they are consistent with other signage types located on the parcel and do not create a distracting and potentially unsafe visual environment.
2. Applicability. The electronic message sign types listed below shall be permitted only within the C-1/C-P and CPS zones as a freestanding business identification sign for individual businesses on a single parcel of land, or as and as as a freestanding center/business identification sign for commercial retail shopping centers adjacent to Interstate 15 freeway subject to the development standards outlined in this section. In addition, these sign types shall be permitted for private schools and non-profit service club organizations located on a single parcel of land in any zone subject to the development standards outlined in this section. A minor plot plan and/or sign program application is required for these electronic message sign types, and shall be approved by the Planning Director prior to the issuance of any building/electrical permit by the Building Department.
 - a. Electronic Changeable Copy Signs.
 - b. Electronic Graphic Display Signs.

SECTION 4. AMENDMENT TO THE ZONING ORDINANCE

Section 17.252.040(E).5 of the Wildomar Municipal Code is hereby amended to read as follows:

“E. Electronic Message Sign Regulations.

5. Development Standards (Individual Businesses on a Single Parcel).. The following standards shall apply to all electronic message sign types listed in Section 17.252.040.E.2. *for individual businesses on a single parcel.*
 - a. A maximum of one (1) electronic message sign is allowed per street frontage and can only be included as part of a free-standing business identification sign.
 - b. An electronic message sign is limited to a maximum sign area of 50 square feet per sign face.
 - c. No more than 50% of the total business identification sign area can be allocated to the electronic message portion of the sign.
 - 1.
 - d. Business identification sign which include an electronic message signs are limited to a maximum height of 15 feet.

- e. The sign shall only be located on the site of the use identified/advertised by the sign.
- f. When proposed, a monument base for the proposed sign type shall be constructed of materials that are consistent with the materials of the building for the business. The monument base shall be included in the total sign height.
- g. The electronic message sign shall be located no closer than 100 feet from an abutting residential zone district boundary, and shall not produce any glare into an adjacent residence.
- h. Audio speakers are prohibited in association with any electronic message business identification signs.
- i. The provisions in the Table 1 below (Additional Standards for Electronic Message Signs) shall apply as noted.

SECTION 5. AMENDMENT TO THE ZONING ORDINANCE

Section 17.252.040(E).6 is hereby added as a new subsection of the Wildomar Municipal Code to read as follows:

“E. Electronic Message Sign Regulations.

- 6. Development Standards (Commercial Retail Shopping Centers). The following standards shall apply to all electronic message sign types listed in Section 17.252.040.E.2. for commercial shopping centers.
 - a. A maximum of one (1) electronic message sign is allowed for a commercial retail shopping center with a minimum site size of four (4)4 gross acres.
 - a.b.* An electronic message sign shall be limited to a maximum sign area not to exceed 200 square feet per sign face in sign area [A1] and shall not exceed 45 feet in height.
 - b.c.* The electronic message sign shall only be located on the site adjacent to and oriented toward Interstate 15 freeway as determined by the Planning Director.[A2]
 - c.d. The electronic message portion of the sign may only display on-site commercial messages and or noncommercial messages.
 - d.e. The monument base for the proposed sign type shall be constructed of materials that are consistent with the materials approved with the commercial center. The monument base shall be included in the total sign height outlined above.

[A3]

1.

e.f. Audio speakers are prohibited in association with any electronic message business identification signs.

f.g. The electronic message sign shall maintain a minimum setback of five (5) feet from the freeway right-of-way and/or street property line.

2.

g.h. The electronic message portion of the sign shall comply with all applicable lighting provisions of Chapter 8.64 (Light Pollution) of the Wildomar Municipal Code.

h.i. The provisions of Table 17.252.040.E-1 (Additional Standards for Electronic Message Signs) shall apply as noted."

SECTION 6. AMENDMENT TO THE ZONING ORDINANCE

Table 17.252.040.E-1 of the Wildomar Municipal Code is hereby amended to read as follows:

Table 17.252.040.E-1
Additional Standards for Electronic Message Signs

Sign Type	Description	Text Limit	Minimum Duration	Brightness (NITs ¹) Day/Night ²	Dark Period (off / on)
Electronic Changeable Copy	Text only – no picture or movement (e.g. no scrolling)	15 words	5 seconds	5,000 ³ / 200 ²	None provided the LED sign area is in a "static position" with a dark background ⁴
Electronic Graphic Display	Images and text (scrolling of text permitted)	No limit	5 seconds	5,000 ³ / 200 ²	None provided the LED sign area is in a "static position" with a dark background ⁴

1. NIT is a term used to describe a metric unit of luminance. It is defined as candela per square meter (cd/m²). The unit is based on the candela, the modern metric unit of luminous intensity. This quantifies surface brightness, or the amount of light an object gives off.
2. Dimmer control required to change to the lower nighttime brightness setting upon sunset. A change to the higher brightness setting is not permitted until after sunrise.

3. As part of the minor plot plan process, the Planning Director may approve an increase in sign brightness up to a maximum of 7,500 NITs during periods of low sun (e.g., sunset) to allow sign text and graphics to be clearly seen when affected by direct sunlight.
4. The “static position” sign area may contain up to 3 lines of text and/or logos during the hours of 9:30 pm to 6:30 am, but the remainder of the background area shall be “dark”.

SECTION 7. SEVERABILITY

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.”

SECTION 8. EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 9. PUBLICATION

The city clerk is directed to certify the adoption of this ordinance and cause it to be published in the manner required by law.

SECTION 10. CITY CLERK ACTION

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this 14th day of September, 2016

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.17
GENERAL BUSINESS
Meeting Date: August 10, 2016

TO: Mayor and City Council Members
FROM: Thomas D. Jex, City Attorney
SUBJECT: Ordinance No. 125 Second Reading - City Council Call For Review

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 125

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AMENDING SECTIONS 16.12.160, 16.12.220 AND 16.12.240 OF THE
WILDOMAR MUNICIPAL CODE TO MAKE THE APPEAL PERIOD FOR SUBDIVISION
MAPS CONSISTENT WITH THE APPEAL PERIOD FOR ZONING APPROVALS, AND
ADDING SECTION 2.04.050 TO THE WILDOMAR MUNICIPAL CODE TO ALLOW
FOR CITY COUNCIL REVIEW OF SUBDIVISION AND ZONING MATTERS

BACKGROUND:

This Ordinance had it's first reading at the August 10, 2016 regular City Council meeting. It would appropriate at this time to adopt the Ordinance.

Submitted by:
Thomas D. Jex
City Attorney

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

Ordinance No. 125

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.12.160, 16.12.220 AND 16.12.240 OF THE WILDOMAR MUNICIPAL CODE TO MAKE THE APPEAL PERIOD FOR SUBDIVISION MAPS CONSISTENT WITH THE APPEAL PERIOD FOR ZONING APPROVALS, AND ADDING SECTION 2.04.050 TO THE WILDOMAR MUNICIPAL CODE TO ALLOW FOR CITY COUNCIL REVIEW OF SUBDIVISION AND ZONING MATTERS

THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES ORDAIN AS FOLLOWS:

SECTION 1. Environmental Findings.

The City Council hereby finds and determines that this Ordinance is exempt from CEQA review pursuant to CEQA Guideline 15061(b)(3), which states that CEQA applies only to projects that have the potential for causing a significant effect on the environment. This Ordinance amends the Code to specifically allow a City Council member to call up a decision by the Planning Commission on subdivision and zoning approvals for a hearing before the full Council. As this Ordinance impacts administrative procedures, it can be seen with certainty that there is no possibility that the approval of this Ordinance may have a significant effect on the environment.

SECTION 2. Amendment of Section 16.12.160.

Section 16.12.160 is amended to read as follows:

“A. Except as provided in Section 16.04.020(C), the Planning Commission is authorized to directly approve, conditionally approve or disapprove tentative Schedule “A,” “B,” “C,” “D” and “E” maps. If the land divider or any interested party believes that they may be adversely affected by the decision of the Planning Commission, the land divider or any interested party may appeal the decision to the City Council. Any such appeal shall be filed with the City Clerk within 10 days after the decision of the Planning Commission. The appeal shall be filed in writing, stating the basis for appeal, and shall be accompanied by the fee set forth in Chapter 3.44. Upon the filing of the appeal, the City Clerk shall set the matter for public hearing on a date within 30 days after the date of the filing of the appeal and shall give notice of the public hearing in the same manner as was given for the original hearing. The Council shall render its decision on the appeal within 10 days of the closing of the hearing.

