

CITY OF WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT AGENDA

6:30 P.M. – REGULAR MEETING

November 13, 2019

Council Chambers

23873 Clinton Keith Road, Suite 106, Wildomar CA



Marsha Swanson, Mayor/Chair, District 5
Dustin Nigg, Mayor Pro Tem/Vice Chair, District 2
Ben J. Benoit, Council Member/Trustee, District 1
Bridgette Moore, Council Member/Trustee, District 4
Joseph Morabito, Council Member/Trustee, District 3

Gary Nordquist
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA November 13, 2019

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 City Hall, 23873 Clinton Keith Road; Mission Trail Library, 34303 Mission Trail Boulevard; and on the City's website at the following address: http://www.cityofwildomar.org/government/agendas___minutes. 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.

NOTICE: City Council meetings may be live-streamed, photographed and/or videotaped. Attendance at the meeting constitutes consent by members of the public to the City's and any third party's use in any media, without compensation or further notice, of audio, video, and/or pictures of meeting attendees.

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

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

ROLL CALL

FLAG SALUTE

PRESENTATIONS

1. Assemblywoman Melendez Legislative Update
2. Wildomar Elementary School Presentation
3. Police Quarterly Update
4. Fire Quarterly Update
5. Library Quarterly Update
6. Code Enforcement Quarterly Update
7. Gary 10 Year Service Acknowledgement
8. Other City Recognitions/ Presentations

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.

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 on this agenda.

1.2 Minutes – October 09, 2019 Regular Meeting

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

1.3 Warrant and Payroll Registers

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

1. Warrant Register dated 10-03-2019 in the amount of \$131,979.25;
2. Warrant Register dated 10-10-2019 in the amount of \$272,128.16;
3. Warrant Register dated 10-15-2019 in the amount of \$6,571.60;
4. Warrant Register dated 10-17-2019 in the amount of \$507,879.84;
5. Warrant Register dated 10-24-2019 in the amount of \$95,892.56;
6. Electronic Payment Register dated 10-28-2019 in the amount of \$135,651.76;
7. Electronic Payment Register dated 10-28-2019 in the amount of \$372,070.27;
8. Warrant Register dated 10-31-2019 in the amount of \$182,251.79;
9. Payroll Register dated 11-01-2019 in the amount of \$99,759.58;
10. Electronic Payment Register dated 11-05-2019 in the amount of \$70,358.39.

1.4 Treasurer's Report

RECOMMENDATION: Staff recommends that the City Council approve the Treasurer's Report for September 2019.

1.5 2nd Reading of Ordinance No. 173- Business Registration Program Ordinance Amendment

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

ORDINANCE NO. 173
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 5.68.040 AND 5.68.100 OF THE MUNICIPAL CODE PERTAINING TO THE CITY BUSINESS REGISTRATION PROGRAM.

1.6 Capital Improvement Program Status Report

RECOMMENDATION: Staff recommends that the City Council receive and file the FY19/20 1st Quarter Capital Improvement Program Status Report.

1.7 Annexation No. 18 into Community Facilities District No. 2013-1 (Services) for Rancon Medical and Education Center, LLC (PM 36492-1,-2,-3)

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

RESOLUTION NO. 2019 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 18) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.8 Annexation No. 19 into Community Facilities District No. 2013-1 (Services) for Smith Ranch Storage, LLC (PA 16-0138)

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

RESOLUTION NO. 2019 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 19) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.9 Changes to the Position Classification Schedule

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

RESOLUTION NO. 2019 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADDING THE SENIOR PLANNER POSITION AND
UPDATING THE POSITION CLASSIFICATION SCHEDULE FOR THE
NEWLY CREATED POSITION

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. 17**

RECOMMENDATION: Staff recommends that the City Council:

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

RESOLUTION NO. 2019 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE
QUALIFIED ELECTORS THE QUESTIONS OF LEVYING A SPECIAL
TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
(ANNEXATION NO. 17)

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

RESOLUTION NO. 2019 - _____
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. 17)

2.2 Zoning Ordinance Amendment 19-02 – Organic Waste Code Amendment

RECOMMENDATION: Staff recommends 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, ADOPTION OF A GENERAL RULE
EXEMPTION IN ACCORDANCE WITH SECTIONS 15061(B)(3) OF THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND
APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 19-02
AMENDING CHAPTER 17.172 (GENERAL PROVISIONS) AND
CHAPTER 8.104 (SOLID WASTE COLLECTION AND DISPOSAL) OF
THE WILDOMAR MUNICIPAL CODE TO MODIFY THE REGULATIONS
PERTAINING TO COMMERCIAL AND MULTI-FAMILY TRASH
ENCLOSURES FOR ORGANIC WASTE PRODUCTS

3.0 GENERAL BUSINESS

3.1 CEQA Negative Declaration Budget for Cannabis Ordinance (ZOA 19-04)

RECOMMENDATION: Staff recommends the City Council take the following action:

Appropriate \$56,000 from General Fund Balance increasing the Cannabis Code Amendment Budget (Account # 100-430-4300-52128) to prepare the required Negative Declaration for the Cannabis Code Amendment (ZOA No. 19-04).

3.2 Establishment of a Housing and Regional Growth Vision Subcommittee

RECOMMENDATION: Staff recommends that the City Council select and approve two Councilmembers to serve on a temporary ad-hoc Subcommittee providing guidance to staff as part of the city's Housing Element and SCAG Regional Growth Forecast Visioning efforts.

3.3 2019 California Building Codes Adoption – Set Public Hearing

RECOMMENDATION: Staff recommends that the City Council:

1. Introduce an Ordinance entitled:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 8.28, 15.08, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, AND 15.52 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE) WITH SPECIFIED APPENDICES, AND INCLUDING ALL AMENDMENTS THERETO; AND DELETING CHAPTER 15.48.

2. Approve the first reading of Ordinance No. _____
3. Set the public hearing for December 11, 2019, at 6:30 p.m., or as soon thereafter, to hear testimony in this matter.

3.4 Holiday Lights Home Decorating Contest 2019

RECOMMENDATION: Staff recommends that the City Council approve the Holiday Lights Home Decorating Contest for 2019 and appoint two council members to judge the contest.

COUNCIL COMMUNICATIONS

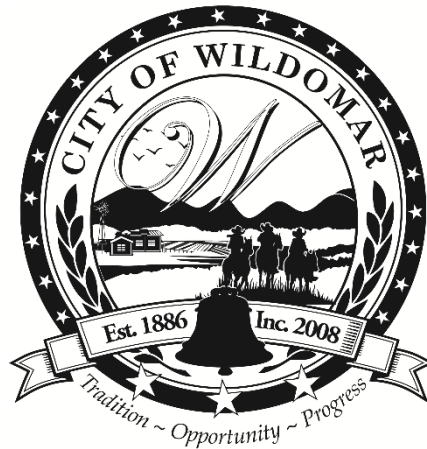
1. Community events
2. Regional events
3. Chamber of Commerce
4. Riverside Conservation Authority (RCA)
5. Riverside Transit Agency (RTA)
6. Riverside County Transportation Commission (RCTC)
7. League of California Cities
8. Southern California Association of Governments (SCAG)
9. Riverside County Habitat Conservation Agency (RCHCA)
10. Western Riverside Council of Governments (WRCOG)
11. South Coast Air Quality Management District (SCAQMD)
12. Ad Hoc & Subcommittees

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE CITY COUNCIL

In accordance with Government Code Section 54952.3, I, Janet Morales, City of Wildomar Acting 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.



Marsha Swanson, Chair
Dustin Nigg, Vice Chair
Ben J. Benoit, Trustee
Bridgette Moore, Trustee
Joseph Morabito, Trustee

Gary Nordquist
General Manager

Thomas D. Jex
District Counsel

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 – October 09, 2019 Regular Meeting

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

4.2 Warrant Register

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

1. Warrant Register dated 10-03-2019 in the amount of \$7,609.87;
2. Warrant Register dated 10-10-2019 in the amount of \$69.23;
3. Warrant Register dated 10-17-2019 in the amount of \$674.84;
4. Warrant Register dated 10-24-2019 in the amount of \$232.52
5. Warrant Register dated 10-31-2019 in the amount of \$349.38.

4.3 Treasurer's Report

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Treasurer's Report for September 2019.

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

6.1 Award a Services Agreement for Cemetery Master Development and Business Plan

RECOMMENDATION: Staff recommends that the Board of Trustees:

1. Authorize the General Manager to execute a Services Agreement between the Wildomar Cemetery District and LEES + Associates, and;
2. Assign two Trustees to work with staff and the consultant during Plan preparation.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

City Council/Wildomar Cemetery District Regular Meeting Schedule


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

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

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

I, Janet Morales, Wildomar Acting City Clerk, do certify that on November 6, 2019, 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.



Janet Morales
Acting City Clerk

**CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
October 09, 2019**

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

The closed session of October 09, 2019 of the Wildomar City Council was called to order by Mayor Swanson 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 Member Benoit, Moore, Morabito, Mayor Pro Tem Nigg, Mayor Swanson

Members absent: None

Staff in attendance: City Manager Nordquist, City Attorney Jex and Acting City Clerk Morales, Intern Il Luna

PUBLIC COMMENTS

There were no speakers.

CLOSED SESSION

Acting City Clerk Morales 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 matters of pending litigation:

A. In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio)

B. The Nevada Hydro Company, Inc. Application for Lake Elsinore Advanced Pumped Storage Project; Federal Energy Regulatory Commission Project No. P-14227-003

The City Council convened into closed session at 5:31 p.m.

RECONVENE INTO OPEN SESSION

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

ANNOUNCEMENTS

City Attorney Jex stated there is no reportable actions.

ADJOURN CLOSED SESSION

There being no further business, Mayor Swanson adjourned the closed session at 6:30 p.m.

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

The Regular meeting of October 09, 2019 of the Wildomar City Council was called to order by Mayor Swanson at 6:30 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, Moore, Morabito, Mayor Pro Tem Nigg, Mayor Swanson

Members absent: None.

Staff in attendance: City Manager Nordquist, Assistant City Manager York, City Attorney Jex, Acting City Clerk Morales, Planning Director Bassi, Administrative Services Director Riley, Finance Manager Howell, Economic Development Director Davidson, Building Official Haeberle, Parks and Community Services Manager Torres and Intern Il Luna

The flag salute was led by Council Member Moore.

PRESENTATIONS

1. Principal Manuel Valdez presented the William Collier Elementary School Update.
2. Mayor Swanson presented a Proclamation for David Lower's 100th Birthday.
3. Mayor Swanson presented a Proclamation for the Community Candlelight Tribute.
4. Mayor Swanson Acknowledged the City's participation as a Purple Heart City
5. Building Official Martin Haeberle introduced staff members Erica Levy and Vivian Petris.

PUBLIC COMMENTS

Monty Goddard, resident, spoke regarding a Windsong Town Hall Meeting and the Cervera Green Belt.

Kathy Bundy, resident, spoke regarding weeds and hosting a trash pickup day event.

Tim Klotz, resident, with time donated from Bill Klotz, resident, spoke for a total of 6 minutes regarding Code Enforcement, road improvements and repairs and weed abatement.

Jared McBride, Board of Direction for Elsinore Valley Municipal Water District, provided an update.

Greg Langworthy, resident, spoke regarding the Cannabis Ordinance.

Ginger Greaves from the Santa Rosa Plateau Nature Education Foundation spoke regarding the Santa Rosa Plateau Fire Fundraiser.

APPROVAL OF THE AGENDA AS PRESENTED

Mayor Swanson asked for the Approval of the Agenda as Presented.

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

MOTION carried 5-0, by the following vote:

YEA: Benoit, Moore, Morabito, Mayor Pro Tem Nigg, Mayor Swanson

NAY: None

ABSTAIN: None

RECUSE: None

ABSENT: None

1.0 CONSENT CALENDAR

A MOTION was made by Councilmember Benoit, seconded by Mayor Pro Tem Nigg to approve the consent calendar.

MOTION carried 5-0, by the following vote:

YEA: Benoit, Moore, Morabito, Mayor Pro Tem Nigg, Mayor Swanson

NAY: None

ABSTAIN: None

RECUSE: None

ABSENT: None

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances on this agenda.

1.2 Minutes – September 11, 2019 Regular Meeting

Approved the Minutes as presented.

1.3 Warrant and Payroll Registers

Approved the following:

For Fiscal Year 2018-2019

1. Warrant Register dated 09-12-2019 in the amount of \$463.33;

For Fiscal Year 2019-2020

2. Warrant Register dated 09-05-2019 in the amount of \$51,978.36;
3. Warrant Register dated 09-12-2019 in the amount of \$41,661.70;
4. Warrant Register dated 09-19-2019 in the amount of \$413,850.54;
5. Wire Transfer Register dated 09-24-2019 in the amount of \$444,699.89;
6. Warrant Register dated 09-26-2019 in the amount of \$437,429.75;
7. Payroll Register dated 10-01-2019 in the amount of \$99,759.58.

1.4 Treasurer's Report

Approved the Treasurer's Report for August 2019.

1.5 2nd Reading of Ordinance No. 172 – Tobacco Code Amendment

Adopted an Ordinance entitled:

ORDINANCE NO. 172

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION IN ACCORDANCE WITH SECTIONS 15060(C)(2), 15060(C)(3) AND 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING ZONING ORDINANCE AMENDMENT NO. 19-01 TO AMEND CHAPTER 5.64, CHAPTER 17.72 AND CHAPTER 17.76 OF THE WILDOMAR MUNICIPAL CODE RELATED TO TOBACCO RETAILING BUSINESSES, HOOKAH LOUNGES, AND VAPOR LOUNGES

1.6 Conflict of Interest Code Amendment

Adopted a Resolution entitled:

RESOLUTION NO. 2019 - 68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, UPDATING THE CITY'S CURRENT CONFLICT OF INTEREST CODE SET FORTH BY THE CALIFORNIA STATE FAIR

POLITICAL PRACTICES COMMISSION FOR ELECTED OFFICIALS,
BOARD AND COMMISSION MEMBERS AND EMPLOYEES OF THE
CITY OF WILDOMAR

1.7 Third Amendment to Right of Way Acquisition and Relocation Services Agreement with Property Specialists, Inc. (dba CPSI) for the Bundy Canyon Road Project

Authorized the City Manager to execute the Third Amendment to the Right of Way Acquisition and Relocation Services Agreement with CPSI for the Bundy Canyon Road Improvement Project.

1.8 Annexation No. 17 into Community Facilities District No. 2013-1 (Services) for KB Home Coastal, Inc. (TR 32024)

Adopted a Resolution entitled:

RESOLUTION NO. 2019 - 64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 17) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

2.0 PUBLIC HEARINGS

There were no items scheduled.

3.0 GENERAL BUSINESS

3.1 Oak Springs Ranch General Plan Initiation Proposal (GPIP 19-0122)

Acting City Clerk Morales read the title.

Planning Director Bassi presented the staff report.

Applicant provided public comment.

A MOTION was made by Mayor Swanson seconded by Councilmember Benoit to authorize the applicant to initiate and proceed with the proposed Oak Springs Ranch General Plan Initiation Proposal (GPIP 19-0122) should the applicant wish to continue.

MOTION carried 5-0, by the following vote:

YEA: Benoit, Moore, Morabito, Mayor Pro Tem Nigg, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: None

3.2 Arturo Luna General Plan Initiation Proposal (GPIP 19-0117)

Acting City Clerk Morales read the title.

Planning Director Bassi presented the staff report.

Applicant provided public comment.

A MOTION was made by Mayor Swanson seconded by Councilmember Morabito to authorize the applicant to initiate and proceed with the proposed Arturo Luna Initiation Proposal (GPIP 19-0117) should the applicant wish to continue.

MOTION carried 5-0, by the following vote:

YEA: Benoit, Moore, Morabito, Mayor Pro Tem Nigg, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: None

3.3 FY 2019-20 First Quarter Budget Report

Acting City Clerk read the title.

Administrative Services Director Riley presented the staff report.

A MOTION was made by Councilmember Benoit, seconded by Mayor Pro Tem Nigg to approve the Fiscal Year 2019-20 First Quarter Report, and adopt a Resolution entitled:

RESOLUTION NO. 2019 - 69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2019-20
BUDGETED REVENUES AND EXPENSES.

3.4 Award of Construction Contract – Installation of Park Shade Structures at Wildomar Parks Project, CIP 053

Acting City Clerk read the title.

Assistant City Manager York presented the staff report.

Monty Goddard, resident, provided public comment.

Tim Klotz, resident, provided public comment.

A MOTION was made by Councilmember Benoit, seconded by Councilmember Moore to:

1. Waive any irregularities that may exist in the Micon Construction Inc. submitted bid proposal as minor and not providing any economic advantage to the bidder.
2. Authorize the City Manager to execute a construction contract for the base bid item (Marna O'Brien Park) and included additive bid item (Windsong Park), with Micon Construction Inc. in the amount of \$71,495.00 for construction of the Installation of Park Shade Structures at Wildomar Parks Project (CIP 053).
3. Authorize the City Engineer to approve change orders not to exceed 10% of the contract amount for project changes including, but not limited to, unforeseen conditions or necessary design changes.
4. Approve the direct purchase of shade sail structure equipment from Landscape Structures Inc. for Marna O'Brien Park and Windsong Park in the amount of \$72,450.91.
5. Appropriate an additional \$100,000 to CIP 053.

MOTION carried 5-0, by the following vote:

YEA: Benoit, Moore, Morabito, Mayor Pro Tem Nigg, Mayor Swanson

NAY: None

ABSTAIN: None

RECUSE: None

ABSENT: None

3.5 Santa Rosa Plateau Nature Education Foundation (SRPNEF) Special Event Memorandum of Understanding (MOU)

Acting City Clerk Morales read the title.

Parks and Community Services Manager Torres presented the staff report.

Ginger Greaves from the Santa Rosa Plateau Nature Education Foundation provided public comment.

A MOTION was made by Councilmember Benoit, seconded by Mayor Pro Tem Nigg to authorize the City Manager to sign the MOU with SRPNEF.

MOTION carried 5-0, by the following vote:

YEA: Benoit, Moore, Morabito, Mayor Pro Tem Nigg, Mayor Swanson

NAY: None

ABSTAIN: None

RECUSE: None

ABSENT: None

3.6 2020 Parks and Community Services Special Event Dates

Acting City Clerk Morales read the title.

Parks and Community Services Manager Torres presented the staff report.

A MOTION was made by Councilmember Moore, seconded by Councilmember Morabito to approve the Parks and Community Services special events calendar through 2020.

MOTION carried 5-0, by the following vote:

YEA: Benoit, Moore, Morabito, Mayor Pro Tem Nigg, Mayor Swanson

NAY: None

ABSTAIN: None

RECUSE: None

ABSENT: None

3.7 Resolution to Change the Name of Wildomar Road to Old Wildomar Road.

Acting City Clerk read the title.

City Manager Nordquist presented the staff report.

Monty Goddard, resident, provided public comment.

Kenneth Mayes, resident, provided public comment in opposition of the item.

A MOTION was made by Councilmember Benoit seconded by Councilmember Moore to table the item to November.

MOTION carried 5-0, by the following vote:

YEA: Benoit, Moore, Morabito, Mayor Pro Tem Nigg, Mayor Swanson

NAY: None

ABSTAIN: None

RECUSE: None

ABSENT: None

3.8 Business Registration Program Ordinance Amendment

Acting City Clerk read the title.

Administrative Services Director James presented the staff report.

Kenneth Mayes, resident, provided public comment.

A MOTION was made by Councilmember Moore, seconded by Councilmember Benoit to approve the first reading of an Ordinance entitled:

ORDINANCE NO. 173
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AMENDING SECTIONS 5.68.040 AND
5.68.100 OF THE MUNICIPAL CODE PERTAINING TO THE CITY
BUSINESS REGISTRATION PROGRAM.

MOTION carried 4-1, by the following vote:

YEA: Benoit, Moore, Mayor Pro Tem Nigg, Mayor Swanson
NAY: Morabito
ABSTAIN: None
RECUSE: None
ABSENT: None

A MOTION was made by Councilmember Moore, seconded by Mayor Pro Tem Nigg to approve a resolution entitled:

RESOLUTION NO. 2019 - 71
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, ADOPTING BUSINESS REGISTRATION
FEES

MOTION carried 4-1, by the following vote:

YEA: Benoit, Moore, Mayor Pro Tem Nigg, Mayor Swanson
NAY: Morabito
ABSTAIN: None
RECUSE: None
ABSENT: None

COUNCIL COMMUNICATIONS

The City Council Members spoke regarding the various committees, commissions, and boards that they serve on locally and regionally and community events, including:

1. Community events
2. Regional events
3. Chamber of Commerce
4. Riverside Conservation Authority (RCA)
5. Riverside Transit Agency (RTA)
6. Riverside County Transportation Commission (RCTC)
7. League of California Cities
8. Southern California Association of Governments (SCAG)
9. Riverside County Habitat Conservation Agency (RCHCA)
10. Western Riverside Council of Governments (WRCOG)
11. South Coast Air Quality Management District (SCAQMD)
12. Ad Hoc & Subcommittees

CITY MANAGER REPORT

City Manager Nordquist presented the report.

FUTURE AGENDA ITEMS

Community Cleanup Event – passed by consensus

Events from recognized non-profits – passed by consensus

Public work study on Cannabis ordinance – failed by consensus

Earth Day Event or Proclamation- passed by consensus

ADJOURN THE CITY COUNCIL

There being no further business, Mayor Swanson declared the meeting adjourned at 9:17 p.m.

Submitted by:

Approved by:

Janet Morales
Acting City Clerk

Marsha Swanson
Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item #1.3
CONSENT CALENDAR
Meeting Date: November 13, 2019

TO: Mayor and City Council Members
FROM: Robert Howell, Finance Manager
SUBJECT: Warrant and Payroll Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated 10-03-2019 in the amount of \$131,979.25;
2. Warrant Register dated 10-10-2019 in the amount of \$272,128.16;
3. Warrant Register dated 10-15-2019 in the amount of \$6,571.60;
4. Warrant Register dated 10-17-2019 in the amount of \$507,879.84;
5. Warrant Register dated 10-24-2019 in the amount of \$95,892.56;
6. Electronic Payment Register dated 10-28-2019 in the amount of \$135,651.76;
7. Electronic Payment Register dated 10-28-2019 in the amount of \$372,070.27;
8. Warrant Register dated 10-31-2019 in the amount of \$182,251.79;
9. Payroll Register dated 11-01-2019 in the amount of \$99,759.58;
10. Electronic Payment Register dated 11-05-2019 in the amount of \$70,358.39.

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, Wire Transfer and Payroll Registers will have a budgetary impact in the amount and fiscal year noted in the recommendation section of this report. These costs are included in the Fiscal Year 2019/20 Budget.

Submitted by:
Robert Howell
Finance Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Voucher List 10/03/2019
Voucher List 10/10/2019
Voucher List 10/15/2019
Voucher List 10/17/2019
Voucher List 10/24/2019

Voucher List 10/28/2019 (2)
Voucher List 10/31/2019
Payroll Register 11/01/2019
Voucher List 11/05/2019

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211343	10/3/2019	000080 BURKE, WILLIAMS AND SORENSON,, LLF	244943		AUGUST 2019 LEGAL FEES	47,592.02
					Total :	47,592.02
211344	10/3/2019	000002 CRYSTAL CLEAN MAINTENANCE	903H		SEPT 2019 JANITORIAL SERVICES - CITY HAL	1,998.00
					Total :	1,998.00
211345	10/3/2019	001429 DANIEL PEST CONTROL	19-2130		9/17/19 BEE REMOVAL - WINDSONG PARK	150.00
					Total :	150.00
211346	10/3/2019	000012 ELSINORE VALLEY MUNICIPAL, WATER C	10041828		08/16/19-09/15/19 WATER ZONE 42 LOC 01 M	508.71
			10042079		08/16/19-09/15/19 WATER ZONE 42 LOC 03 M	166.55
			10042081		08/16/19-09/15/19 WATER ZONE 42 LOC 02 M	346.38
			10044749		08/19/19-09/17/19 WATER ZONE 3 LOC 23 M1	360.62
			10044956		08/19/19-09/17/19 WATER ZONE 30 LOC 2	74.28
			10044995		08/19/19-09/17/19 WATER ZONE 3 LOC 49 M1	68.18
			10045249		08/19/19-09/17/19 WATER ZONE 51 LOC 1	133.90
			10045414		08/19/19-09/17/19 WATER BASEBALL FIELD	766.02
			10045454		08/19/19-09/17/19 WATER WINDSONG PARK	1,388.92
			10045963		08/19/19-09/17/19 WATER ZONE 3 LOC 29 M1	575.74
			10046041		08/19/19-09/17/19 WATER ZONE 3 LOC 29 M2	276.48
			10046044		08/19/19-09/17/19 WATER ZONE 30 LOC 1	251.18
			10046143		08/19/19-09/17/19 WATER ZONE 3 LOC 42 &	193.80
			10046539		08/19/19-09/17/19 WATER 22450 1/2 CERVER	163.78
			10046779		08/19/19-09/17/19 WATER 22450 CERVERA	194.71
			10047872		08/19/19-09/17/19 WATER ZONE 62 - 22933	141.38
			10047959		08/19/19-09/17/19 WATER ZONE 67 - ARNNET	89.56
			10048521		08/21/19-09/19/19 WATER ZONE 3 LOC 35 M1	259.17
					Total :	5,959.36

10/03/2019 11:19:07AM

Bank code : wf						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211347	10/3/2019	000941 FRONTIER	92219		09/22/19-10/21/19 FIOS INTERNET CHARGES	175.98
					Total :	175.98
211348	10/3/2019	001153 INTELLI-TECH	14513	0000229	ESET ENDPOINT PROTECTION STANDARD CLOUD	345.00
					Total :	345.00
211349	10/3/2019	000609 MORROW PLUMBING	96849		TOILET REPAIR - MARNA OBRIEN WO96849	142.50
					Total :	142.50
211350	10/3/2019	000042 PV MAINTENANCE, INC.	005-222		SEPT 2019 CITYWIDE MAINTENANCE CONTRACTU	57,451.80
					Total :	57,451.80
211351	10/3/2019	000461 QUALITY CODE PUBLISHING LLC	2019-343		SUPPLEMENT SVC TO MUNICIPAL CODE	3,480.25
					Total :	3,480.25
211352	10/3/2019	000186 RIGHTWAY	253519		09/19/19-10/16/19 RENT - WINDSONG PARK	175.25
					Total :	175.25
211353	10/3/2019	001071 SHRED-IT USA	8128205210		SEPT 2019 PICK-UP CONTRACTUAL SHREDDING	147.49
					Total :	147.49
211354	10/3/2019	001306 SOCIAL WORK ACTION GROUP	9302019		SEPT 2019 CONTRACTUAL SERVICE	5,760.00
					Total :	5,760.00
211355	10/3/2019	000790 SPARKLETTS	92119		DRINKING WATER THROUGH 9/21/19 - CITY HA	48.56
			92219		DRINKING WATER THROUGH 9/22/19 - CITY HA	63.51
					Total :	112.07
211356	10/3/2019	001021 SPICER CONSULTING GROUP	460		FY 19/20 ANNUAL ADMIN LLMD89-1-C/CSA 22,	2,583.33
					Total :	2,583.33
211357	10/3/2019	001352 T. MAUS GRADING & PAVING INC.	19155-02		LOADING ZONE STRIPING - MARNA OBRIEN	600.00
			19155-03	0000231	ADA RAMP @ 34915 MISSION TRAIL	4,875.00
					Total :	5,475.00

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Voucher List
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211358	10/3/2019	000437 VERIZON WIRELESS	9838608844		09/23/19-10/22/19 DATA INTERNET	355.18
			9838608845		09/23/19-10/22/19 DATA INTERNET	76.02
Total :						431.20