B. The Planning Director is authorized to directly approve, conditionally approve or disapprove tentative Schedule “F,” “G,” “H” and “I” maps. If the land divider or any interested party believes they may be adversely affected by the decision of the Planning Director, the matter may be appealed to the Planning Commission. The appeal shall be

filed with the Planning Department within 10 days after the decision of the Planning Director. The appeal shall be filed in writing, stating the basis for the appeal and accompanied by the fee set forth in Chapter 3.44. All appeals shall be heard within 30 days after the filing of the appeal. Notice of the public hearing shall be given in the same manner as specified for a tract map. The Planning Commission shall render its decision on the appeal within ten days of the closing of the hearing. The land divider or any interested party may appeal the decision of the Planning Commission to the City Council. Any such appeal shall be filed with the City Clerk within ten days after the decision of the Planning Commission. The appeal shall be filed in writing, stating the basis for appeal, and shall be accompanied by the fee set forth in Chapter 3.44. Upon the filing of the appeal, the City Clerk shall set the matter for public hearing on a date within 30 days after the date of the filing of the appeal and shall give notice of the public hearing in the same manner as was given for the hearing before the Planning Commission. Upon conclusion of the hearing, the Council shall render its decision on the appeal within ten days."

SECTION 3. Amendment of Section 16.12.220.

Paragraph D of Section 16.12.220 is amended to read as follows:

"D. The decision of the Planning Commission shall be final, unless the decision is appealed to the City Council or the City Council calls the decision for review. An appeal shall be filed and heard as described in Section 16.12.160. A call for review shall be conducted as provided in Section 2.04.050 of this Code."

SECTION 4. Amendment of Section 16.12.240.

Section 16.12.240 is amended to read as follows:

"A. Tentative Tract Maps. An approved or conditionally approved tentative tract map shall expire 36 months after such approval unless within that period of time a final map shall have been approved and filed with the County Recorder. Prior to the expiration date, the land divider may apply in writing for an extension of time. Each application shall be made to the Planning Director 30 days prior to the expiration date of the tentative map and shall be accompanied by the fee set forth in Chapter 3.44. The Planning Director shall forward to the Planning Commission a recommendation for approval or denial of the application. The Planning Commission may extend the date on which the map expires for one year and, on further application before expiration thereof, may further extend it for a second year and on further application before expiration thereof, may further extend it for a third year, and on further application before expiration thereof, may further extend it for a fourth year, and on further application before expiration thereof, may further extend it for a fifth year. The decision of the Planning Commission shall be forwarded to the City Clerk. The decision of the Planning Commission shall be final unless the decision is appealed to the Council or the City Council calls the decision for review. An appeal shall be filed and heard as described in Section 16.12.160. A call for review shall be conducted as provided in Section 2.04.050 of this Code.

B. Tentative Parcel Maps. An approved or conditionally approved tentative parcel map shall expire 36 months after such approval unless within that period of time a final map shall have been approved and filed with the County Recorder. Prior to the expiration date, the land divider may apply in writing for an extension of time. Each application shall be made to the Planning Director 30 days prior to expiration date of the tentative map and shall be accompanied by the fee set forth in Chapter 3.44.

1. For Schedule "F," "G," "H" and "I" maps, the Planning Director is the advisory agent and may extend the date on which the map expires for one year and, on further application thereof, may further extend it for a second year, and on further application thereof may extend it for a third year, and on further application before expiration thereof, may further extend it for a fourth year, and on further application before expiration thereof, may further extend it for a fifth year. The Planning Director shall report its action directly to the land divider and the City Council. If the Planning Director denies the request for an extension, the applicant may appeal that decision to the Planning Commission which has jurisdiction on the land division within ten days following the date of the Planning Director's decision by filing an appeal with the Planning Department accompanied by the fee set forth in Chapter 3.44.

2. For Schedule "E" maps, the Planning Director shall forward to the Planning Commission a recommendation of approval or denial of the application. The Planning Commission may extend the date on which the map expires for one year and, on further application thereof, may further extend it for a second year, and on further application thereof may further extend it for a third year, and on further application before expiration thereof, may further extend it for a fourth year, and on further application before expiration thereof, may further extend it for a fifth year. The decision of the Planning Commission shall be forwarded to the City Clerk. The decision of the Planning Commission shall be final unless the decision is appealed to the Council or the City Council calls the decision for review. An appeal shall be filed and heard as described in Section 16.12.160. A call for review shall be conducted as provided in Section 2.04.050 of this Code.

C. An extension of time shall not be granted unless the land division conforms to the Comprehensive General Plan, is consistent with existing zoning, and does not adversely affect the general health, safety and welfare of the public.

D. Vesting Tentative Maps. A vesting tentative map shall be subject to the same expiration and extension of time provisions as a tentative map; provided, however, that on recordation of a final map, the rights conferred on a vesting tentative map shall last for one year. Whenever several final maps are recorded on various phases of a project covered by a single vesting tentative map, the one-year initial time period shall begin for each phase when the final map for that phase is recorded. The one-year initial time period shall be automatically extended by any time used for processing a complete application for a grading permit if the time used to process the application exceeds 30 days from the date that a complete application is filed. Prior to the expiration of the initial time period, the subdivider may apply in writing to the Planning Commission for a one-year extension, accompanied by the fee set forth in

Chapter 3.44. If the extension is denied, an appeal may be filed with the City Council or the City Council may call the decision for review. An appeal shall be filed and heard as described in Section 16.12.160. A call for review shall be conducted as provided in Section 2.04.050 of this Code. When the subdivider submits a complete application for a building permit during the period of time specified in this section, the vested rights shall continue until the building permit, or any extension thereto, expires.

E. If the subdivider is required to expend \$125,000.00 or more to construct, improve or finance the construction or improvement of public improvements outside the property boundaries of the land division, excluding improvements of public rights-of-way which abut the boundary of the property to be subdivided and which are reasonably related to the development of that property, each filing of a final map authorized by Section 16.12.230(A)(1) shall extend the expiration of the approved or conditionally approved land division map by 36 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the land division more than ten years from its approval or conditional approval. The number of phased final maps which may be filed shall be determined by the Planning Commission at either the time of the approval or conditional approval of the land division or pursuant to Section 16.12.230(A)(1).

The amount of \$125,000.00 shall be increased by the Registrar of Contractors according to the adjustment for inflation set forth in the statewide cost index for Class B construction, as determined by the State Allocation Board at its January meeting. The adjustment by the Registrar of Contractors shall be effective on the first day of the month occurring more than 30 calendar days after the Registrar of Contractors made that adjustment. The adjusted amount shall apply to tentative and vesting tentative maps whose applications were received after the effective date of the adjustment.

F. Extensions of Time for Maps Affected by Moratoriums and Lawsuits. The period of time specified in subsections A and B of this section shall not include any period of time during which a development moratorium, imposed after approval of the tentative map, is in existence; provided however, that the length of the moratorium does not exceed five years. Once a moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than 120 days, the map shall be valid for 120 days following the termination of the moratorium. A development moratorium shall include a water/sewer moratorium as well as other actions of public agencies which regulate land use, development, or the provisions of services to the land, other than the City which thereafter prevents, prohibits or delays the approval of a final or a parcel map.

G. The period of time specified in subsections A and B of this section shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction if the stay of the time period is approved by the Planning Commission pursuant to this section. After service of the initial petition or complaint in the lawsuit

upon the City, the subdivider may apply to the Planning Department for a stay pursuant to this section.

Applications for a stay shall be made to the Planning Director on the forms provided by the Planning Department and shall be accompanied by the filing fee set forth in Chapter 3.44 and shall include such information and documents as may be required by the Planning Director. The Planning Director shall forward to the Planning Commission a recommendation for approval or denial of the request for a stay. The Planning Commission shall act on the requested stay within 40 days after the application is received by the Planning Director. The decision of the Planning Commission shall be forwarded to the City Clerk. The decision of the Planning Commission shall be final unless the decision is appealed to the City Council or the City Council calls the decision for review. An appeal shall be filed and heard as described in Section 16.12.160. A call for review shall be conducted as provided in Section 2.04.050 of this Code.”

SECTION 5. Addition of Section 2.04.050.

A new Section 2.04.050 is added to the Wildomar Municipal Code to read as follows:

“Sec. 2.04.050 Request for Review

A. The City Council shall review a Planning Commission or Planning Director decision regarding subdivision (Title 16) or zoning (Title 17) matters brought before the Planning Commission for hearing or to the Planning Director for a Planning Director hearing if two or more Council members independently file a Council review form with the City Clerk within ten (10) days after the decision of the Planning Commission or Planning Director. The review form shall be prescribed by the City Clerk and shall not require the Council member to state a reason for the request for review. For all requests for review, it shall be presumed that the reason for the request is that the decision may have significant and material effects on the quality of life within the City or that the subject matter of the decision may have City-wide importance warranting review and determination by City's elected officials. Bias shall not be presumed or inferred due to a request for review.