16 Vouchers for bank code : wf

Bank total : 131,979.25

16 Vouchers in this report

Total vouchers : 131,979.25

Voucher List
City of Wildomar

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10/10/2019 11:14:43AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211368	10/10/2019	000033 AMERICAN FORENSIC NURSES	72520		BLOOD DRAW (2)	110.00
Total :						110.00
211369	10/10/2019	001002 ARCHITERRA DESIGN GROUP	26234		08/25/19-09/24/19 SITE INSPECTION	130.80
			26235		08/25/19-09/24/19 PLAN CHECK - 4TH PC	187.50
			26236		08/25/19-09/24/19 SITE INSP/MEET PREP/OB	835.70
			26237		08/25/19-09/24/19 PLAN CHECK 2ND PRELIM	962.01
			26238		08/25/19-09/24/19 PLAN CHECK 1ST PC COOR	250.00
			26239		08/25/19-09/24/19 PLAN CHECK 2ND PRELIM	649.51
Total :						3,015.52
211370	10/10/2019	000554 AT & T	92819		TELEPHONE LONG DIST P/E 9/28/19	42.12
Total :						42.12
211371	10/10/2019	001468 BANKS, ARRIN	100319		PLANNING COMMISSION MEETING 10/02/19	75.00
			91919		PLANNING COMMISSION MEETING 9/18/19	75.00
Total :						150.00
211372	10/10/2019	001419 BERNARD, BRIANNA	100319		PLANNING COMMISSION MEETING 10/02/19	75.00
			91919		PLANNING COMMISSION MEETING 9/18/19	75.00
Total :						150.00
211373	10/10/2019	000034 BIO-TOX LABORATORIES	38628		RC SHERIFF - LAB SERVICES	320.00
			38684		RC SHERIFF - LAB SERVICES	46.00
Total :						366.00
211374	10/10/2019	000081 CALIFORNIA BUILDING STANDARDS, COI	100419		JULY 2019-SEPT 2019 CA BLDG STANDARDS AD	231.30
Total :						231.30
211375	10/10/2019	000367 CINTAS CORPORATION	5014910139		NON-DEPT FIRST AID & SAFETY #201/#207	201.62
Total :						201.62
211376	10/10/2019	000785 CORELOGIC SOLUTIONS, LLC	81983707		SEPT 2019 CODE ENFORCEMENT SOFTWARE	150.00
Total :						150.00

Voucher List
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211377	10/10/2019	000035 COUNTY OF RIVERSIDE, TLMA	TL0000014915 TL0000014915CR		AUGUST 2019 SLF COSTS FY19-20 CREDIT JULY 2019 SLF COSTS FY 19-20 RATE	2,094.29 -72.47
Total :						2,021.82
211378	10/10/2019	000082 DEPARTMENT OF CONSERVATION, DIVIS	100419		JULY 2019 - SEPT 2019 SMIP FEES	379.01
Total :						379.01
211379	10/10/2019	000058 DEPARTMENT OF JUSTICE	405462		AUGUST 2019 POLICE BLOOD ALCOHOL ANALYSI	105.00
Total :						105.00
211380	10/10/2019	001343 FILAR, ERIC	100319 91919		PLANNING COMMISSION MEETING 10/02/19 PLANNING COMMISSION MEETING 9/18/19	75.00 75.00
Total :						150.00
211381	10/10/2019	001222 FOBRO CONSULTING LLC	87		09/21/19-10/04/19 ACCTING CONTRACTUAL SV	4,706.82
Total :						4,706.82
211382	10/10/2019	001450 FRANCHISE TAX BOARD	101019		WITHHOLDING ORDER - S STANTON	175.00
Total :						175.00
211383	10/10/2019	000685 GREAT AMERICA FINANCIAL SERVIC	25618928		CANON COLOR COPIER SYST. #25-1249376	214.24
Total :						214.24
211384	10/10/2019	000499 INLAND EMPIRE LANDSCAPE INC	32549		SEPT 2019 LANDSCAPE MAINTENANCE	8,160.72
Total :						8,160.72
211385	10/10/2019	000072 INTERWEST CONSULTING GROUP	53348		AUGUST 2019 CONTRACTUAL SVC	190,064.27
Total :						190,064.27
211386	10/10/2019	000879 LLOYD, JOHN	100319 91919		PLANNING COMMISSION MEETING 10/02/19 PLANNING COMMISSION MEETING 9/18/19	75.00 75.00
Total :						150.00
211387	10/10/2019	001046 MUNICIPAL CONSULTING SERVICES, LLC	100319		09/21/19-10/04/19 - INTERIM FINANCE DIRE	4,927.50
Total :						4,927.50
211388	10/10/2019	001469 NGUYEN & LE, LLC	100719		SETTLEMENT PAYMENT 21545 PALOMAR ST	7,200.00

Voucher List
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211388	10/10/2019	001469 001469 NGUYEN & LE, LLC	(Continued)			Total : 7,200.00
211389	10/10/2019	000005 PARSAC	19-291		ANNUAL POLLUTION PROGRAM CONTRIBUTION FY	66.00
					Total :	66.00
211390	10/10/2019	001244 PLATINUM BUSINESS SOLUTIONS, LLC	101019 1033		WITHHOLDING ORDER - S STANTON 09/21/19-10/05/19 ACCOUNTING CONTRACTUAL	-175.00 4,647.50
					Total :	4,472.50
211391	10/10/2019	000051 RCHCA	100919		SEPT 2019 KANGAROO RAT FEE	250.00
					Total :	250.00
211392	10/10/2019	001241 SIEMENS MOBILITY, INC.	5610188246 5620025862		AUGUST 2019 TRAFFIC SIGNAL MAINTENANCE AUGUST 2019 TRAFFIC SIGNAL RESPONSE CALL	1,494.50 2,986.50
					Total :	4,481.00
211393	10/10/2019	001470 SNOUBAR, MUATH	100719		SETTLEMENT PAYMENT 21545 PALOMAR ST	28,000.00
					Total :	28,000.00
211394	10/10/2019	000995 STRONG, KIM	100319 91919		PLANNING COMMISSION MEETING 10/02/19 PLANNING COMMISSION MEETING 9/18/19	75.00 75.00
					Total :	150.00
211395	10/10/2019	000918 TKE ENGINEERING INC	2019-705 2019-706 2019-707 2019-708 2019-709 2019-711 2019-712 2019-713 2019-714 2019-715 2019-723		08/04/19-08/31/19 CONTRACTUAL SVC 08/04/19-08/31/19 CONTRACTUAL SVC 08/04/19-08/31/19 CONTRACTUAL SVC 08/04/19-08/31/19 CONTRACTUAL SVC 08/04/19-08/31/19 CONTRACTUAL SVC 06/01/19-08/31/19 CONTRACTUAL SVC 06/01/19-08/31/19 CONTRACTUAL SVC 08/04/19-08/31/19 CONTRACTUAL SVC 08/04/19-08/31/19 CONTRACTUAL SVC 08/04/19-08/31/19 CONTRACTUAL SVC 08/04/19-08/31/19 CONTRACTUAL SVC	398.00 297.17 735.09 593.00 130.00 502.50 370.00 345.09 304.20 1,871.17 491.50
					Total :	6,037.72

Voucher List
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211396	10/10/2019	000055 WRCOG	432		FY 19/20 CLEAN CITIES COALITION DUES	6,000.00
Total :						6,000.00
29 Vouchers for bank code : wf						Bank total : 272,128.16
29 Vouchers in this report						Total vouchers : 272,128.16

Voucher List
City of Wildomar

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10/15/2019 1:44:40PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211398	10/15/2019	000006 WELLS FARGO PAYMENT REMITTANCE, (	370089275		ADMIN OFFICE SUPPLIES	110.52
			373019578		ADMIN, BLDG, NON-DEPT OFFICE SUPPLIES	246.31
			379255200		ADMIN, BLDG, NON-DEPT OFFICE SUPPLIES	615.87
			63		ADMIN OFFICE SUPPLIES	100.00
			82319CM		CREDIT: ADMIN OFFICE SUPPLIES	-30.44
			91719		NON-DEPT OFFICE SUPPLIES	39.04
Total :						1,081.30
211399	10/15/2019	000006 WELLS FARGO PAYMENT REMITTANCE, (	82919		ICMA MANAGEMENT ASSESSMENT	75.00
			90319		NON-DEPT SOFTWARE SUBSCRIPTION	14.99
			91919		CITY MANAGER CONFERENCE 2020	775.00
Total :						864.99
211400	10/15/2019	000006 WELLS FARGO PAYMENT REMITTANCE, (	20-27335263		TRAINING - GARCIA	99.00
			307210-1977		APA ANNUAL DUES - GARCIA	413.00
			5095		APA CONFERENCE LUNCH	35.35
			61		APA CONFERENCE - LUNCH	24.00
			705/K1RO		APA CONFERENCE - HOTEL	630.55
			91519		APA CONFERENCE - DINNER	37.42
			91619		APA CONFERENCE - DINNER	59.79
			91719		APA CONFERENCE - DINNER	38.77
Total :						1,337.88
211401	10/15/2019	000006 WELLS FARGO PAYMENT REMITTANCE, (	101339		VIDEO HOSTING SOFTWARE	250.00
			2858		EWDC LUNCH	40.00
			90319		WOMEN'S CONFERENCE - K DAVIDSON	60.00
			90419		MISAC MEMBERSHIP RENEWAL - T RONEY	130.00
			90419		ANIMAL FRIENDS EVENT	375.00
			91019		HERO'S WITH HEARTS EVENT	450.00
			91719		CITY OF SAN JACINTO STATE OF THE CITY	148.11
Total :						1,453.11
211402	10/15/2019	000006 WELLS FARGO PAYMENT REMITTANCE, (	776206105859		PLANNING DEPT OVER-NIGHT PKGE	122.14
			ODPSZ2		AIRFARE CALPERS CONFERENCE - S STANTON	266.96
			UVV7II		AIRFARE GOLDEN STATE RISK MGMT - CEMETER	174.97

Voucher List
City of Wildomar

Page: 2

10/15/2019 1:44:40PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211402	10/15/2019	000006	000006 WELLS FARGO PAYMENT REMITTANCE, (Continued)			Total : 564.07
211403	10/15/2019	000006	WELLS FARGO PAYMENT REMITTANCE, (82719		FIRE STATION EXPENSES	253.01
			82919		FIRE STATION EXPENSES	142.72
					Total :	395.73
211404	10/15/2019	000006	WELLS FARGO PAYMENT REMITTANCE, (91219		FIRE STATION EXPENSES	188.66
			91619		FIRE STATION EXPENSES	6.51
					Total :	195.17
211405	10/15/2019	000006	WELLS FARGO PAYMENT REMITTANCE, (100456		CEMETERY EQUIPMENT FUEL	63.94
			6595		CEMETERY DEPT SUPPLIES	38.79
			7038		PEST CONTROL - BASEBALL FIELD	105.00
			81554		CEMETERY EQUIPMENT FUEL	62.13
			90919		REPAIR PLANTS FOR BASEBALL FIELD @	72.37
					MARNA	
			91219B		REPAIR SUPPLIES FOR MARNA OBRIEN	19.72
			UXJQE8		CONFERENCE AIRFARE - D TORRES	174.97
					Total :	536.92
211406	10/15/2019	000006	WELLS FARGO PAYMENT REMITTANCE, (19941540		STOCK PHOTOS - DEPT SUPPLIES	68.99
			5		RIVERSIDE COUNTY EDA MEETING -	4.00
					PARKING	
			82819		ECONOMIC DEVELOPMENT OFFICE	16.94
					SUPPLIES	
			CT7E		LUNCH MEETING W/20 BROKERS,	52.50
					DEVELOPERS	
					Total :	142.43
9 Vouchers for bank code : wf						Bank total : 6,571.60
9 Vouchers in this report						Total vouchers : 6,571.60

Voucher List
City of Wildomar

Page: **1**

10/17/2019 11:38:27AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211407	10/17/2019	001468 BANKS, ARRIN	101519		PLANNING COMMISSION MEETING 10/08/19	75.00
					Total :	75.00
211408	10/17/2019	001419 BERNARD, BRIANNA	101519		PLANNING COMMISSION MEETING 10/08/19	75.00
					Total :	75.00
211409	10/17/2019	001309 BOWEN, CHRISTY LYNN	101419		MILEAGE REIMBURSEMENT - PARKS	6.04
					Total :	6.04
211410	10/17/2019	001180 CPSI	1581		SEPT 2019 PROF SVCS - BUNDY CYN WIDENING	4,337.68
					Total :	4,337.68
211411	10/17/2019	000011 CR&R INC.	318031		09/07/19, 09/20/19, 09/25/19 DUMP 40 YD	1,708.41
			318061		10/01/19 4YD BOX - BASEBALL FIELD	142.58
			318132		10/01/19 3YD BOX - FIRE STATION #61	142.58
					Total :	1,993.57
211412	10/17/2019	000011 CR&R INC.	2127		09/01/19-09/30/19 STREET SWEEPER / BIKE	455.86
					Total :	455.86
211413	10/17/2019	000002 CRYSTAL CLEAN MAINTENANCE	1003H		OCT 2019 JANITORIAL SERVICE - CITY HALL	1,998.00
					Total :	1,998.00
211414	10/17/2019	001043 DIVISION OF THE STATE, ARCHITECT	101519		JULY-SEPT 2019 DISABILITY ACCESS & EDUCA	74.40
					Total :	74.40
211415	10/17/2019	001184 DYLAN DIXON TREE SERVICES	1387	0000232	WINDSONG PARK SHRUB TRIMMING/CLEAN-UP &	2,500.00
					Total :	2,500.00
211416	10/17/2019	000022 EDISON	100219A		09/01/19-10/01/19 ELECTRIC - CSA 103	42.20
			100219B		09/01/19-10/01/19 ELECTRIC - WILDOMAR CI	175.39
			100219C		09/01/19-10/01/19 ELECTRIC - CFD 2013-1	67.46
			90419A		08/01/19-09/01/19 ELECTRIC - CSA 103	41.90
			90419B		08/01/19-09/01/19 ELECTRIC - WILDOMAR CI	174.17

Voucher List
City of Wildomar

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10/17/2019 11:38:27AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211416	10/17/2019	000022 EDISON	(Continued)			
			90419C		08/01/19-09/01/19 ELECTRIC - CFD 2013-1	66.99
			92519		07/29/19-09/20/19 ELECTRIC	579.97
			92719A		08/27/19-09/26/19 ELECTRIC - BASEBALL FI	66.06
			92719B		08/27/19-09/26/19 ELECTRIC - 21400 PALOM	189.55
					Total :	1,403.69
211417	10/17/2019	001343 FILAR, ERIC	101519		PLANNING COMMISSION MEETING 10/08/19	75.00
					Total :	75.00
211418	10/17/2019	000941 FRONTIER	100119A		10/01/19-10/31/19 OFFICE TELEPHONE	391.25
			100119B		CHARG	
			100719		10/01/19-10/31/19 TELEPHONE CHARGES	52.20
					10/07/19-11/06/19 TELEPHONE CHARGES	52.20
					Total :	495.65
211419	10/17/2019	000685 GREAT AMERICA FINANCIAL SERVIC	25662325		CANON COLOR COPIER SYST. #13-1228588	214.24
			25695622		CANON COLOR COPIER SYST.	359.97
					#008-1472515	
					Total :	574.21
211420	10/17/2019	000016 INNOVATIVE DOCUMENT SOLUTIONS	211266		09/01/19-09/30/19 CONTRACT COPIER SVC	1,408.11
					MA	
					Total :	1,408.11
211421	10/17/2019	000879 LLOYD, JOHN	101519		PLANNING COMMISSION MEETING 10/08/19	75.00
					Total :	75.00
211422	10/17/2019	001357 M & J PAUL ENTERPRISES INC	102619COW		TRUNK OR TREAT 2019 - MARNA OBRIEN	1,495.00
					Total :	1,495.00
211423	10/17/2019	001212 O'DONNELL ELECTRIC	1213		CONTRACTUAL SVC ELEC - MARNA	604.00
					OBRIEN	
					Total :	604.00
211424	10/17/2019	000018 ONTRAC	8982789		PROJECT RELATED SHIPPING COSTS	27.51
					Total :	27.51
211425	10/17/2019	001005 PEOPLEREADY INC	25146671		CONTRACTUAL SVC - MARIACHI NIGHT -	242.00
					LABOR	

Voucher List
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211425	10/17/2019	001005 001005 PEOPLEREADY INC	(Continued)			Total : 242.00
211426	10/17/2019	000185 PITNEY BOWES	100619		POSTAGE METER REFILL 09/11/19	503.50
					Total :	503.50
211427	10/17/2019	000042 PV MAINTENANCE, INC.	005-221CORRECT		CITYWIDE MAINTENANCE CONTRACTUAL SVC - A	11,000.00
					Total :	11,000.00
211428	10/17/2019	000606 RING CENTRAL	59197		DIGITAL LINE UNLIMITED (PRORATED)	289.23
					Total :	289.23
211429	10/17/2019	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000036094		CONTRACT LAW ENFORCEMENT THROUGH 8/14/19	355,899.81
					Total :	355,899.81
211430	10/17/2019	000820 RIVERSIDE TRANSIT AGENCY	81440		RTA BUS PASSES	370.00
					Total :	370.00
211431	10/17/2019	001393 SOCALGAS	101019		09/09/19-10/08/19 GAS - FIRE DEPT 32637	36.86
					Total :	36.86
211432	10/17/2019	001021 SPICER CONSULTING GROUP	470		CFD 2013-1 ANNEXATION #17 50% COMPLETE	5,000.00
			474		FY 19/20 GIS MAPPING LLMD89-1-C/CSA 22,	1,640.00
					Total :	6,640.00
211433	10/17/2019	000995 STRONG, KIM	101519		PLANNING COMMISSION MEETING 10/08/19	75.00
					Total :	75.00
211434	10/17/2019	000378 TEMECULA VALLEY PIPE & SUPPLY	594375		DEPARTMENTAL SUPPLIES - REGENCY HERITAGE	336.99
					Total :	336.99
211435	10/17/2019	000215 THE PRESS-ENTERPRISE	11302139		PUBLIC NOTICE - RFP JANITORIAL	336.00
			11302141		PUBLIC NOTICE - RFP SECURITY	352.80
			11307853		PUBLIC NOTICE - ORDINANCE 169	321.20
			11312966		PUBLIC NOTICE - CEQA DETERMINATION	149.60
			11316561		PUBLIC NOTICE - ORDINANCE 171	2,213.20
			11316569		PUBLIC NOTICE - ORDINANCE 170	475.20

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211435	10/17/2019	000215 000215 THE PRESS-ENTERPRISE	(Continued)			
					Total :	3,848.00
211436	10/17/2019	000564 WASTE MANAGEMENT	101619		FY 18/19 ACCRUAL DELQ. TRASH TAX ROLL	116,439.79
			101619CR		LI	
					FRANCHISE FEE 8% CALCULATION	-9,315.18
					Total :	107,124.61
211437	10/17/2019	000055 WRCOG	448		FY 19/20 AB 939 DUES/ SOLID WASTE	3,840.12
					COOPER	
					Total :	3,840.12
31 Vouchers for bank code : wf						Bank total : 507,879.84
31 Vouchers in this report						Total vouchers : 507,879.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211446	10/24/2019	000312 ADAME LANDSCAPE, INC.	81010		OCT 2019 MTHLY LANDSCAPE MAINT CSA 103/C	250.00
Total :						250.00
211447	10/24/2019	000033 AMERICAN FORENSIC NURSES	72590		BLOOD DRAW (2)	110.00
			72614		BLOOD DRAW (1)	55.00
Total :						165.00
211448	10/24/2019	000008 AT&T MOBILITY	X10202019		10/13/19-11/12/19 COUNCIL MOBILE PHONE	57.10
Total :						57.10
211449	10/24/2019	001437 CENTER AGAINST SEXUAL ASSAULT	341		POLICE DEPT - SA EXAM 8/16/19 CASE #WI19	1,200.00
			350		POLICE DEPT - SA EXAM 8/22/19 CASE #WI19	800.00
Total :						2,000.00
211450	10/24/2019	001482 CHAVEZ SR, ARTHUR	101419		RELOCATION RIGHT OF ENTRY - 34002 WALNUT	1,325.00
Total :						1,325.00
211451	10/24/2019	000992 CHERISHED MEMORIES PHOTOGRAPHY	2357329		VIDEOGRAPHY & PHOTOGRAPHY SVC FY 18/19	6,900.00
Total :						6,900.00
211452	10/24/2019	000976 CITY OF LAKE ELSINORE	IN20-0146		AUG 2019 FUEL CHARGE - PD MOTOR 01	11.48
			IN20-0147		SEPT 2019 FUEL CHARGE - PD MOTOR 01	14.02
Total :						25.50
211453	10/24/2019	000145 CRIME SCENE STERI-CLEAN, LLC	40068		W192810004 MISSION TRL & BUNDY 10/8/19	750.00
Total :						750.00
211454	10/24/2019	001292 CRISP IMAGING	133510		MISSION TRAIL/SEDCO	22.84
			133542		GUARDRAIL REPAIR	21.53
Total :						44.37
211455	10/24/2019	001338 DEANZA TERMITE & PEST CONTROL, INC	505958B		PEST CONTROL	25.00
Total :						25.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211456	10/24/2019	000058 DEPARTMENT OF JUSTICE	405859		JUNE 2019 POLICE BLOOD ALCOHOL REBILL	35.00
			411915		SEPT 2019 POLICE BLOOD ALCOHOL ANALYSIS	70.00
					Total :	105.00
211457	10/24/2019	000054 DEPARTMENT OF TRANSPORTATION	SL200233		JULY 2019-SEPT 2019 SIGNALS & LIGHTING B	2,024.90
					Total :	2,024.90
211458	10/24/2019	000027 DIRECT TV	36794028011		10/12/19-11/11/19 CABLE SERVICE - CITY H	145.98
					Total :	145.98
211459	10/24/2019	001479 DISCOUNT HAULING AND CLEANUP, SEF	3123		CLEAN/Haul TRASH - HOMELESS CAMP - HIDDE	2,500.00
			3124		CLEAN/Haul TRASH - HOMELESS CAMP - IODIN	3,250.00
			3125		CLEAN/Haul TRASH - HOMELESS CAMP - CREEK	2,500.00
					Total :	8,250.00
211460	10/24/2019	000075 DOGGIE WALK BAGS, INC.	0081612-IN		DISPENSER BAGS	562.36
					Total :	562.36
211461	10/24/2019	001480 DULAK, MORGAN	102219		REFUND VENDOR FEE FOR MARIACHI NIGHT - T	20.00
					Total :	20.00
211462	10/24/2019	000022 EDISON	100219D		09/01/19-10/01/19 ELECTRIC CFD 2013-001	243.44
			100219E		09/01/19-10/01/19 ELECTRIC CFD 2013-001	206.77
			100219F		09/01/19-10/01/19 ELECTRIC CFD 2013-001	217.59
			100219G		09/01/19-10/01/19 ELECTRIC CFD 2013-001	49.76
			100519		09/01/19-10/01/19 ELECTRIC	8,008.22
			90419D		04/16/19-09/01/19 ELECTRIC CFD 2013-001	1,064.43
			90419E		06/03/19-09/01/19 ELECTRIC CFD 2013-001	547.62
			90419F		03/14/19-09/01/19 ELECTRIC CFD 2013-001	835.04
			90419G		01/22/19-09/01/19 ELECTRIC CFD 2013-001	330.84
			90619		04/04/19-09/01/19 ELECTRIC	38,322.06
					Total :	49,825.77

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211463	10/24/2019	001222 FOBRO CONSULTING LLC	88		10/05/19-10/18/19 ACCTING CONT SVCS & AI	4,743.96
Total :						4,743.96
211464	10/24/2019	001450 FRANCHISE TAX BOARD	102419		WITHHOLDING ORDER - S STANTON	175.00
Total :						175.00
211465	10/24/2019	001481 GLADWELL GOVERNMENTAL SERVICES, 4185			BASIC ELECTION ADVICE SUBSCRIPTION FY 19	250.00
Total :						250.00
211466	10/24/2019	000634 HEYDAY RECORDS AND EVENTS	102019		TRUNK OR TREAT 10/26/19	500.00
Total :						500.00
211467	10/24/2019	001483 HICKOK, JEFFREY H. & THERESA	101419		RELOCATION RIGHT OF ENTRY - 34004 AUTUMN	2,950.00
Total :						2,950.00
211468	10/24/2019	001376 MANUEL BUILDING PROFESSIONAL, MAI	0005SUPPLY	0000226	EXTENSION OF PARK CLEANING SVC TO 10/8/1	399.96
			0006SUPPLY	0000226	EXTENSION OF PARK CLEANING SVC TO 10/8/1	130.99
			0007	0000226	EXTENSION OF PARK CLEANING SVC TO 10/8/1	3,212.10
			0008	0000226	EXTENSION OF PARK CLEANING SVC TO 10/8/1	837.36
Total :						4,580.41
211469	10/24/2019	001046 MUNICIPAL CONSULTING SERVICES, LLC	101719		10/05/19-10/18/19 - INTERIM FINANCE DIRE	4,365.00
Total :						4,365.00
211470	10/24/2019	001262 PEST OPTIONS INC	335724		WEED CONTROL - BASEBALL FIELD & REGENCY	640.00
Total :						640.00
211471	10/24/2019	001244 PLATINUM BUSINESS SOLUTIONS, LLC	102419		WITHHOLDING ORDER - S STANTON	-175.00
			1034		10/06/19-10/18/19 ACCOUNTING CONTRACTUAL	4,400.00
Total :						4,225.00
211472	10/24/2019	000186 RIGHTWAY	254657		10/17/19-11/13/19 RENT - WINDSONG PARK	175.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211472	10/24/2019	000186 000186 RIGHTWAY			(Continued)	Total : 175.25
211473	10/24/2019	001258 SUNBELT RENTALS, INC.	95097040		BASEBALL FIELD EQUIPMENT RENTAL	455.40
					Total :	455.40
211474	10/24/2019	001466 TEMECULA MOTORSPORTS	210761	0000236	MOTOR DEPUTY - SUPPLIES/EQUIPMENT	356.56
					Total :	356.56
29 Vouchers for bank code : wf						Bank total : 95,892.56
29 Vouchers in this report						Total vouchers : 95,892.56

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
903191	9/3/2019	000006 WELLS FARGO PAYMENT REMITTANCE, (190903		SEPTEMBER 2019 FDGL BANK EQUIPMENT LEASE	44.59
Total :						44.59
904191	9/4/2019	001281 HEARTLAND PAYROLL SOLUTIONS	083019NETPAYROLL		NET PAYROLL FOR PPE 08/30/19	36,781.19
Total :						36,781.19
904192	9/4/2019	001281 HEARTLAND PAYROLL SOLUTIONS	083019PAYROLLTAXES		PAYROLL TAXES FOR PPE 08/30/19	12,249.49
Total :						12,249.49
904193	9/4/2019	001281 HEARTLAND PAYROLL SOLUTIONS	7913936		PAYROLL INVOICE FOR PPE 08/30/19	117.00
Total :						117.00
906191	9/6/2019	000028 CALPERS	15774004		SEPTEMBER 2019 MEDICAL INS PREMIUMS AND	16,476.10
Total :						16,476.10
906192	9/6/2019	000028 CALPERS	15774764		CEMETERY DISTRICT RETIREE INSURANCE PREM	361.38
Total :						361.38
906193	9/6/2019	000028 CALPERS	15780329		CEMETERY DISTRICT GASB 68 REPORT	350.00
Total :						350.00
918191	9/18/2019	001281 HEARTLAND PAYROLL SOLUTIONS	091319NETPAYROLL		NET PAYROLL FOR PPE 09/13/19	36,806.44
Total :						36,806.44
918192	9/18/2019	001281 HEARTLAND PAYROLL SOLUTIONS	091319PAYROLLTAXES		PAYROLL TAXES FOR PPE 09/13/19	12,226.14
Total :						12,226.14
918193	9/18/2019	001281 HEARTLAND PAYROLL SOLUTIONS	7913938		PAYROLL PROCESSING FEES FOR PPE 09/13/19	117.00
Total :						117.00
926191	9/26/2019	000028 CALPERS	083019CALPERS		RETIREMENT CONTRIBUTIONS FOR PPE 08/30/1	8,913.77
Total :						8,913.77
926192	9/26/2019	000028 CALPERS	091319 CALPERS		RETIREMENT CONTRIBUTIONS FOR PPE 09/13/1	8,928.09