B. The City Clerk shall schedule the review hearing for commencement within sixty (60) days of the receipt of a request for review. There shall be no fee for filing a request for review. The review shall otherwise follow the procedures that would be applicable if an appeal of the decision were filed by an interested person, including but not limited to any public notice requirements. If there is no specific appeal procedure, then the review shall follow the procedures in Section 17.192.070(C).

C. The Council review hearing shall be conducted as a hearing de novo.

D. The effectiveness of a Planning Commission or Planning Director decision subject to Council review shall be stayed pending completion of the Council review proceedings.”

SECTION 6. 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 7. Effective Date. This ordinance shall take effect 30 days after its passage by the City Council.

SECTION 8. 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 _____, 2016.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: September 14, 2016

TO: Mayor and Council Members

FROM: Dan York, Assistant City Manager/City Engineer

SUBJECT: Consideration of Territory to be Annexed to Community Facilities District No. 2013-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2013-1 (Services), Annexation No. 10

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

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

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) (ANNEXATION NO. 10)

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

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) ANNEXATION NO. 10

BACKGROUND:

On August 10, 2016, the City Council adopted Resolution No. 2016-50, declaring its intention to annex territory to Community Facilities District No. 2013-1 (Services)(the “CFD No. 2013-1” or “CFD”) and commence the annexation

proceedings for the territory to be annexed, also known as Annexation No. 10. A public hearing was set for September 14, 2016 to conduct an election for the landowners and to declare the results of that election.

As required by the Resolution of Intention, an annexation map was recorded on August 17, 2016, at 2:26 p.m. in Book 79, Page 96, Document No. 2016-0352837 and the potential annexation area boundary map was recorded on February 18, 2014, at 1:17 p.m. in Book 76 Page 68, Document No. 2014-0062326 of Maps of Assessment and Community Facilities Districts with the Riverside County Recorder.

The Resolution of Intention was adopted by the City Council in response to petitions filed by the developer, Wildomar Housing Partners, LLC, property owner of one residential tract containing 4 units within the City (PM 32833) has requested that the City assist them in annexing territory into CFD No. 2013-1 to cover the costs associated with the maintenance of public improvements and for providing public safety services. The improvements proposed to be maintained include items such as landscaping and lighting, water quality improvements, graffiti, street sweeping, and trails and park maintenance.

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

The area proposed within Annexation No. 10 will encompass 4 residential units in one tract. The tract proposed to be annexed into CFD No. 2013-1 will be included in Tax Zone 12. The proposed total maximum tax rate for Tax Zone 12 is \$1,662.22 per unit per year. This tax rate includes a Maximum Special Tax A of \$1,418.22 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 and the greater of CPI or 5% for Special Tax B. Wildomar Housing Partners, LLC have agreed to the annexation into 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 of 1982, requesting the annexation of property to CFD No. 2013-1 and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election immediately following the public hearing scheduled for September 14, 2016.

FISCAL IMPACT

On March 1 of each year, every residential building for which a building permit has been issued will be subject to the special taxes in the ensuing Fiscal Year. If the anticipated costs of maintaining the facilities in any given Fiscal Year, prior to buildout of the project, exceeds the special tax revenues available from parcels for which building permits have been issued as of March 1, of each year, then the special tax may also be

on property with recorded final subdivision maps for which a building permit has not been issued, as well as other undeveloped property. The special tax levied to pay for safety services will only be applied to those properties for which a building permit has been issued as of March 1 preceeding the Fiscal Year being levied.

The projected levy for FY 2017-18 is \$5,672.87 for the first year of maintenance services for Special Tax A. Once developed, the Special Tax B will generate \$976 for police and fire protection services.

Submitted by:
Dan York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Resolution Calling an Election

 Reso Exhibit A – Rate and Method of Apportionment

 Reso Exhibit B – Form of the Ballot

Exhibit A – Clerk Certificate of Election Results

Resolution Declaring Results

RESOLUTION NO. 2016 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION
TO SUBMIT TO THE QUALIFIED ELECTORS THE
QUESTION OF LEVYING A SPECIAL TAX WITHIN THE
AREA PROPOSED TO BE ANNEXED TO COMMUNITY
FACILITIES DISTRICT NO. 2013-1 (SERVICES)
(ANNEXATION NO. 10)**

WHEREAS, on February 12, 2014 the City Council (the "City Council") of the City of Wildomar (the "City") approved Resolution No. 2014-07 declaring the City's intention to establish Community Facilities District No. 2013-1 (Services) of the City of Wildomar, County of Riverside, State of California (the "CFD No. 2013-1") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, the City Council set a public hearing for March 12, 2014, after which the Council adopted Resolution No. 2014-09 forming the CFD No. 2013-1 and calling a special election at which the questions of levying a special tax and establishing an appropriations limit with respect to the CFD No. 2013-1 were submitted to the qualified electors within the CFD No. 2013-1; and

WHEREAS, on March 12, 2014, the City Council adopted Resolution No. 2014-10 declaring the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the proposition presented, and such proposition passed; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code as amended (the "Act"), to annex territory into an existing community facilities district by complying with the procedures set forth in said Article 3.5; and

WHEREAS, the City Council on August 10, 2016 duly adopted Resolution No. 2016-50 (the "Resolution of Intention") declaring its intention to annex certain territory to CFD No. 2013-1 (Services) and to levy a special tax within that territory to pay for certain services and setting a time and place for the public hearing on the proposed annexation for September 14, 2016; and

WHEREAS, the territory proposed to be annexed is identified in the map entitled "Annexation Map No. 10 Community Facilities District No. 2013-1 (Services)" a copy of which was recorded, on August 17, 2016, in Book 79 of Maps of Assessment and Community Facilities Districts at Page 96, in the office of the Riverside County Recorder; and

WHEREAS, pursuant to the Act and the Resolution of Intention, a notice of public hearing was convened by the City Council on September 14, 2016, not earlier than the

hour of 6:30 p.m. at the City Hall located at 23873 Clinton Keith Road, Wildomar, California 92595, relative to the proposed annexation of said territory to CFD No. 2013-1; and

WHEREAS, written protests have not been filed by fifty percent (50%) or more of the registered voters residing within the CFD No 2013-1, or by fifty percent (50%) or more of the registered voters residing within the territory to be annexed, or by the owners of one-half (1/2) or more of the area within the CFD No. 2013-1, or by the owners of one-half (1/2) or more of the territory to be annexed; and

WHEREAS, the City Council has determined that there are fewer than twelve registered voters residing in the territory proposed to be annexed to the CFD No. 2013-1 and that the qualified electors in such territory are the landowners; and

WHEREAS, on the basis of all of the foregoing, the City Council has determined at this time to call an election to authorize the annexation of territory to the CFD No. 2013-1 and the levying of a special tax as described in Exhibit A hereto; and

WHEREAS, the City Council has received a written instrument from each landowner in the territory proposed to be annexed to the CFD No. 2013-1 consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election; and

WHEREAS, the City Clerk has concurred in the election date set forth herein.

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

Section 1 Recitals. The foregoing recitals are true and correct.

Section 2. Conformation of Finding in Resolution of Intention. The City Council reconfirms all of its findings and determinations as set forth in the Resolution of Intention.

Section 3. Findings Regarding Protests. The City Council finds and determines that written protests to the proposed annexation of territory to the CFD No. 2013-1 and the levy of the special tax within such territory are insufficient in number and in amount under the Act, and the City Council hereby further orders and determines that all such protests are hereby overruled.

Section 4. Findings Regarding Prior Proceedings. The City Council finds and determines that all prior proceedings had and taken by the City Council with respect to the annexation of territory to CFD No. 2013-1 are valid and in conformity with the requirements of the Act.

Section 5. Levy of Special Tax. As stated in the Resolution of Intention, except where funds are otherwise available, subject to the approval of the qualified electors of territory proposed to be annexed to CFD No. 2013-1, a special tax sufficient to pay the costs of the Services (including incidental expenses as described in the Resolution of Intention), secured by recordation of a continuing lien against all nonexempt real property in CFD No. 2013-1, will be levied annually in CFD No. 2013-1. The rate and method of apportionment, and manner of collection of the special tax are specified in Exhibit A hereto.

Section 6. Apportionment of Tax. The special tax as apportioned to each parcel is based on the cost of making the Services available to each parcel, or other reasonable basis, and is not based on or upon the ownership of real property.

Section 7. Tax Roll Preparation. The office of the Public Works Director, 23873 Clinton Keith Road., City of Wildomar, is hereby designated as the office that will be responsible for annually preparing a current roll of special tax levy obligations by assessor's parcel number and that will be responsible for estimating future special tax levies pursuant to Government Code section 53340.2. The Public Works Director may cause these functions to be performed by his or her deputies, assistants, or other designated agents.

Section 8. Accountability Measures. Pursuant to Section 50075.1 of the California Government Code, the City shall create a separate account into which tax proceeds will be deposited; and the Public Works Director annually shall file a report with the City Council that will state (a) the amount of funds collected and expended and (b) the status of the Services financed in CFD No. 2013-1.

Section 9. Special Election; Voting Procedures. The City Council hereby submits the questions of levying the special tax within the territory proposed to be annexed to the qualified electors, in accordance with and subject to the Act. The special election shall be held on September 14, 2016, and shall be conducted as follows:

(a) **Qualified Electors.** The City Council hereby determines that the Services are necessary to meet increased demands placed upon the City as a result of development occurring within the boundaries of CFD No. 2013-1. Because fewer than twelve registered voters resided within the territory proposed to be annexed to CFD No. 2013-1 on August 30, 2016 (a date within the 90 days preceding the close of the public hearing on the territory proposed to be annexed to CFD No. 2013-1), the qualified electors shall be the landowners within territory proposed to be annexed, and each landowner who was the owner of record at the close of the hearing shall have one vote for each acre or portion of an acre of land that such landowner owns within the territory proposed to be annexed to CFD No. 2013-1.

(b) **Consolidation of Elections; Combination of Propositions on Ballot.** The election on the question of levying the special tax and establishing an appropriations limit for CFD No. 2013-1 shall be consolidated, and the two propositions shall be combined into a single ballot proposition for submission to the voters, as authorized by Government Code Section 53353.5.

(c) Mail Ballot Election. Pursuant to Government Code section 53327.5, the election shall be conducted as a mail ballot election. The City Council hereby ratifies the City Clerk's delivery of a ballot to each landowner within the territory proposed to be annexed to CFD No. 2013-1. The City Council hereby ratifies the form of the ballot, which is attached hereto as Exhibit B.

(d) Return of Ballots. The City Clerk shall accept the ballots of the landowners up to 6:00 p.m. on September 14, 2016. The City Clerk shall have available ballots that may be marked at the City Clerk's office on the election day by voters. Once all qualified electors have voted, the City Clerk may close the election.

(e) Canvass of Election. The City Clerk shall commence the canvass of the returns of the special election as soon as the election is closed (on September 14, 2016, or when all qualified electors have voted) at the City Clerk's office. At the conclusion of the canvass, the City Clerk shall declare the results of the election.

(f) Declaration of Results. The City Council shall declare the results of the special election following the completion of the canvass of the returns and shall cause to be inserted into its minutes a statement of the results of the special election as ascertained by the canvass of the returns.

Section 10. Filing of Resolution and Map with City Clerk. The City Council hereby directs the City Clerk to file a copy of this resolution and the annexation map of the boundaries of CFD No. 2013-1 in his/her office.

PASSED, APPROVED AND ADOPTED this 14th day of September, 2016

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

RESO EXHIBIT A

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.

RMA 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 2017-2018. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2013-1.

TAX ZONE 12 – Annexation 10
Parcel Map 32833

Item	Description	Estimated Cost
1	Landscape Maintenance	\$2,212.04
2	Graffiti Abatement	\$8.24
3	Street lighting	\$1,419.59
4	Trail Maintenance	\$311.44
5	Reserves	\$442.99
6	Contingency	\$478.58
7	Administration and Expenses	\$800.00
Total		\$5,672.88

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

TAX ZONE SUMMARY

Annexation	Tax Zone	Tract	Fiscal Year	Maximum Special Tax A	Maximum Special Tax B	Subdivider
Original	1	32535	2014-15	\$346.00 / RU	\$244.00 / RU	CV Communities LLC
Original	2	31479	2014-15	\$346.00 / RU	\$244.00 / RU	Rancon Equity Partners III
1	3	25122/ 32078	2015-16	\$346.00 / RU	\$244.00 / RU	Rancho Fortunado Inv, LLC
2	4	PM 16803	2015-16	\$51.41 / Acre	N/A	Moralez Enterprises, LLC
3	5	36497	2015-16	\$522.27 / RU	\$244.00 / RU	Lennar Homes of California, Inc.
4	6	PM 36492	2015-16	\$766.14 / Acre	N/A	Rancon Medical and Education Center, LLC
5	7	29476	2016-17	\$688.60 / RU	\$244.00 / RU	Alta Colina, LLC
6	8	36519	2016-17	\$777.35 / RU	\$244.00 / RU	Keusder, LLC / MSL Orange, Inc.
7	9	PP 10-0222	2016-17	\$7,650.78 / RU	N/A	Plaza de Bundy Canyon, LLC
8	10	32206	2016-17	\$633.51 / RU	\$244.00 / RU	Wildomar Land, LLC
10	12	PM 32833	2017-18	\$1,418.22 / RU	\$244.00 / RU	Wildomar Housing Partners, LLC

APPROVED PROPERTY

Annexation	Tax Zone	Tract	Fiscal Year	Maximum Special Tax A	Subdivider
10	12	PM 32833	2017-18	\$1,418.22 / RU	Wildomar Housing Partners, LLC

UNDEVELOPED PROPERTY

Annexation	Tax Zone	Tract	Fiscal Year	Maximum Special Tax A	Subdivider
10	12	PM 32833	2017-18	\$2,924.16 / Acre	Wildomar Housing Partners, LLC

ESCALATION OF MAXIMUM SPECIAL TAXES

Maximum Special Tax A - On each July 1, the Maximum Special Tax A for Developed Property, Approved Property and 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) for the calendar year ending in March of the prior Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

Maximum Special Tax B - On each July 1, the Maximum Special Tax B 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) for the calendar year ending in March of the prior Fiscal Year, or ii) by five percent (5.0%), whichever is greater.

RMA 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.

RMA EXHIBIT C

CITY OF WILDOMAR

COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

PROPOSED BOUNDARIES

copy 79 96

PROPOSED ANNEXATION MAP NO. 10

COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

CITY OF WILDOMAR

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR,
THIS 10th DAY OF August, 2016.

Shirley A. Lee
CITY CLERK
CITY OF WILDOMAR

RECORDED THIS 17th DAY OF August, 2016
AT THE HOUR OF 2:26 O'CLOCK P.M. IN BOOK 79
PAGE 96 OF MAPS OF ASSESSMENT AND COMMUNITY
FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY
RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA.

FEE: \$10.00 NO.: 2016-0352837
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