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
926192	9/26/2019	000028 000028 CALPERS	(Continued)		Total :	8,928.09
926193	9/26/2019	000028 CALPERS	083119 CALPERS		AUGUST 2019 CITY COUNCIL RETIREMENT CONT	374.07
					Total :	374.07
927191	9/27/2019	001485 WEX BANK	60380335		ADMINISTRATIVE FEES FOR FUEL CARDS	10.00
			60900840		FUEL PURCHASES FOR 07-24-19 TO 08-23-19	119.37
			61401832		FUEL PURCHASES FOR 08-24-19 TO 09-23-19	302.80
					Total :	432.17
930191	9/30/2019	001281 HEARTLAND PAYROLL SOLUTIONS	093019CCPAYROLLNET		SEPTEMBER 2019 CITY COUNCIL NET PAYROLL	1,345.87
					Total :	1,345.87
930192	9/30/2019	001281 HEARTLAND PAYROLL SOLUTIONS	093019CCPAYROLLTAXES		PAYROLL TAXES FOR SEPTEMBER 2019 CITY CO	43.46
					Total :	43.46
930193	9/30/2019	001281 HEARTLAND PAYROLL SOLUTIONS	8311035		PAYROLL PROCESING FEES FOR SEPT 2019 CC	85.00
					Total :	85.00
17 Vouchers for bank code : wf						Bank total : 135,651.76
17 Vouchers in this report						Total vouchers : 135,651.76

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
48	10/3/2019	001484 THE L & P FAMILY TRUST	41		DEDICATION & RELINQUISHMENT OF PROPERTY	203,000.00
Total :						203,000.00
49	10/9/2019	001274 GOLDEN STATE ESCROW INC	19035ks		ESCROW CHARGES FOR APN 367-250-008-1	38,138.00
Total :						38,138.00
1001191	10/1/2019	000006 WELLS FARGO PAYMENT REMITTANCE, ('	191001		FDGL BANK EQUIPMENT LEASE FOR OCTOBER 20	44.59
Total :						44.59
1002191	10/2/2019	001281 HEARTLAND PAYROLL SOLUTIONS	092719NETPAYROLL		NET PAYROLL FOR PPE 09/27/19	37,116.98
Total :						37,116.98
1002192	10/2/2019	001281 HEARTLAND PAYROLL SOLUTIONS	092719PAYROLLTAXES		PAYROLL TAXES FOR PPE 09/27/19	12,383.12
Total :						12,383.12
1002193	10/2/2019	001281 HEARTLAND PAYROLL SOLUTIONS	7913938		PAYROLL PROCESSING FEES FOR PPE 09/27/19	117.00
Total :						117.00
1004191	10/4/2019	000028 CALPERS	15807123		OCTOBER 2019 MEDICAL INSURANCE PREMIUMS	15,215.44
Total :						15,215.44
1014192	10/4/2019	000028 CALPERS	15807379		OCTOBER 2019 CEMETERY DISTRICT RETIREE M	361.38
Total :						361.38
1016191	10/16/2019	001281 HEARTLAND PAYROLL SOLUTIONS	101119NETPAYROLL		NET PAYROLL FOR PPE 10/11/19	37,027.55
Total :						37,027.55
1016192	10/16/2019	001281 HEARTLAND PAYROLL SOLUTIONS	101119PAYROLLTAXES		PAYROLL TAXES DOR PPE 10/11/19	12,484.37
Total :						12,484.37
1016193	10/16/2019	001281 HEARTLAND PAYROLL SOLUTIONS	7913939		PAYROLL PROCESSING FEES FOR PPE 10/11/19	117.00
Total :						117.00

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1023191	10/23/2019	000028 CALPERS	092719CALPERS		RETIREMENT CONTRIBUTIONS FOR PPE 09/27/1	8,210.65
Total :						8,210.65
1023192	10/23/2019	000028 CALPERS	101119CALPERS		RETIREMENT CONTRIBUTIONS FOR PPE 10/11/1	7,854.19
Total :						7,854.19
13 Vouchers for bank code : wf						Bank total : 372,070.27
13 Vouchers in this report						Total vouchers : 372,070.27

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211475	10/31/2019	000088 ACE HARDWARE	304776/3		PLANNING DEPT SUPPLIES	6.81
					Total :	6.81
211476	10/31/2019	000031 AFLAC, REMITTANCE PROCESSING, CEN	758243		OCT 2019 MEDICAL INSURANCE BENEFIT	4,290.76
					Total :	4,290.76
211477	10/31/2019	000240 ALWAYS RELIABLE BACKFLOW	10219	0000243	INSTALL 1-INCH BACKFLOW DEVICE -32637 GR	1,267.00
					Total :	1,267.00
211478	10/31/2019	000760 ARMADA ADMINISTRATORS	129913		NOV 2019 PREMIUM	2,729.00
					Total :	2,729.00
211479	10/31/2019	001374 ASAP SERVICES	2287	0000228	27 ACRE FUTURE PARK - WEED ABATEMENT	1,700.00
					Total :	1,700.00
211480	10/31/2019	001435 ATOM ENGINEERING CONSTRUCTION, IN	103019		CIP 0049 FIRE STATION 61 KITCHEN REMODEL	8,605.25
					Total :	8,605.25
211481	10/31/2019	001309 BOWEN, CHRISTY LYNN	102819		MILEAGE REIMBURSEMENT - PARKS 10/14/19 T	33.75
					Total :	33.75
211482	10/31/2019	001429 DANIEL PEST CONTROL	19-2142		OCTOBER 2019 PEST CONTROL - BASEBALL FIE	400.00
					Total :	400.00
211483	10/31/2019	000037 DATA TICKET, INC.	105622 105777		SEPT 2019 DAILY CITE PROCESSING SEPT ONLINE/SSN CITATION PROCESSING	415.00 200.00
					Total :	615.00
211484	10/31/2019	001300 DELL MARKETING L.P.	10348919757	0000247	11 - OPTIPLEX 3070 SFF MLK DELL COMPUTER	7,888.21
					Total :	7,888.21
211485	10/31/2019	001489 DEPT OF TAX AND FEE ADMIN	TF500244		TAX IMPLEMENTATION 07/01/18-06/30/19	5,767.10
					Total :	5,767.10

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211486	10/31/2019	000012 ELSINORE VALLEY MUNICIPAL, WATER C	10088618		09/06/19-10/07/19 WATER ZONE 52 LOC 01	121.74
			10088673		09/06/19-10/07/19 WATER ZONE 29 LOC 02	42.24
			10088955		09/06/19-10/07/19 WATER ZONE 71 LOC 01	231.84
			10089150		09/06/19-10/07/19 WATER 32637 GRUWELL -	72.74
			10089230		09/06/19-10/07/19 WATER MARNA OBRIEN	4,544.22
			10093826		09/10/19-10/11/19 WATER ZONE 3 LOC 7 M1	81.90
			10093839		09/10/19-10/11/19 WATER HERITAGE PARK (A	178.78
			10096381		09/11/19-10/12/19 WATER ZONE 3 LOC 25 M1	550.35
			10096382		09/11/19-10/12/19 WATER ZONE 3 LOC 25 M2	1,193.09
			10098144		09/11/19-10/12/19 WATER ZONE 3 LOC 24 M1	775.97
			10099471		09/11/19-10/12/19 WATER MALAGA GATEWAY P	595.86
Total :						8,388.73
211487	10/31/2019	001486 FORD SIGNS INC	81919		REFUND OF UNUSED DEVELOPERS DEPOSIT #19-	1,018.39
Total :						1,018.39
211488	10/31/2019	000941 FRONTIER	102219		10/22/19-11/21/19 FIOS INTERNET CHARGES	175.98
Total :						175.98
211489	10/31/2019	000024 GUARDIAN	101519		NOV 2019 DENTAL & VISION BENEFITS	2,982.91
Total :						2,982.91
211490	10/31/2019	001456 MAYA, EMILIO	102919		RELOCATION - RIGHT OF ENTRY 34003 WALNUT	600.00
Total :						600.00
211491	10/31/2019	000005 PARSAC	19-315		ADD'L WORK'S COMP & LIABILITY CONTRIBUTI	7,112.00
Total :						7,112.00
211492	10/31/2019	001107 PLACEWORKS	70118		SEPT 2019 CONTRACTUAL SVC - CIP28-1	1,248.75
			70208		SEPT 2019 CONTRACTUAL SVC - ADMIN WORK	2,925.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211492	10/31/2019	001107 PLACEWORKS	(Continued) 70209		SEPT 2019 CONTRACTUAL SVC - PROJECT RELA	1,045.00
			70210		SEPT 2019 CONTRACTUAL SVC - PROJECT RELA	190.00
			70211		SEPT 2019 CONTRACTUAL SVC - PROJECT RELA	375.00
			70212		SEPT 2019 CONTRACTUAL SVC - PROJECT RELA	1,130.00
			70213		SEPT 2019 CONTRACTUAL SVC - PROJECT RELA	75.00
			70214		SEPT 2019 CONTRACTUAL SVC - PROJECT RELA	2,065.00
			70215		SEPT 2019 CONTRACTUAL SVC - PROJECT RELA	380.00
Total :						9,433.75
211493	10/31/2019	000526 PRINT POSTAL	15196		BUSINESS CARDS	471.50
Total :						471.50
211494	10/31/2019	000149 RIVERSIDE COUNTY EXECUTIVE, OFFICE	1920-02WIL		OCT 2019-DEC 2019 QTRLY ANIMAL SHELTERIN	68,114.00
Total :						68,114.00
211495	10/31/2019	000149 RIVERSIDE COUNTY EXECUTIVE, OFFICE	92419		SCFA ANIMAL SHELTER FY 19/20 DEBT SVC RE	680.00
Total :						680.00
211496	10/31/2019	000149 RIVERSIDE COUNTY EXECUTIVE, OFFICE	2019/10-01		ANIMAL SHELTER MISC EXPENSES P/E 10/01/1	496.15
Total :						496.15
211497	10/31/2019	001071 SHRED-IT USA	8128419478		CONTRACTUAL SHREDDING SERVICE (OCT PICK-	148.60
Total :						148.60
211498	10/31/2019	000790 SPARKLETTS	101919		CITY HALL DRINKING WATER THROUGH 10/19/1	38.32
			102019		CITY HALL DRINKING WATER THROUGH 10/19/1	80.25
Total :						118.57

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211499	10/31/2019	001021 SPICER CONSULTING GROUP	482		FY 19/20 ANNUAL ADMIN LLMD89-1C/CSA 22,	2,583.33
Total :						2,583.33
211500	10/31/2019	001487 THE FARM MUTUAL WATER COMPANY	92519		REFUND OF UNUSED DEVELOPERS DEPOSIT 17-8	372.00
Total :						372.00
211501	10/31/2019	000215 THE PRESS-ENTERPRISE	11326448		PUBLIC NOTICE - NOA	253.00
Total :						253.00
211502	10/31/2019	000985 TRAUMA INTERVENTION PROGRAMS, (T 2201920			ANNUAL SERVICES 2019/2020	4,000.00
Total :						4,000.00
211503	10/31/2019	001488 WILDOMAR SPRINGS LLC	103019		REFUND OF MONUMENT BOND 11-0254 TR31479	42,000.00
Total :						42,000.00
29 Vouchers for bank code : wf						Bank total : 182,251.79
29 Vouchers in this report						Total vouchers : 182,251.79

Voucher List
City of Wildomar

Page: **1**

11/05/2019 12:13:53PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
50	10/30/2019	000749 VANTAGEPOINT TRANSFER AGENTS, 30	083019 ICMA 457		DEFERRED COMP CONTRIBUTIONS FOR PPE 08/3	1,267.31
			091319 ICMA 457		DEFERRED COMP CONTRIBUTIONS FOR PPE 09/1	1,306.20
			092719 ICMA 457		DEFERRED COMP CONTRIBUTIONS FOR PPE 09/2	1,267.31
			101119 ICMA 457		DEFERRED COMP CONTRIBUTIONS FOR PPE 10/1	1,306.20
			102519 ICMA 457		DEFERRED COMP CONTRIBUTIONS FOR PPE 10/2	1,267.11
Total :						6,414.13
51	10/30/2019	000749 VANTAGEPOINT TRANSFER AGENTS, 30	083019 ICMA RHS		RHS EMPLOYER COST FOR PPE 08/30/19	646.21
			091319 ICMA RHS		RHS EMPLOYER CONTRIBUTION FOR PPE 09/13/	646.21
			092719 ICMA RHS		RHS EMPLOYER CONTRIBUTION FOR PPE 09/27/	646.21
			101119 ICMA RHS		RHS EMPLOYER CONTRIBUTIONS FOR PPE 10/11	646.21
			102519 ICMA RHS		RHS EMPLOYER CONTRIBUTION FOR PPE 10/25/	646.21
Total :						3,231.05
52	10/30/2019	000760 ARMADA ADMINISTRATORS	127864		OCT 2019 PREMIUM	2,669.00
			127864		OCT 2019 PREMIUM	-555.00
Total :						2,114.00
1023193	10/23/2019	000028 CALPERS	093019 CALPERS		SEPTEMBER 2019 CITY COUNCIL RETIREMENT C	374.07
Total :						374.07
1030191	10/30/2019	001281 HEARTLAND PAYROLL SOLUTIONS	102519NETPAYROLL		NET PAYROLL FOR PPE 10/25/19	36,360.14
Total :						36,360.14
1030192	10/30/2019	001281 HEARTLAND PAYROLL SOLUTIONS	102519PAYROLLTAXES		PAYROLL TAXES FOR PPE 10/25/19	12,041.41
Total :						12,041.41
1030193	10/30/2019	001281 HEARTLAND PAYROLL SOLUTIONS	7913940		PAYROLL PROCESING FEES FOR PPE 10/25/19	121.00