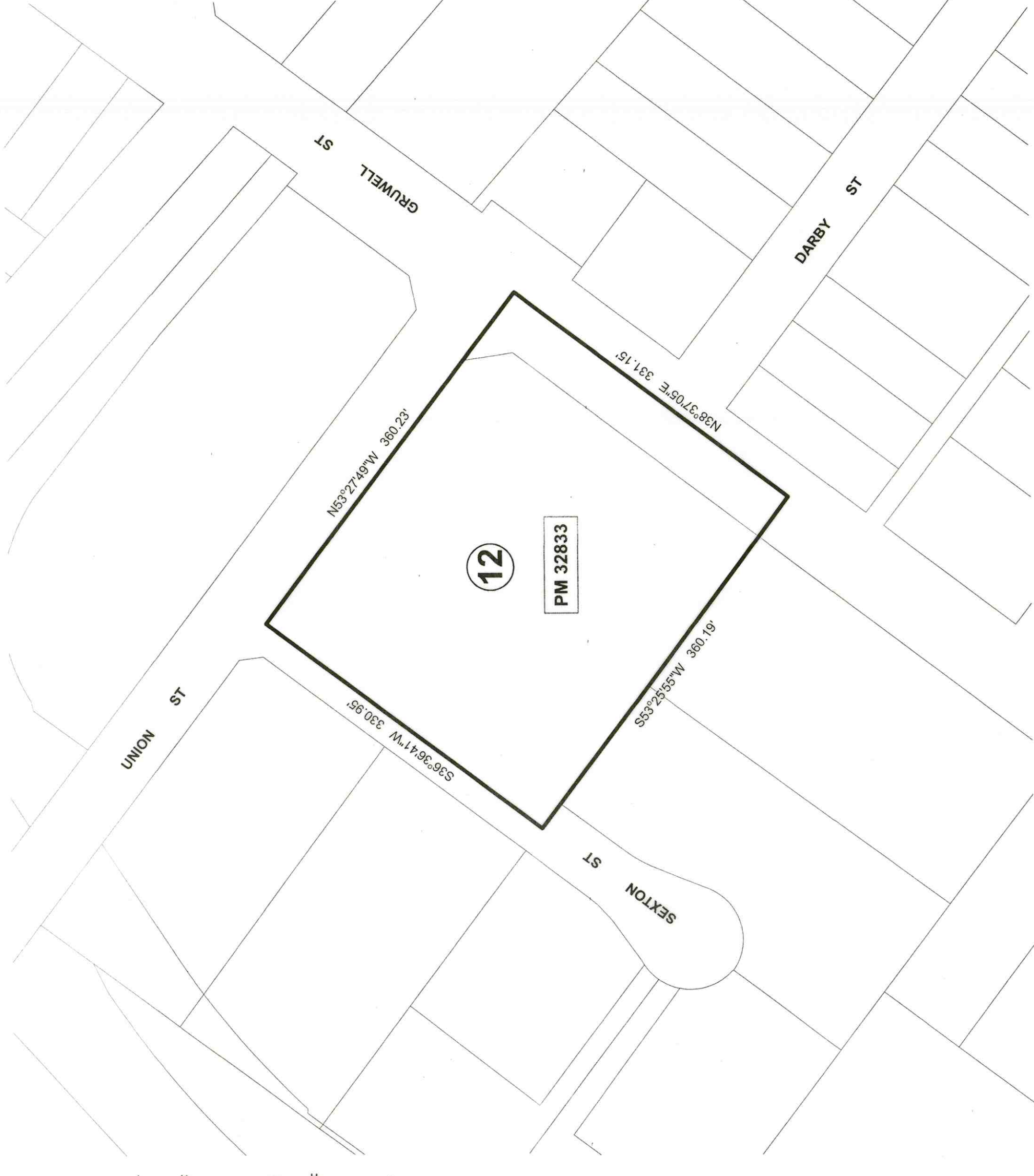
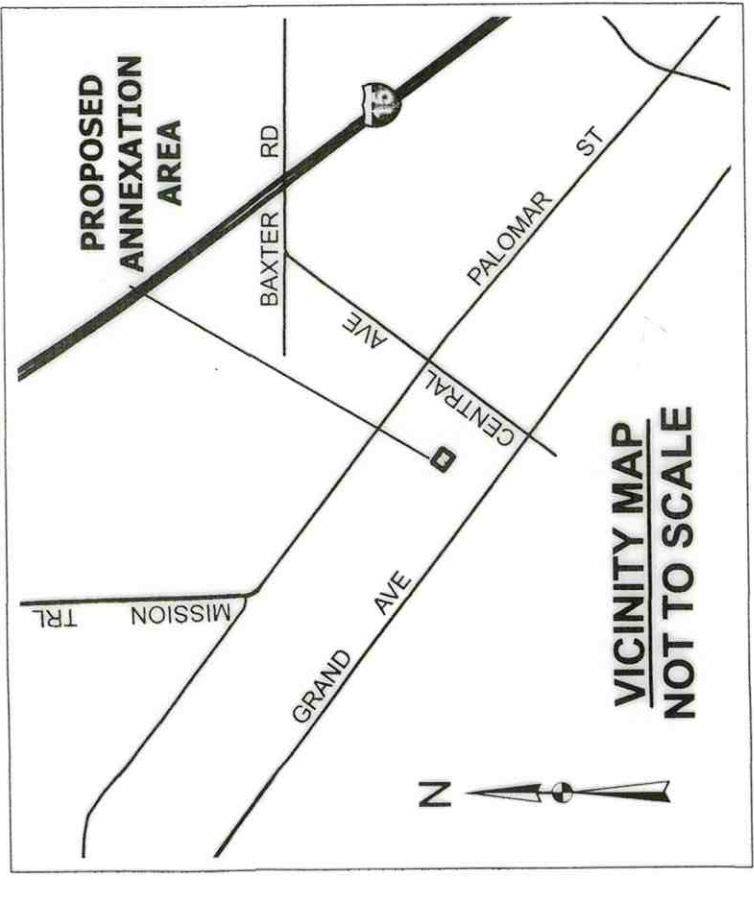
BY: *Daphne D. Jones*
DEPUTY

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

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

I HEREBY CERTIFY THAT THE WITHIN MAP OR AREAS TO
BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO.
2013-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF
RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY
THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A
REGULAR MEETING THEREOF, HELD ON THE 10th
DAY OF August, 2016,
BY ITS RESOLUTION NO. 2016-50.

Shirley A. Lee
CITY CLERK
CITY OF WILDOMAR



LEGEND	
	PROPOSED ANNEXATION BOUNDARY
	PARCEL LINE
	TAX ZONE

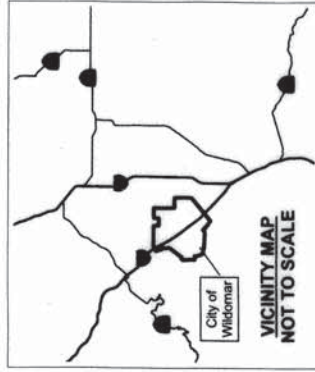
BOUNDARIES - POTENTIAL ANNEXATION AREA **COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)** **CITY OF WILDOMAR**

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES), CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF HELD ON 14th DAY OF Feb., 2014, BY ITS RESOLUTION NO. 2014-07.

Shirine A. Abu
 CITY CLERK
 CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 18th DAY OF Feb., 2014

Shirine A. Abu
 CITY CLERK
 CITY OF WILDOMAR



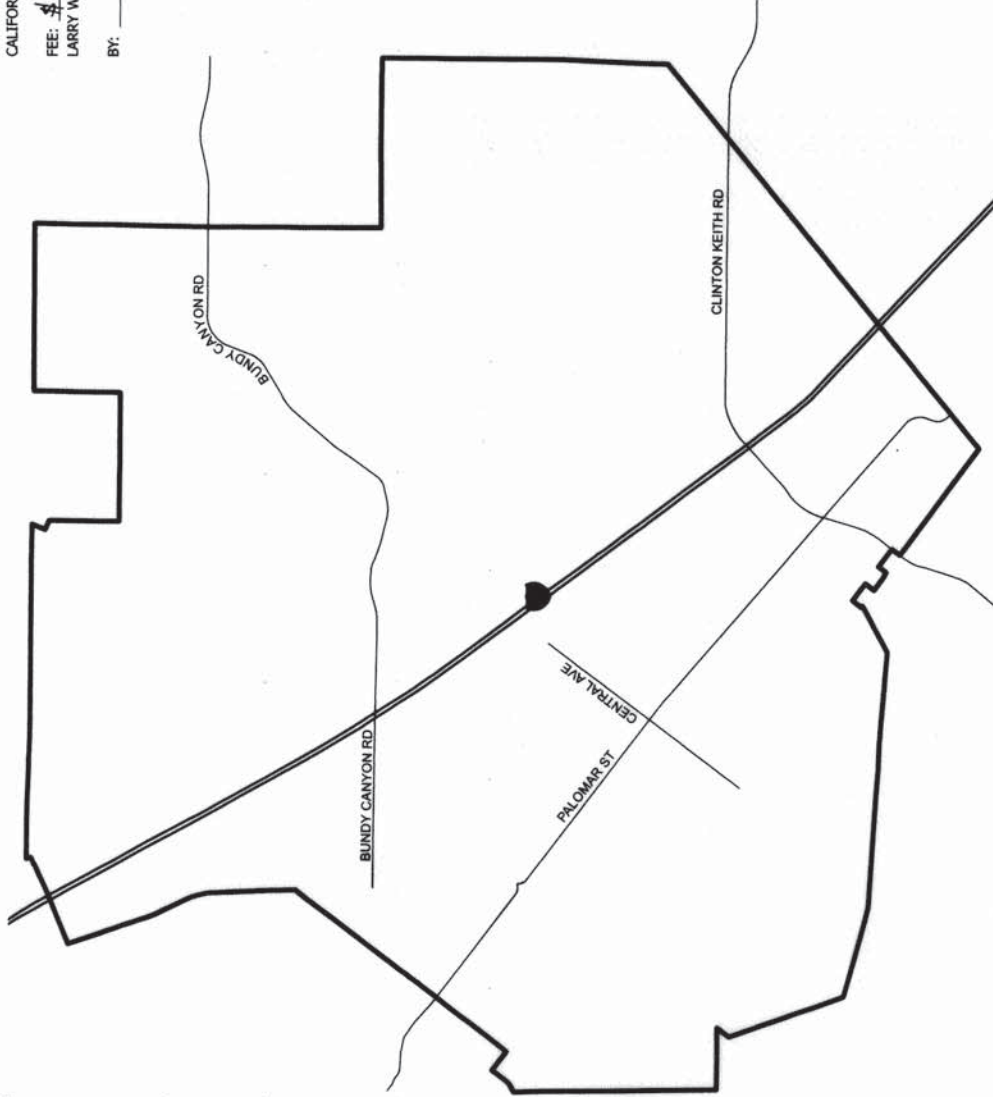
LEGEND
 — ANNEXATION AREA BOUNDARY



RECORDED THIS 14th DAY OF FEBRUARY, 2014
 AT THE HOUR OF 1:12 O'CLOCK PM IN BOOK 76
 PAGE 18 OF MAPS OF ASSESSMENT AND COMMUNITY
 FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY
 RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF
 CALIFORNIA.