Voucher List
City of Wildomar

Page: 2

11/05/2019 12:13:53PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1030193	10/30/2019	001281	001281 HEARTLAND PAYROLL SOLUTIONS	(Continued)		Total : 121.00
1031191	10/31/2019	001281	HEARTLAND PAYROLL SOLUTIONS	103119CCPAYROLLNET	OCTOBER 2019 CITY COUNCIL NET PAYROLL	1,345.87
					Total :	1,345.87
1031192	10/31/2019	001281	HEARTLAND PAYROLL SOLUTIONS	103119CCPAYROLLTAXES	PAYROLL TAXES FOR OCTOBER 2019 CITY COUN	43.46
					Total :	43.46
1031193	10/31/2019	001281	HEARTLAND PAYROLL SOLUTIONS	8311036	PAYROLL PROCESSING FEES FOR OCT 2019 CIT	85.00
					Total :	85.00
1031194	10/31/2019	000028	CALPERS	102519 CALPERS	RETIREMENT CONTRIBUTIONS FOR PPE 10/25/1	7,854.19
					Total :	7,854.19
1031195	10/31/2019	000028	CALPERS	103119 CALPERS	RETIREMENT CONTRIBUTIONS FOR OCTOBER 201	374.07
					Total :	374.07
12 Vouchers for bank code : wf						Bank total : 70,358.39
12 Vouchers in this report						Total vouchers : 70,358.39

City of Wildomar
Payroll Warrant Register
11/1/2019

ACH Date	Payee	Description	Amount
10/3/2019	Heartland Payroll	09/14/2019-09/27/2019	\$ 49,617.10
10/17/2019	Heartland Payroll	09/28/2019-10/11/2019	49,628.92
10/31/2019	Heartland Payroll	10/12/2019-10/25/2019	48,522.55
11/1/2019	Heartland Payroll	10/01/2019-10/31/2019	<u>1,474.33</u>
		TOTAL	<u><u>\$ 149,242.90</u></u>

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #1.4

CONSENT CALENDAR

Meeting Date: November 13, 2019

TO: Mayor and City Council Members

FROM: James R. Riley, Administrative Services Director

PREPARED BY: Robert Howell, Finance Manager

SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the Treasurer's Report for September 2019.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of September 2019. The City utilizes both the California State Treasurer's Local Agency Investment Fund and the California Asset Management Program for its city investments. Utilizing the two investment programs allows the City to potentially increase the interest earned on the money held.

FISCAL IMPACT:

None.

Submitted by:
James R. Riley
Administrative Services Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Treasurer's Report

**CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
September 2019**

CITY CASH

<u>FUND</u>	<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>RATE</u>
AII	AII	WELLS FARGO	\$ 4,469,002.89	\$ 496,217.87	\$ (840,366.47)	\$ 4,124,854.29	0.000%
		TOTAL	\$ 4,469,002.89	\$ 496,217.87	\$ (840,366.47)	\$ 4,124,854.29	

CITY INVESTMENT

<u>FUND</u>	<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>
AII	LOCAL AGENCY INVESTMENT FUND	\$ 1,123,978.79	\$ 1,123,978.79	\$ 1,123,978.79	100.00%	0	2.280%
AII	CALIFORNIA ASSET MANAGEMENT PROGRAM	\$ 4,037,676.72	\$ 4,037,676.72	\$ 4,037,676.72	100.00%	0	2.220%
	TOTAL	\$ 5,161,655.51	\$ 5,161,655.51	\$ 5,161,655.51	100.00%		

CITY **TOTAL CASH AND INVESTMENT** **\$ 9,286,509.80**

CITY INVESTMENT (Continued)

<u>FUND</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>
AII	LOCAL AGENCY INVESTMENT FUNDS	\$ 1,123,978.79	\$ 0.00	\$ 0.00	\$ 1,123,978.79	2.280%
AII	CALIFORNIA ASSET MANAGEMENT PROGRAM	\$ 4,030,320.68	\$ 7,356.04	\$ 0.00	\$ 4,037,676.72	2.220%
	TOTAL	\$ 5,154,299.47	\$ 7,356.04	\$ 0.00	\$ 5,161,655.51	

In compliance with the California Code Section 53646, as Director of Finance/City Treasurer for 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 with the City's Statement of Investment Policy.

I also certify that this report reflects all Government Agency pooled investments and all of the City's Bank Balances.

James R. Riley
James R. Riley
Administrative Services Director

11/5/2019
Date

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: November 13, 2019

TO: Mayor and City Council Members

FROM: James R. Riley, Administrative Services Director

SUBJECT: 2nd Reading of Ordinance No. 173 – Business Registration Program Ordinance Amendment

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 173
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AMENDING SECTIONS 5.68.040 AND 5.68.100 OF THE
MUNICIPAL CODE PERTAINING TO THE CITY BUSINESS
REGISTRATION PROGRAM.

DISCUSSION:

The City Council approved the first reading of Ordinance No. 173 at the October 9, 2019 City Council meeting for the Business Registration Program Ordinance Amendment. At this time, it would be appropriate for the City Council to adopt Ordinance No. 173 as presented.

Submitted by:
James R. Riley
Administrative Services Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENT:

A. Ordinance No. 173

ATTACHMENT A

**Ordinance No. 173
for Business Registration Program Ordinance Amendment**

ORDINANCE NO. 173

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 5.68.040 AND 5.68.100 OF THE MUNICIPAL CODE PERTAINING TO THE CITY BUSINESS REGISTRATION PROGRAM.

WHEREAS, on July 1, 2008, the City of Wildomar incorporated and the City Council adopted the County of Riverside Code; and

WHEREAS, in 2012 the City Council adopted the City of Wildomar Municipal Code which incorporated many parts of the Riverside County Code; and

WHEREAS, since then portions of the Municipal Code have been found to not apply to the City of Wildomar or need to be updated to reflect the desire of the City Council.

NOW, THEREFORE, the City Council of the City of Wildomar does ordain as follows:

SECTION 1. Title 5, Chapter 5.68, Section 5.68.100 of the Wildomar Municipal Code is hereby amended to read as follows:

5.68.100 Business Registration fees.

The purpose of the provisions of this chapter is solely to provide for necessary regulation of lawful businesses being conducted within the city, in order to protect the public health, safety, and welfare of the people of the city. Business registration fees charged under the provisions of this chapter shall be revenue-neutral in that they may not exceed the reasonable costs of providing the regulatory services included in the business registration program. No business certificate fee charged under the provisions of this chapter shall be construed as a business tax. The fees associated with the business registration program will be set by City Council resolution.

SECTION 2. Title 5, Chapter 5.68, Section 5.68.040 are hereby amended to read as follows:

5.68.040 Exemption.

The payment of business registration fees contained in this chapter, including inspection and enforcement fees as provided in Sections [5.68.100](#) and [5.68.130](#) of this chapter, shall not be required for those businesses falling within any of the exempt categories described in this section so long as a timely claim of exemption is filed with the City. Any person claiming an exemption pursuant to the provisions of this section shall, within 60 calendar days of being sent the initial written notification of the requirement to obtain a business registration, make a claim with the City and present all documentation substantiating the claim. If such evidence is presented in an untimely manner, such person shall be liable for the payment of the business license fees imposed by this chapter, including inspection and enforcement fees as provided in Sections [5.68.100](#) and [5.68.130](#) of this chapter.

A. Churches, Temples or Other Places of Worship. Churches, temples or other places of worship, to the extent of their use for worship, religious education or the social affairs of the religious group are exempt as provided in this section. This exemption shall not apply to other activities, which are not undertaken primarily for members of the religious group, including, but not limited to, day schools, social service programs or church-owned or operated business enterprises.

B. Agriculture. The following agricultural activities are exempt as provided in this section: agricultural pursuits consisting of the growing of crops, raising of livestock, and dairying, including auxiliary and ancillary uses incidental to the operation of a farm or ranch, consisting of the purchase and storage of substances, materials, supplies, animal feeds and produce, and the marketing of farm products; provided however, that a business registration shall be required in connection with any of the following:

(1) Retail nurseries;

(2) Retail greenhouses; and

(3) Wholesaling, processing, storage or manufacturing use which involves assembly of the products of multiple farms or ranches by a cooperative or other business enterprise for marketing distribution.

C. Federal or State Law. The provisions of this chapter shall not be deemed or construed to apply to any person transacting or carrying on any business exempt by virtue of the Constitution or applicable statutes of the United States or of the State of California from the payment of such regulatory business license fees charged pursuant to this chapter, including but not limited to the following:

- Alcoholic beverages: manufacture, sale, purchase, possession, and transportation (see Cal Const art XX, §22);
- Bail bond agents (see Ins C §1800 et seq.);
- Banks and financial corporations (see Rev & T C §23182);
- Blind person operating a vending facility (see Welf & I C §19633);
- Café musicians (see Bus & P C §16000.5);
- Insurance company that pays an in-lieu tax or premium (see Cal Const art XIII, §28);
- Intercity transportation business (see Pub Util C §5327);
- Laundry equipment (see Bus & P C §16002.2);
- Public utility franchise (see Pub Util C §§1011, 6001);
- Real estate auctioneer (see Bus & P C §16002.1);
- Veterans (see Bus & P C §§16000.7, 16001, 16001.5, 16001.7); and
- Wholesaler/commercial traveler (see Bus & P C §16002).

D. Nonprofit Organizations. Any nonprofit organizations that are legally recognized as tax-exempt pursuant to the provisions of 26 U.S.C. Section 501(c)(3) are exempt as provided in this section. (Ord. 18 § 2, 2008, RCC § [5.72.040](#))

E. Residential Facilities. Licensed residential care facilities exempt from local business registration requirements under Health and Safety Code sections 1523.1(b)(4), 1566.2, 1568.05(b)(2), 1569.185(b)(2), 1596.803(b)(2), or 1597.45(b) are exempt as provided in this section.

SECTION 5. Effective Date.

This Ordinance shall be effective on January 1st, 2020, which is more than 30 days after its final passage.

SECTION 6. Inconsistencies.

To the extent the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior City ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof.

SECTION 7. Interpretation.

In interpreting this Ordinance or resolving any ambiguity, this Ordinance shall be interpreted in a manner that effectively accomplishes its stated purposes.

SECTION 8. 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, then such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Wildomar hereby declares they would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 9. The City clerk shall certify to the passage of this Ordinance; shall enter the same in the book of original Ordinances of the City; shall make a minute of the passage and adoption thereof in the record of the proceedings of the City Council at which the same is passed and adopted; and shall, within 15 days after the passage and adoption hereof, cause a summary thereof to be published in a newspaper of general circulation, as defined in Government Code section 6008, for the City of Wildomar.

PASSED, APPROVED AND ADOPTED this 13th day of November, 2019.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
Acting City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 1.6
CONSENT CALENDAR
Meeting Date: November 13, 2019

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

PREPARED: Warren Repke, Capital Projects Manager

SUBJECT: Capital Improvement Program Status Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council receive and file the FY19/20 1st Quarter Capital Improvement Program Status Report.

BACKGROUND:

In June 2019 the City Council received a five-year Capital Improvement Program for the fiscal years 2019-20 through 2023-24. The program included 28 projects for implementation during the 2019-20 and 2020-21 fiscal years.

DISCUSSION:

During the first quarter various revisions or additions were necessary due to circumstances that occurred after the program was presented to City Council in June 2019. These revisions or additions consist of the following:

A. Revisions:

1. All projects, current or future were given CIP project numbers for uniformity and better tracking
2. Project Schedules were revised to reflect current conditions.
3. CIP 44-2 - Mission Trail Sidewalks, Phase 2, was advanced from FY 21/22 to FY 19/20 due to availability of CDBG funding in the amount of \$447,000. Funding was approved with the first quarter update on October 9, 2019 Council Meeting.
4. CIP 26-1 - Bundy Canyon Rd, Segment 1: Additional funding in the amount of \$3,516,000 has been obtained from the Riverside County Transportation Commission (RCTC) for construction of Segment 1 from Cherry Street to Approximately 900 feet east of Oak Canyon Dr.

5. CIP 53 – Marna O'Brien & Windsong Park Shade Structures: Additional funding was added to allow the shade structures to be constructed at both parks.

B. Additions:

1. CIP 67 - Cemetery Master Plan was added to the FY 19/20 projects. Funding in the amount of \$110, 000 from the Cemetery Fund (300) is recommended.
2. Traffic signal installation on Bundy Canyon Rd at Almond St. and Orchard Ave. was added to the Future Projects Not Yet Budgeted or Funded list due to the preparation of Signal Warrants that indicated future signals would be warranted

Attached as Appendix A is a FY 19/20 First Quarter Status Report for the Five-year Capital Improvement Program. An updated Five-Year CIP booklet will be presented at the mid-fiscal year status update.

FISCAL IMPACT:

The following fiscal actions have been approved or will be considered for action with the specific project:

1. CIP 44-2 - Mission Trail Sidewalk, Phase 2: Appropriate a total amount of \$474,000 from the CDBG fund account (Fund 282). This action was approved by City Council October 9, 2019.
2. CIP 67 – Cemetery Master Plan – Appropriate \$110,000 from the Cemetery Fund (Fund 300). This action to be considered on November 13, 2019.
3. Bundy Canyon Rd Widening, Segment 1 – Establish a Riverside County Transportation Commission (RCTC) Fund. Appropriate an amount of \$3,516,000 from the fund. This action to be considered at the time a cooperative agreement is executed with RCTC.
4. CIP 53 - Marna O'Brien and Windsong Park Shade Structures: Appropriate a total amount of \$150,000 from Capital Reinvestment Fund (Fund 501). This action was approved by the City Council on October 9, 2019.

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

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Appendix A: FY 19/20 First Quarter Status Report

APPENDIX A

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM
FY 19/20-23/24
STATUS REPORT
FIRST QUARTER 2019/20 FY

CIP #	PROJECT	% COMPLETE OR EST. START				COMMENTS
		PRELIM ENVIRON	DESIGN	R/W	CONST	
Transportation-Roads						
25-1	Clinton Keith Widen Ph 1	75%	1/1/20	2/1/20	9/1/20	
26-1	Bundy Canyon Rd Widen Seg 1	100%	10/1/19	100%	6/1/20	
28-1	Palomar Widen Ph 1	10%	4/1/20	7/1/20	Unfunded	
44-2	Mission Trail SW, Phase 2	100%	25%	N/A	1/6/20	Addition to 5-year CIP
51	Systematic Safety Analysis Rpt	3/1/20	7/1/20	N/A	N/A	Caltrans Grant Funded
52	Wildomar Trail Signage	100%	100%	N/A	2/1/20	Pending Caltrans I-15 Sign Change
54	Circulation Element Update	15%	N/A	N/A	N/A	SCAG Funded & Managed
56	Quality Assurance Plan	100%	75%	N/A	N/A	
65	Bundy Canyon / Almond Safety Lighting	See Comments				Project deferred to FY 20/21 pending Potential traffic signal project
66	Private St Unpaved Rd Program	See Comments				Direction of project to be determined
70	Bundy Canyon/I15 Interchange	FY 21/22				
74	Baxter RD./I-15 Interchange	FY 21/22				
Transportation -Signals						
26-1A	Bundy Cyn/Sellers Traffic Sig.	100%	10/1/19	100%	6/1/20	
26-1B	Bundy Cyn/Monte Vista TS	100%	10/1/19	100%	6/1/20	
41	Pedestrian Countdown Heads	100%	80%	12/1/19	7/1/20	Construction is Federal Grant Funded
71	Bundy Cyn/Oak Cr. Traffic Sig.	FY 21/22				
72	Bundy Cyn/Farm Rd Traffic Sig.	FY 21/22				
Transportation-Maintenance						
42	Guardrail Improvements	100%	95%	100%	3/1/20	Construction is Federal Grant Funded
57	Pavement Rehabilitation	50%	11/1/19	N/A	5/1/20	
58	Slurry Seal	50%	11/1/19	N/A	5/1/19	

**CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM
FY 19/20-23/24
STATUS REPORT
FIRST QUARTER 2019/20 FY**

CIP #	PROJECT		% COMPLETE OR EST. START				COMMENTS
			PRELIM ENVIRON	DESIGN	R/W	CONST	
Drainage							
23	Master Drainage Plan		95%	N/A	N/A	N/A	Estimated Nov/Dec Council Action
39	Line F Storm Drain		100%	100%	100%	6/1/20	Construct with Bundy Canyon, Seg.1
60	Lemon Street Drainage		See Comments				On Hold -Grant Application In Progress
63	Line C Basin		20%	RCFC	N/A	7/1/20	RCFC Project
64	Linc C Storm Drain		20%	RCFC	N/A	7/1/20	RCFC Project
69	Misc. Drainage Improvements		FY 21/22 - 23/24				
73	Wildomar Channel/McVicar St. Crossing		FY 23/24				
Parks							
53	Park Shade Structures		100%	100%	N/A	12/1/19	
61	Regency Park Rehab.		1/1/2020	Future FY	N/A	Future FY	
62	New 27 Acre Park Ph.1		1/1/2020	7/1/20	N/A	FY 21/22	
68	11 Acre Park		FY 21/22 & 22/23				
Trails							
26-2	Bundy Canyon Rd. Active Transportation Corridor		FY 21/22				
43	Wildomar Channel Trail Gates		50%	See Comments			On Hold - Grant Application In Progress
59	Palomar / Clinton Keith Sidewalk & Bike Trail		25%	4/1/20	5/1/20	1/1/21	Partial Funding from RCTC Grant
Other							
49	Fire Station Kitchen Improve		100%	100%	100%	100%	Project Complete
55	City Hall Tenant Improvements		1/1/20	4/1/20	N/A	7/1/20	
67	Cemetery District Master Plan		50%	12/1/19	N/A	N/A	Addition to 5-Year CIP In Consultant Selection Phase

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #1.7

CONSENT CALENDAR

Meeting Date: November 13, 2019

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager / City Engineer

SUBJECT: Annexation No. 18 into Community Facilities District No. 2013-1 (Services) for Rancon Medical and Education Center, LLC (PM 36492-1,-2,-3)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2019 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 18) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

BACKGROUND:

On March 12, 2014 the City Council adopted Resolution No. 2014-09 establishing Community Facilities District No. 2013-1 (Services) of the City of Wildomar (the "CFD No. 2013-1" or "District") and authorizing the levying of special taxes on parcels of taxable property for the purpose of providing certain services which are necessary to meet increased demands placed upon the City.

The property owner, Rancon Medical and Education Center, LLC, of a commercial project containing 25.99 net acres within the City, has requested that the City annex this territory into CFD No. 2013-1 (Services) to cover the costs associated with the maintenance of public improvements. The improvements proposed to be maintained include items such as landscaping and lighting, street maintenance, water quality improvements, graffiti, street sweeping, and trails maintenance.

The landowner has advised the City that they desire the area described in Exhibit A of the Resolution of Intention to be annexed into CFD No. 2013-1 and that a rate and method of apportionment of the special tax to be levied therein be established.

The area proposed within Annexation No. 18 will encompass one commercial parcel, with a maximum annual tax of \$2,503.60 per acre, per year. The parcel map proposed to be annexed into CFD No. 2013-1 will be included in Tax Zone 20. This tax zone consists of one non-residential parcel and therefore will not be subject to the cost of providing police and fire protection services funded by Special Tax B. The tax rate is proposed to escalate each year at the greater of Consumer Price Index (CPI) or 2%. Rancon Medical and Education Center, LLC, has 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 in 1982, requesting the annexation of property to CFD No. 2013-1 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election.

The next step to annex the property to CFD No. 2013-1 is to publish a notice of public hearing of the proposed annexation as required by the Mello-Roos Act. A public hearing on the matter will take place on January 8, 2020 and at that time the Council will formally consider approval of Annexation No. 18.

FISCAL IMPACT:

The projected levy for FY 2019-20 is \$65,068.61 for the first year of maintenance services.

Submitted by:
Dan York
Assistant City Manager / City Engineer

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- 1) Resolution of Intention 2019-_____
- a) Description of Territory
- b) Description of Authorized Services
- c) Rate and Method of Apportionment
- d) Proposed Annexation Boundary Map
- e) Signed Petition, Waiver and Consent for Annexation
- f) Notice of Public Hearing
- g) Sample Ballot
- h) Maintenance Exhibit

RESOLUTION NO. 2019 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 18) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

WHEREAS, on March 12, 2014, the City Council (the "City Council") of the City of Wildomar (the "City") approved Resolution No. 2014-09 establishing Community Facilities District No. 2013-1 (Services) ("CFD No. 2013-1"), of the City of Wildomar, County of Riverside, State of California, for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City; and

WHEREAS, the City Council has received a written instrument from the landowner to initiate and conduct proceedings pursuant to the Mello-Roos Community Facilities District Act of 1982 (the "Act"), to annex territory into 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; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING EX OFFICIO AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) OF THE CITY OF WILDOMAR, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Intent to Annex. The City Council hereby declares that it proposes and intends to conduct proceedings pursuant to Article 3.5 of the Act for the annexation to CFD No. 2013-1 of the territory described in Exhibit A attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed into CFD No. 2013-1.

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

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

Section 4. Description of Authorized Services. The services proposed to be financed by CFD No. 2013-1 (the "Services") are described in Exhibit B attached hereto. The cost of providing the Services includes "administrative expenses," which include costs associated with the creation of CFD No. 2013-1, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2013-1. The Services authorized to be financed by CFD No. 2013-1 are in addition to those currently provided in the territory of CFD No. 2013-1 and do not supplant services already available within that territory.

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

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

Section 7. Public Hearing. The City Council hereby fixes 6:30 p.m., or as soon thereafter as practicable, on Wednesday, January 8, 2020, in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the proposed annexation of the said territory to the CFD No. 2013-1.

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

Section 9. Mailing Ballots. In anticipation of its action on Wednesday, January 8, 2020 to call the election on the annexation for the same date, pursuant to waiver of election time limits from the landowners, the City Council hereby authorizes the City Clerk to mail to each landowner in the territory proposed to be annexed to the CFD No. 2013-1 a ballot in substantially the form set forth in Exhibit G hereto. A copy of the waiver and consent form signed by the property owner is attached hereto as Exhibit E and incorporated herein by this reference.

PASSED, APPROVED, AND ADOPTED this 13th day of November, 2019.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales
Acting City Clerk

EXHIBIT A

DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED

DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED

The City of Wildomar Community Facilities District No. 2013-1 (Services) (the “CFD No. 2013-1”) Annexation No. 18 is currently comprised of one parcel located within the city boundaries. The property is identified by the following Riverside County Assessor's Parcel Numbers (APNs).

APN	Owner Name
380-250-022	Rancon Medical and Education Center, LLC

EXHIBIT B

DESCRIPTION OF AUTHORIZED SERVICES

EXHIBIT B

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

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

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

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

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

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

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

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

EXHIBIT C

RATE AND METHOD OF APPORTIONMENT

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

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

“County” means the County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. ASSIGNMENT TO LAND USE CATEGORIES

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

C. MAXIMUM SPECIAL TAX RATES

1. Special Tax A

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

a. Developed Property

(i) Maximum Special Tax A

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

TABLE 1
Maximum Special Tax A Rates

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

(ii) Increase in the Maximum Special Tax A

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

(iii) Multiple Land Use Categories

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

b. Approved Property

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

TABLE 2
Maximum Special Tax A Rates

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

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

c. Undeveloped Property

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

TABLE 3
Maximum Special Tax A Rates

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

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

2. Special Tax B

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

a. Developed Property

(i) Maximum Special Tax B

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

TABLE 4
Maximum Special Tax B Rates

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

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

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

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

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

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

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

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

2. Special Tax B

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

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

E. FUTURE ANNEXATIONS

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

F. TERM OF SPECIAL TAX

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

G. EXEMPTIONS

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

H. APPEALS

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

I. MANNER OF COLLECTION

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

EXHIBIT A

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

COST ESTIMATE

Maintenance Services - The estimate breaks down the costs of providing one year's maintenance services for FY 2019-2020. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2013-1.

**TAX ZONE 20 – Annexation 18
PM 36492-1,-2,-3**

Item	Description	Estimated Cost
1	Landscaping	\$5,388
2	Street Sweeping & Pavement Management	\$12,036
3	Drainage Maintenance	\$33,449
4	Trails	\$3,352
5	Reserve Fund	\$5,422
6	Administration & Auditor-Controller Expenses	\$5,422
Total		\$65,069

Safety Services – Tax Zone 20 consists of a non-residential parcel and therefore will not be subject to the cost of providing police and fire protection services funded by Special Tax B.

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	Morales 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
9	11	PM 36080	2018-19	\$3,302.61 / Acre	N/A	CK-HS Partners, LLC / SNDH Partners, LLC
10	12	PM 32833	2017-18	\$1,418.22 / RU	\$244.00 / RU	Wildomar Housing Partners, LLC
11	13	PM 36653	2017-18	\$333.00 / RU	\$282.46 / RU	Benson Residential
12	14	LLA 2016-005	2018-19	\$2,325.03 / Acre	N/A	Sunbelt Rentals
13	15	CUP/PP 15-0013	2019-20	\$3,330.26/Acre	N/A	Clinton Keith Village
14	16	CUP 16-0095	2019-20	\$1,513.72/Acre	N/A	Big Easy RV Boat Storage
15	17	TR 32726	2019-20	\$1,012.37 / RU	\$311.41 / RU	Hacienda Properties, LLC
16	18	PM 32257	2019-20	\$3,301.26/Acre	N/A	Tesoro Refining & Marketing Co LLC
17	19	TR 32024	2019-20	\$1,073.91/RU	\$311.41/RU	KB Home Coastal Inc.
18	20	PM 36492-1 , -2, -3	2019-20	\$2,503.60/ Acre	N/A	Rancon Medical and Education Center, LLC

APPROVED PROPERTY

Annexation	Tax Zone	Tract	Fiscal Year	Maximum Special Tax A	Subdivider
18	20	PM 36492-1, -2, -3	2019-20	\$2,503.60/ Acre	Rancon Medical and Education Center, LLC

UNDEVELOPED PROPERTY

Annexation	Tax Zone	Tract	Fiscal Year	Maximum Special Tax A	Subdivider
18	20	PM 36492-1, -2, -3	2019-20	\$2,503.60/ Acre	Rancon Medical and Education Center, 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.

EXHIBIT B

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

DESCRIPTION OF AUTHORIZED SERVICES

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

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

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

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

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

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

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

EXHIBIT C

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

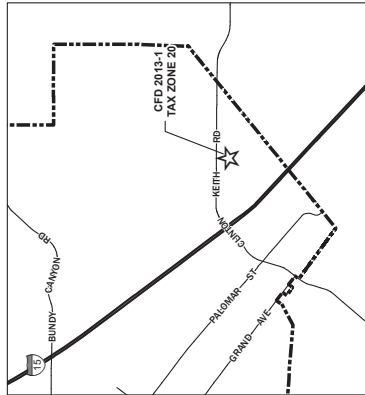
PROPOSED ANNEXATION MAP NO. 18
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
CITY OF WILDOMAR,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

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

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON FEBRUARY 18, 2014, IN BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITY 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 ____ DAY OF ____, 20____, BY RESOLUTION NO. ____.

CITY CLERK
CITY OF WILDOMAR



THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2019-20.