FEE: \$10.00 NO.: 2014-0062326
 LARRY W. WARD, ASSESSOR, COUNTY CLERK, RECORDER

BY: [Signature]
 DEPUTY



NOT TO SCALE
 W.O. 13-0124

RESO EXHIBIT B

**SPECIAL TAX ELECTION
CITY OF WILDOMAR**

**ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 10**

(September 14, 2016)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 10 of the Community Facilities District No. 2013-1 (Services) ("CFD No. 2013-1") of the City of Wildomar:

<u>Name of Landowner</u>	<u>Number of Acres Owned</u>	<u>Total Votes</u>
Wildomar Housing Partners, LLC	2.14	3

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

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

Mail

Delivery: If by mail, place ballot in the return envelope provided, and mail no later than August 31, 2016, two calendar weeks prior to the date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

Personal

Delivery: If in person, deliver to the City Clerk at any time up to 6:00 p.m. on September 14, 2016, at the Clerk's office at 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595.

However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on September 14, 2016.

Very truly yours,

Debbie A. Lee, CMC
City Clerk
City of Wildomar

RESO EXHIBIT B

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT

Name & Address of Property Owner:	Assessor's Parcel Number(s):
Wildomar Housing Partners, LLC Attn: Bill McDonald 30752 Hillcrest Drive Temecula, CA 92591	368-110-014

**ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 10**

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

<u>SPECIAL TAX BALLOT MEASURE</u>	MARK "YES" OR "NO" WITH AN "X":
Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates and apportioned as described in Exhibit C to the Resolution Declaring its Intention to Annex Territory to Community Facilities District No. 2013-1 (Services) adopted by the City Council on August 10, 2016 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Map No. 10 of Community Facilities District No. 2013-1 (Services) City of Wildomar" to finance certain services as set forth in Section 4 to the Resolution (including incidental expenses) and shall an appropriation limit be established for Community Facilities District No. 2013-1 (Services) in the amount of special taxes collected?	YES _____ NO _____

Certification for Special Election Ballot

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2016.

Wildomar Housing Partners, LLC

A California Limited Liability Company

Signature

Bill McDonald
Print Name

President
Title

EXHIBIT A

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 10

CERTIFICATE OF ELECTION RESULTS

I, the undersigned, being the Deputy City Clerk or the Acting City Clerk, as the case may be, hereby certify:

In connection with the special mailed-ballot election called by the City Council (the "City Council") of the City of Wildomar (the "City") on this same date in the proceedings of the City Council for the annexation of territory to the above-entitled community facilities district, I personally received (a) a signed and dated waiver and consent form and (b) a signed, dated and marked election ballot(s) on behalf of the owner(s) listed below, the entity named as the sole landowner of the land within the boundary of the above-entitled community facilities district in the Certificate Regarding Registered Voters and Landowners, dated August 30, 2016, and on file in the office of the City Clerk of the City in connection with the City Council actions on that date. Copies of the completed waiver and consent form and the completed ballot received by me and on file in my office are attached hereto.

Following such receipt, I have personally, and in the presence of all persons present, reviewed the ballot to confirm that it is properly marked and signed, and I hereby certify the result of that count to be that the ballot was cast in favor of the measure.

Based upon the foregoing, all votes that were cast having been cast "Yes", in favor of the ballot measure, the measure has therefore passed.

Landowner	Qualified Landowner Votes	Votes Cast	YES	NO
Wildomar Housing Partners, LLC	3	3		

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2016.

Debbie A. Lee
CMC City Clerk
City of Wildomar

By: _____

(Attach completed copies of Waiver/Consent and Ballots)

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

1. The undersigned requests that the City Council of the City of Wildomar, initiate and conduct proceedings pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act") (Government Code Section 53311 et seq.), for the annexation of the property described below to Community Facilities District No. 2013-1 (Services) and consents to the annual levy of special taxes on such property to pay the costs of services to be provided by Community Facilities District No. 2013-1 (Services).

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

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

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

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

California Government Code or other laws or procedures, including but not limited to any notice provided for by compliance with the provisions of Section 4101 of the California Elections Code:

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

IN WITNESS WHEREOF, I hereunto set my hand this 5th day of May, 2016.

Wildomar Housing Partners, LLC
[NAME OF LANDOWNER]

By: Dana Haynes
Name: Dana Haynes
Title: Manager

OWNER'S PROPERTY:

TRACT MAP OR PARCEL MAP NO.

or PROJECT NO. PM # 32830

OWNER'S MAILING ADDRESS:

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

City Clerk of the City Council of the
City of Wildomar

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of ORANGE

On May 5, 2016 before me, Kristen B. Donnell, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Dana Haynes

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Kristen B. Donnell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**ACKNOWLEDGMENT REGARDING PROPERTY TO BE INCLUDED INTO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
OF THE CITY OF WILDOMAR**

The developer/property owner of (Assessor's Parcel No.) 368-110-014 hereby acknowledges that:

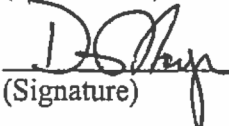
If the landscaping, drainage, lighting and eligible public improvements within the Community Facilities District No. 2013-1 (Services) the maintenance areas of (Assessor's Parcel Nos.) _____, which is to be included in the Community Facilities District of the City of Wildomar, are completed prior to the levy and collection of special taxes upon property within said tract for the maintenance of such landscape and improvements, the developer/property owner will continue to be responsible for and will maintain the landscaping, drainage, lighting, and eligible public improvements within such maintenance areas at its sole expense, and the City will not assume responsibility for the maintenance of such landscaping, drainage, lighting and eligible public improvements until such time as the City is able to collect such special taxes to pay the costs of the maintenance of such landscaping, drainage, lighting, and eligible public improvements.

DATED:

5/5/16

OWNER(S):

Dana Haynes
(Print Name)


(Signature)

Manager
(Title)

(Print Name)

(Signature)

(Title)

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

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

State of California)

County of ORANGE)On May 5, 2016 before me, Kristen B. Donnell, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Dana Haynes
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Kristen B. Donnell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

RESOLUTION NO. 2016 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WILDOMAR, CALIFORNIA, DECLARING ELECTION
RESULTS FOR COMMUNITY FACILITIES DISTRICT NO.
2013-1 (SERVICES) ANNEXATION NO. 10**

WHEREAS, the City Council (the "City Council") of the City of Wildomar (the "City") has heretofore conducted proceedings for the area proposed to be annexed to Community Facilities District No. 2013-1 (Services) (the "CFD No. 2013-1") of the City of Wildomar, including conducting a public hearing pursuant to Section 53339.5 of the Government Code; and

WHEREAS, at the conclusion of said public hearing, the City Council adopted a resolution calling a special election for September 14, 2016, and submitting to the qualified electors of the territory to be annexed to the CFD No. 2013-1 the question of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property as provided in the form of special election ballot; and

WHEREAS, a Certificate of Election Results, attached thereto as Exhibit A, dated September 14, 2016, executed by the City Clerk (or, in the absence of the City Clerk, the Acting City Clerk – in either case, the "Clerk"), has been filed with this Council, certifying that a completed ballot has been returned to the Clerk for each landowner-voter(s) eligible to cast a ballot in said special election, with all votes cast as "Yes" votes in favor of the ballot measure, and further certifying on said basis that the special mailed-ballot election was closed; and

WHEREAS, this Council has received, reviewed and hereby accepts the Clerk's Certificate of Election Results and wishes by this resolution to declare the results of the special mailed-ballot election;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR:

Section 1. Recitals. This Council finds and determines that the foregoing recitals are true and correct.

Section 2. Ballot Measure. This Council hereby finds, determines and declares that the ballot measure submitted to the qualified electors of the territory to be annexed to CFD No. 2013-1 has been passed and approved by those qualified electors in accordance with Sections 53328 and 53329 of the Government Code.

Section 3. Annexation. This Council hereby finds, determines and declares that pursuant to Section 53339.8 of the Government Code, the City Council is authorized to determine that the territory to be annexed has been added to and become a part of the CFD No. 2013-1 with full legal effect, and the City Council is also authorized, pursuant to said Section 53339.8, to annually levy special taxes within the territory to be annexed

to pay the costs of the services to be provided by the CFD No. 2013-1 as specified in Resolution No. 2016-50 adopted by the City Council on August 10, 2016. The boundaries of the territory annexed are shown on the map entitled, "Annexation Map No. 10 Community Facilities District No. 2013-1 (Services)" a copy of which was recorded, on August 17, 2016, in Book 79 of Maps of Assessment and Community Facilities Districts at Page 96, in the office of the Riverside County Recorder.

Section 4. Notice of Special Tax Lien. Pursuant to Section 53339.8 of the Government Code and Section 3117.5 of the Streets and Highways Code, the City Clerk shall cause to be filed with the County Recorder of the County of Riverside an amendment of the notice of special tax lien and a map of the amended boundaries of the CFD No. 2013-1 including the annexed territory.

Section 5. Effect. This resolution shall take effect from and after its adoption.

PASSED, APPROVED AND ADOPTED this 14th day of September, 2016:

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: September 14, 2016

TO: Mayor and City Council Members

FROM: Gary Nordquist, City Manager

SUBJECT: Tiny House Village Meeting

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize hosting a Tiny House Village meeting on Thursday September 22, 2016 from 4:30-7:30pm.

DISCUSSION:

The Mayor has requested that the City Council approve the hosting of a meeting for the community to hear a presentation on the concepts of a Tiny House Village. The meeting is schedule for Thursday September 22, 2016 from 4:30-7:30pm in the Multi-purpose room at the City Hall facility.

FISCAL IMPACT:

The cost for use of the multipurpose room the 3 hour meeting during the requested time period is \$89.00 and would be provided by the general fund.

Submitted and Approved by:
Gary Nordquist
City Manager

**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
MARCH 9, 2016**

CALL TO ORDER

The regular session of March 9, 2016, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Moore at 8:18 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

Trustees Roll Call showed the following Members in attendance: Trustees Benoit, Cashman, Swanson, Vice Chair Walker, and Chair Moore. Members absent: None.

Staff in attendance: General Manager Nordquist, Assistant General Manager York, District Counsel Jex, and Clerk of the Board Lee.

PUBLIC COMMENTS

There were no speakers.

BOARD COMMUNICATIONS

There was nothing to report.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Trustee Benoit, seconded by Vice Chair Walker, to approve the agenda as presented.

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

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: None

4.0 CONSENT CALENDAR

A MOTION was made by Trustee Benoit, seconded by Vice Chair Walker, to approve the Consent Calendar as presented, with the exception of item #4.3.

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

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: None

4.1 Warrant Register

Approved the following:

1. Warrant Register dated 02-04-16, in the amount of \$42.72;
2. Warrant Register dated 02-11-2016, in the amount of \$4,179.59;
3. Warrant Register dated 02-18-2016, in the amount of \$741.50; &
4. Warrant Register dated 02-25-2016, in the amount of \$53.69.

4.2 Treasurer's Report

Approved the Treasurer's Report for January, 2016.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4.3 Resolution Designating the Chair and Vice Chair of the District

Clerk Lee stated that when the packet was put together the Resolution was inadvertently left out. A copy has been given to each Trustee and copies are on the table in the back of the Chambers. This will need a separate action.

A MOTION was made by Trustee Benoit, seconded by Trustee Swanson, to adopt a Resolution entitled:

RESOLUTION NO. WCD2016 – 01

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT, DESIGNATING THAT THE MAYOR AND MAYOR PRO TEM OF THE WILDOMAR CITY COUNCIL SHALL AUTOMATICALLY SERVE AS THE CHAIR AND VICE CHAIR OF THE WILDOMAR CEMETERY DISTRICT

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

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: None

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There are no items scheduled.

GENERAL MANAGER REPORT

There was no report.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business, Chair Moore declared the meeting adjourned at 8:20 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
Clerk of the Board

Bridgette Moore
Chair

**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
APRIL 13, 2016**

CALL TO ORDER

The regular session of April 13, 2016, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Moore at 7:38 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

Trustees Roll Call showed the following Members in attendance: Trustees Benoit, Swanson, Vice Chair Walker, and Chair Moore. Members absent: Cashman.

Staff in attendance: General Manager Nordquist, Assistant General Manager York, District Counsel Jex, and Clerk of the Board Lee.

PUBLIC COMMENTS

There were no speakers.

BOARD COMMUNICATIONS

There was nothing to report.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Vice Chair Walker, seconded by Trustee Swanson, to approve the agenda as presented.

MOTION carried, 4-0-1, by the following vote:

YEA: Benoit, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: Cashman

4.0 CONSENT CALENDAR

A MOTION was made by Vice Chair Walker, seconded by Trustee Swanson, to approve the Consent Calendar as presented.

MOTION carried, 4-0-1, by the following vote:

YEA: Benoit, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: Cashman

4.1 Minutes – February 10, 2016 Regular Meeting

Approved the Minutes as submitted.

4.2 Warrant Register

Approved the following:

1. Warrant Register dated 03-03-2016, in the amount of \$1,819.98;
2. Warrant Register dated 03-10-2016, in the amount of \$1,138.62;
3. Warrant Register dated 03-17-2016, in the amount of \$1,232.26;
4. Warrant Register dated 03-24-2016, in the amount of \$1,420.73 &
5. Warrant Register dated 03-31-2016, in the amount of \$1,841.26.

4.3 Treasurer's Report

Approved the Treasurer's Report for February, 2016.

4.4 Memorial Day Service Event 2016

Allowed Faith Baptist Church to conduct their Memorial Day Service at the Wildomar Cemetery.

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There were no items scheduled.

GENERAL MANAGER REPORT

There was no report.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business, Chair Moore declared the meeting adjourned at 7:39 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
Clerk of the Board

Bridgette Moore
Chair

**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
MAY 11, 2016**

CALL TO ORDER

The regular session of May 11, 2016, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Moore at 7:48 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

Trustees Roll Call showed the following Members in attendance: Trustees Benoit, Cashman, Vice Chair Walker, Chair Moore,. Members absent: Trustee Swanson

Staff in attendance: Assistant General Manager York, District Counsel Jex, and Clerk of the Board Lee.

PUBLIC COMMENTS

There were no speakers.

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Vice Chair Walker, seconded by Trustee Benoit, to approve the agenda as presented.

MOTION carried, 4-0-0, by the following vote:

YEA: Benoit, Cashman, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: Swanson

4.0 CONSENT CALENDAR

A MOTION was made by Vice Chair Walker, seconded by Trustee Benoit, to approve the Consent Calendar as presented.

MOTION carried, 4-0-0, by the following vote:

YEA: Benoit, Cashman, Vice Chair Walker, Chair Moore
NAY: None
ABSTAIN: None
ABSENT: Swanson

4.1 Warrant Register

Approved the following:

1. Warrant Register dated 04-07-2016, in the amount of \$563.52;
2. Warrant Register dated 04-14-2016, in the amount of \$1,045.64;
3. Warrant Register dated 04-21-2016, in the amount of \$2,093.06; &
4. Warrant Register dated 04-28-2016, in the amount of \$493.32.

4.2 Treasurer's Report

Approved the Treasurer's Report for March, 2016.

5.0 PUBLIC HEARINGS

There were no items scheduled.

6.0 GENERAL BUSINESS

There were no items scheduled.

GENERAL MANAGER REPORT

There was no report.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business Chair Moore declared the meeting adjourned at 7:49 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
Clerk of the Board

Bridgette Moore
Chair

**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
JUNE 8, 2016**

CALL TO ORDER

The regular session of June 8, 2016, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Moore at 8:21 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

Trustees Roll Call showed the following Members in attendance: Trustees Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore. Members absent: None.

Staff in attendance: General Manager Nordquist, Assistant General Manager York, District Counsel Jex, and Clerk of the Board Lee.

PUBLIC COMMENTS

Ken Mayes, resident, spoke regarding ADA access at the Cemetery.

BOARD COMMUNICATIONS

There were no comments.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Trustee Benoit, seconded by Trustee Swanson, to approve the agenda as presented.

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

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: None

4.0 CONSENT CALENDAR

A MOTION was made by Trustee Swanson, seconded by Trustee Benoit, to approve the Consent Calendar as presented.

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

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore

NAY: None
ABSTAIN: None
ABSENT: None

4.1 Warrant Register

Approved the following:

1. Warrant Register dated 05-05-2016, in the amount of \$1,011.37;
2. Warrant Register dated 05-12-2016, in the amount of \$1,602.00;
3. Warrant Register dated 05-19-2016, in the amount of \$717.16; &
4. Warrant Register dated 05-26-2016, in the amount of \$1,160.26.

4.2 Treasurer's Report

Approved the Treasurer's Report for April, 2016.

5.0 PUBLIC HEARINGS

There were no items scheduled.

6.0 GENERAL BUSINESS

There were no items scheduled.

GENERAL MANAGER REPORT

There was no report.

FUTURE AGENDA ITEMS

*Master Plan and Wall

*Memorial Day Service – Seek new entity to sponsor this

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business Chair Moore declared the meeting adjourned at 8:25 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
Clerk of the Board

Bridgette Moore
Chair

**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
JULY 13, 2016**

CALL TO ORDER

The regular session of July 13, 2016, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Moore at 9:05 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California, and Via La Estancia Lobby, Camino Viejo a San Jose Cabo San Lucas KM 0.5, Col. El Medano, Cabo San Lucas, BCS Mexico 23450.

Trustees Roll Call showed the following Members in attendance: Trustees Benoit (via Skype in Mexico), Cashman, Swanson, Vice Chair Walker, Chair Moore. Members absent: None.

Staff in attendance: General Manager Nordquist, Assistant General Manager York, District Counsel Jex, and Clerk of the Board Lee.

PUBLIC COMMENTS

Ken Mayes, resident, stated his disapproval of the ADA access to the cemetery being done by Scouts.

BOARD COMMUNICATIONS

Chair Moore stated the City benefits from projects done by the Boy and Girl Scouts.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Vice Chair Walker, seconded by Trustee Swanson, to approve the agenda as presented.

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

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: None

4.0 CONSENT CALENDAR

A MOTION was made by Vice Chair Walker, seconded by Trustee Swanson, to approve the Consent Calendar as presented.

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

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: None

4.1 Warrant Register

Approved the following:

1. Warrant Register dated 06-02-2016, in the amount of \$1,468.51;
2. Warrant Register dated 06-16-2016, in the amount of \$5,796.46;
3. Warrant Register dated 06-23-2016, in the amount of \$1,225.60; &
4. Warrant Register dated 06-30-2016, in the amount of \$920.67.

4.2 Treasurer's Report

Approved the Treasurer's Report for May, 2016.

5.0 PUBLIC HEARINGS

There were no items scheduled.

6.0 GENERAL BUSINESS

There were no items scheduled.

GENERAL MANAGER REPORT

There was no report.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business Chair Moore declared the meeting adjourned at 9:07 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
Clerk of the Board

Bridgette Moore
Chair

**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
AUGUST 10, 2016**

CALL TO ORDER

The regular session of August 10, 2016, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Moore at 8:43 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

Trustees Roll Call showed the following Members in attendance: Trustees Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore. Members absent: None.

Staff in attendance: Assistant General Manager York, District Counsel Jex, and Clerk of the Board Lee.

PUBLIC COMMENTS

There were no speakers.

BOARD COMMUNICATIONS

There were no comments.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Trustee Benoit, seconded by Vice Chair Walker, to approve the agenda as presented.

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

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: None

4.0 CONSENT CALENDAR

Clerk Lee advised that there were Minutes in the agenda packet, however they were not listed on the agenda, so those items will come back at the next meeting.

A MOTION was made by Trustee Benoit, seconded by Vice Chair Walker, to approve the Consent Calendar as amended.

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

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: None

4.1 Warrant Register

Approved the following:

1. Warrant Register dated 07-07-2016, in the amount of \$1,883.26;
2. Warrant Register dated 07-07-2016, in the amount of \$1,034.14;
3. Warrant Register dated 07-14-2016, in the amount of \$1,302.22;
4. Warrant Register dated 07-14-2016, in the amount of \$295.16;
5. Warrant Register dated 07-21-2016, in the amount of \$154.29;
6. Warrant Register dated 07-21-2016, in the amount of \$1,543.10;&
7. Warrant Register dated 07-28/2016, in the amount of \$1,456.98.

4.2 Treasurer's Report

Approved the Treasurer's Report for June, 2016.

5.0 PUBLIC HEARINGS

There were no items scheduled.

6.0 GENERAL BUSINESS

There were no items scheduled.

GENERAL MANAGER REPORT

There was no report.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business Chair Moore declared the meeting adjourned at 8:44 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
Clerk of the Board

Bridgette Moore
Chair

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.7
CONSENT CALENDAR
Meeting Date: September 14, 2016

TO: Chairman and Board of Trustees

FROM: James Riley, Finance Director

PREPARED BY: Terry Rhodes, Accounting Manager

SUBJECT: Warrant Register

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 08-04-2016, in the amount of \$801.14;
2. Warrant Register dated 08-04-2016, in the amount of \$2,176.18;
3. Warrant Register dated 08-11-2016, in the amount of \$376.13;
4. Warrant Register dated 08-18-2016, in the amount of \$1,171.80;
5. Warrant Register dated 08-18-2016, in the amount of \$650.00; &
6. Warrant Register dated 08-25-2016, in the amount of \$1,059.43.

DISCUSSION:

The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

FISCAL IMPACT:

These Warrant Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2015-16 Budget & 2016-17 Budget.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Voucher List 08/04/2016(2)
Voucher List 08/11/2016
Voucher List 08/18/2016(2)
Voucher List 08/25/2016

08/04/2016 9:24:42AM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206510	8/4/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DIST	8132620A		6/17/16-7/18/16 CEMETERY WATER SERVICE	801.14

Total : 801.14

1 Vouchers for bank code : wf

Bank total : 801.14

1 Vouchers in this report

Total vouchers : 801.14

Voucher List
City of Wildomar

Page: 1

08/04/2016 9:47:34AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206511	8/4/2016	000367 CINTAS CORPORATION	55286561		STAFF UNIFORM MAINTENANCE	49.56
Total :						49.56
206512	8/4/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF 8132620B			6/17/16-7/18/16 CEMETERY WATER SERVICE	1,201.72
Total :						1,201.72
206513	8/4/2016	000904 EMERGENCY RESPONSE SYSTEMS INC	72816		7/1/16-9/30/16 CEMETERY ALARM MONITORING	60.00
Total :						60.00
206514	8/4/2016	000631 LABOR READY	21146980		7/02/16-7/08/16 CEMETERY LABOR	344.10
			21185040		7/16/16-7/22/16 CEMETERY LABOR	520.80
Total :						864.90
4 Vouchers for bank code : wf						Bank total : 2,176.18
4 Vouchers in this report						Total vouchers : 2,176.18

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206556	8/11/2016	000094 STAUFFERS LAWN EQUIPMENT	85411		CEMETERY DEPARTMENTAL SUPPLIES	376.13
					Total :	376.13
		1 Vouchers for bank code :	wf		Bank total :	376.13
		1 Vouchers in this report			Total vouchers :	376.13

Total vouchers : 650.00

08/18/2016 10:42:47AM

Bank code : wf						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206586	8/18/2016	000631	LABOR READY		7/23/16-7-29/16 CEMETERY LABOR	651.00
					7/30/16-8/05/16 CEMETERY LABOR	520.80
Total :						1,171.80
1 Vouchers for bank code : wf						Bank total : 1,171.80
1 Vouchers in this report						Total vouchers : 1,171.80

08/25/2016 10:32:11AM

Bank code :		wf				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206604	8/25/2016	000028 CALPERS	2100B		SEPT 2016 CEMETERY RETIREE PREMIUM	367.52
Total :						367.52
206605	8/25/2016	000367 CINTAS CORPORATION	55294940		STAFF UNIFORM MAINTENANCE	49.56
Total :						49.56
206606	8/25/2016	000941 FRONTIER	81916		8/19/16-9/18/16 CEMETERY VOICE/INTERNET	121.55
Total :						121.55
206607	8/25/2016	000631 LABOR READY	21277109		8/06/16-8/12/16 CEMETERY LABOR	520.80
Total :						520.80
4 Vouchers for bank code : wf						Bank total : 1,059.43
4 Vouchers in this report						Total vouchers : 1,059.43

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.8
CONSENT CALENDAR
Meeting Date: September 14, 2016

TO: Mayor and City Council Members
FROM: James R. Riley, CPA, Finance Director
PREPARED BY: Terry Rhodes, Accounting Manager
SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Treasurer's Report for July, 2016.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of July, 2016.

FISCAL IMPACT:

None at this time.

Submitted by:
James R. Riley, CPA
Finance Director

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Treasurer's Report

**WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
July 2016**

DISTRICT INVESTMENT

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>DAYS TO MAT.</u>	<u>STATED RATE</u>
EDWARD JONES	\$ <u>131,076.67</u>	\$ <u>131,076.67</u>	\$ <u>131,076.67</u>	<u>100.00%</u>	<u>0</u>	<u>0.000%</u>
TOTAL	\$ <u>131,076.67</u>	\$ <u>131,076.67</u>	\$ <u>131,076.67</u>	<u>100.00%</u>		

<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS/ PURCHASES</u>	<u>WITHDRAWALS/ SALES/ MATURITIES</u>	<u>ENDING BALANCE</u>	<u>STATED RATE</u>
EDWARD JONES	\$ <u>128,893.05</u>	\$ <u>2,183.62</u>	\$ <u>0.00</u>	\$ <u>131,076.67</u>	0.000%
TOTAL	\$ <u>128,893.05</u>	\$ <u>2,183.62</u>	\$ <u>0.00</u>	\$ <u>131,076.67</u>	

TOTAL INVESTMENT	\$ <u>131,076.67</u>				
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In compliance with the California Code Section 53646, as the General Manager of the Wildomar Cemetery District, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's expenditure requirements for the next six months.
I also certify that this report reflects all Government Agency pooled investments and all District's bank balances.

James R. Riley

James R. Riley, CPA
Finance Director

9/7/2016

Date