SPICER CONSULTING
& R & P



0 250 500 1,000 Feet

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

CITY CLERK
CITY OF WILDOMAR

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

FEE: _____ NO.: _____
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER
BY: _____ DEPUTY

Legend

- ANNEXATION AREA BOUNDARY
- PARCEL LINE
- CITY BOUNDARY
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER
- (20) TAX ZONE



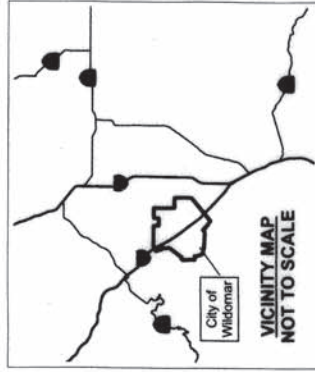
BOUNDARIES - POTENTIAL ANNEXATION AREA **COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)** **CITY OF WILDOMAR**

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

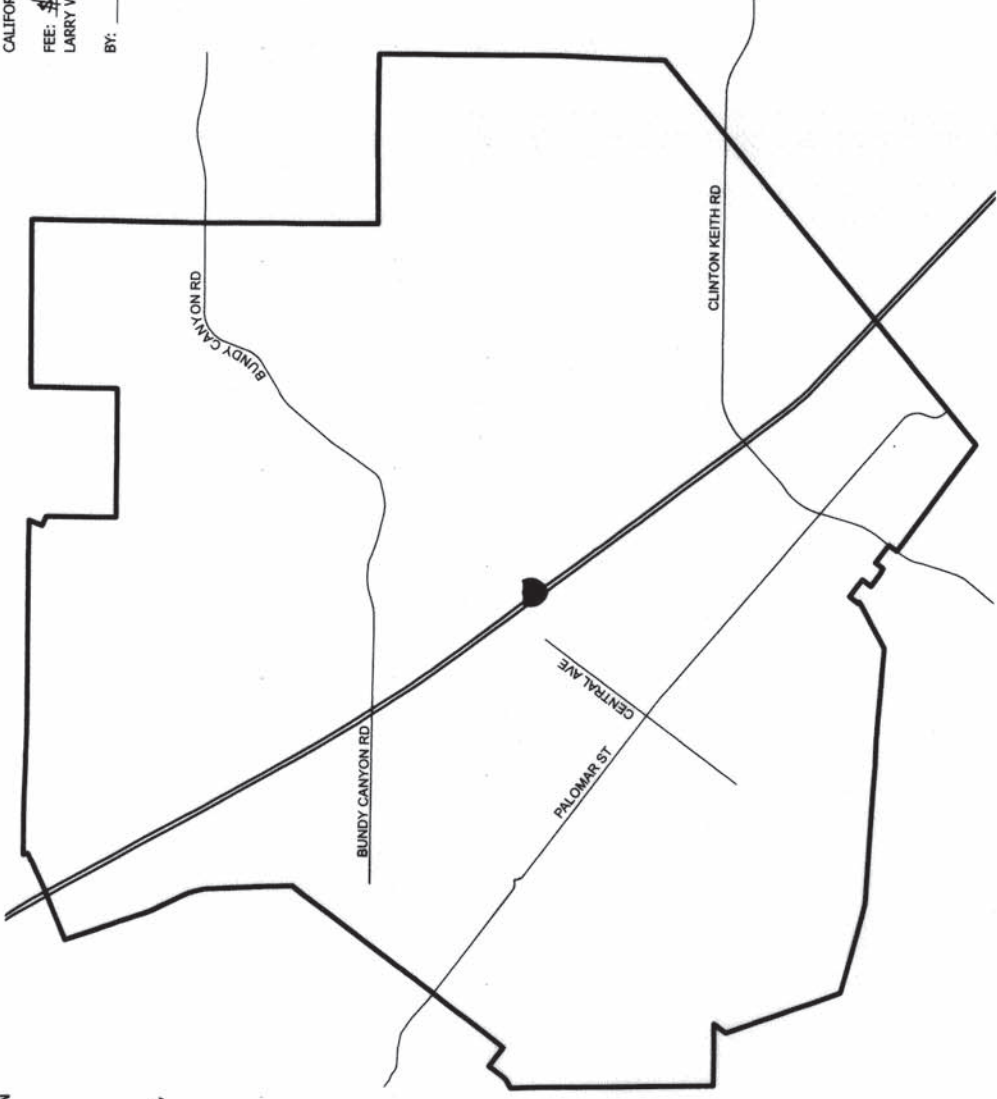


LEGEND
 _____ ANNEXATION AREA BOUNDARY



RECORDED THIS 14th DAY OF FEBRUARY, 2014
 AT THE HOUR OF 1:12 O'CLOCK PM IN BOOK 76
 PAGE 48 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

CITY

SHEET 1 OF 1 SHEET

EXHIBIT E

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

**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 8 day of May, 2019.

[NAME OF LANDOWNER] Rancon Medical & Education Center, LLC
Rancon Managers, LLC - by its manager Pacwest Group, Inc.

By: [Signature]

Name: Daniel L. Stephenson

Title: Manager

See attached Notary Acknowledgment

OWNER'S PROPERTY:

TRACT MAP OR PARCEL MAP NO.

or PROJECT NO. Parcel Map No. 36492-1, -2 & -3

OWNER'S MAILING ADDRESS:

41391 Kalmia Street, Ste 200

Murrieta, CA 92562

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

City Clerk of the City Council of the
City of Wildomar

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

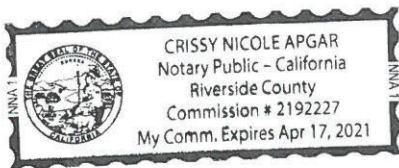
State of California

County of Riverside

On May 8, 2019 before me, Crissy Nicole Apgar, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel L. Stephenson, Manager
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.

Place Notary Seal and/or Stamp Above

Signature Crissy Apgar
Signature of Notary Public

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 of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Riverside

On May 8, 2019
Date

before me, Crissy Nicole Apgar, Notary Public
Here Insert Name and Title of the Officer

personally appeared Daniel L. Stephenson, President
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

Crissy Nicole Apgar
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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 of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of 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.) 380-250-022 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.) 380-250-022, 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.

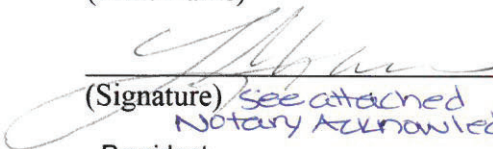
DATED:

May 8, 2019

OWNER(S):

Daniel L. Stephenson

(Print Name)



(Signature) *see attached
Notary Acknowledgment*

President

(Title)

(Print Name)

(Signature)

(Title)

EXHIBIT F

NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX
TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT
(ANNEXATION NO. 18)**

NOTICE IS HEREBY GIVEN that the City Council of the City of Wildomar on November 13, 2019 adopted its Resolution No. 2019-__, in which it declared its intention to annex territory to existing Community Facilities District No. 2013-1 (Services) (the "CFD No. 2013-1"), and to levy a special tax to pay for certain maintenance services, all pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD No. 2013-1 is proposed.

NOTICE IS HEREBY FURTHER GIVEN that the City Council has fixed 6:30 p.m., or as soon thereafter as practicable, Wednesday, January 8, 2020 in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the establishment of CFD No. 2013-1. At the hearing, the testimony of all interest persons for or against the annexation of the territory or the levying of the special taxes will be heard.

DATED: _____, 20__

Acting City Clerk of the City of Wildomar

EXHIBIT G

SPECIAL ELECTION BALLOT

**SPECIAL TAX ELECTION
CITY OF WILDOMAR**

**ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 18**

(January 8, 2020)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 18 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>
Rancon Medical and Education Center, LLC	25.99	26

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

This special tax ballot is for the use of the property owner of the parcels identified below, which parcels are located within the territory proposed to be annexed to the CFD No. 2013-1, City of Wildomar, County of Riverside, State of California. Please advise the City Clerk, at (951) 677-7751 x 210 if the name set forth below is incorrect or if you are no longer one of the owners of these parcels. This special tax ballot may be used to express either support for or opposition to the proposed special tax. To be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

Mail

Delivery: If by mail, place ballot in the return envelope provided, and mail no later than December 25, 2019, two calendar weeks prior to the date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

Personal

Delivery: If in person, deliver to the City Clerk at any time up to 5:00 p.m. on January 8, 2020, 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 January 8, 2020.

Very truly yours,

Janet Morales
Acting City Clerk
City of Wildomar

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT

Name & Address of Property Owner:	Assessor's Parcel Number(s):
Rancon Medical and Education Center, LLC Attn: Daniel L. Stephenson, Manager 41391 Kalmia Street, Ste. 200 Murrieta, CA 92562	380-250-022

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 18

MARK 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 November 13, 2019 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Map No. 18 of Community Facilities District No. 2013-1 (Services) City of Wildomar" to finance certain services as set forth in Section 4 to the Resolution (including incidental expenses) and shall an appropriation limit be established for Community Facilities District No. 2013-1 (Services) in the amount of special taxes collected?	YES _____ NO _____

Certification for Special Election Ballot

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

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

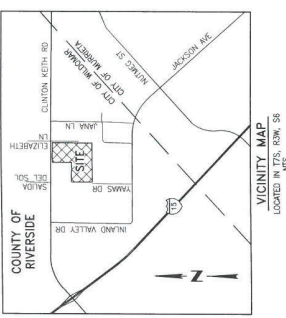
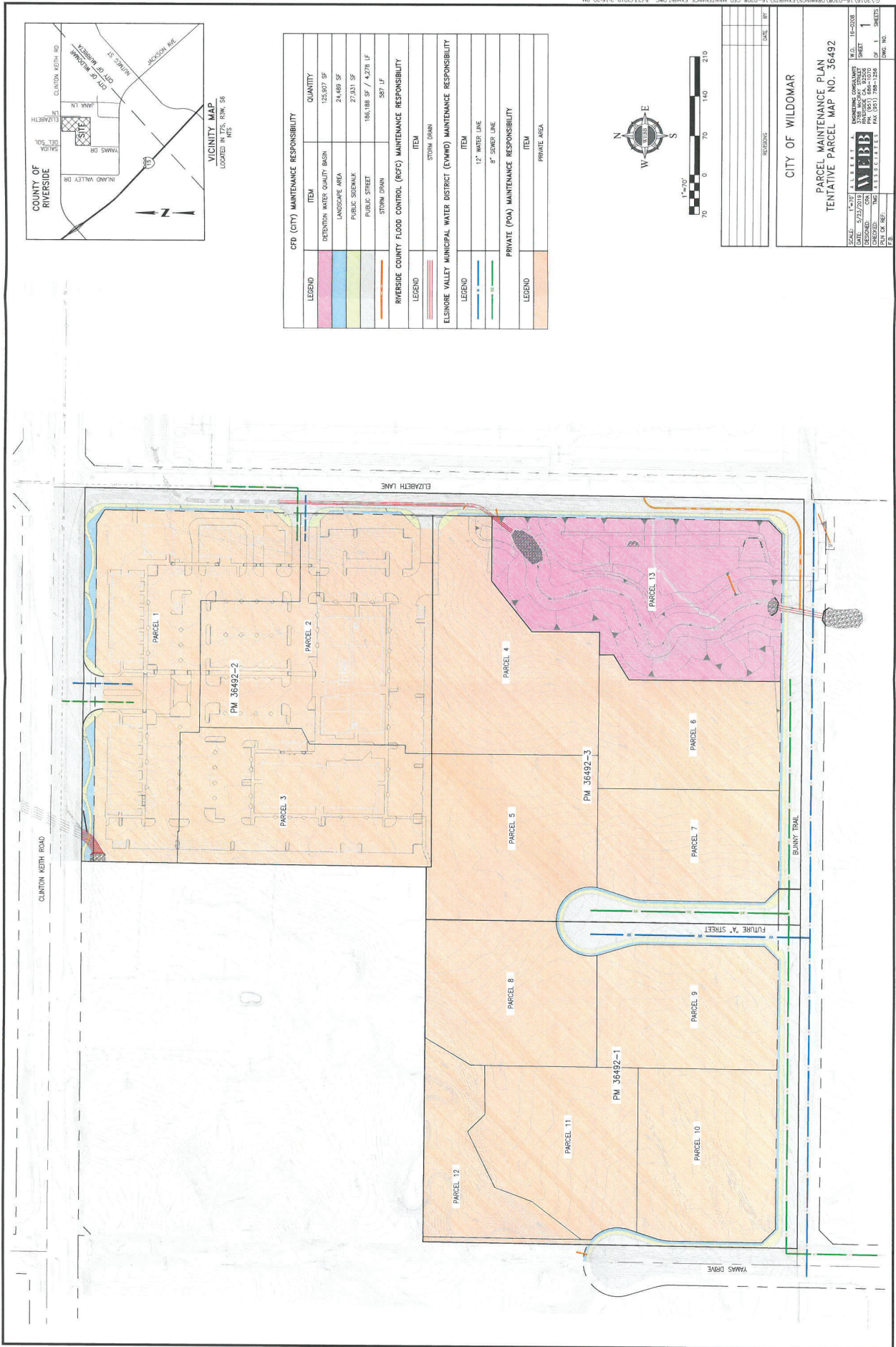
Daniel L. Stephenson
Manager

Signature

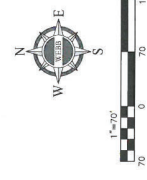
Print Name

Title

EXHIBIT H
MAINTENANCE EXHIBIT



CFD (CITY) MAINTENANCE RESPONSIBILITY		
LEGEND	ITEM	QUANTITY
	RETENTION WATER QUALITY BASIN	125,897 SF
	LANDSCAPE AREA	24,489 SF
	PUBLIC SIDEWALK	27,331 SF
	PUBLIC STREET	186,188 SF / 4,278 LF
	STORM DRAIN	587 LF
RIVERSIDE COUNTY FLOOD CONTROL (RCFC) MAINTENANCE RESPONSIBILITY		
LEGEND	ITEM	
	STORM DRAIN	
ELSINORE VALLEY MUNICIPAL WATER DISTRICT (EVMWD) MAINTENANCE RESPONSIBILITY		
LEGEND	ITEM	
	12" WATER LINE	
	8" SEWER LINE	
PRIVATE (POA) MAINTENANCE RESPONSIBILITY		
LEGEND	ITEM	
	PRIVATE AREA	



DATE	11-17-17
REVISIONS	
DATE	11-17-17
BY	

CITY OF WILDOMAR	
PARCEL MAINTENANCE PLAN	
TENTATIVE PARCEL MAP NO. 36492	

SCALE	1"=70'
DATE	11-17-17
BY	WEBB
CHECKED	WEBB
DATE	11-17-17
BY	WEBB
DATE	11-17-17
BY	WEBB

PROJECT NO.	15-0208
SHEET NO.	1
TOTAL SHEETS	1

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #1.8

CONSENT CALENDAR

Meeting Date: November 13, 2019

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager / City Engineer

SUBJECT: Annexation No. 19 into Community Facilities District No. 2013-1 (Services) for Smith Ranch Storage, LLC (PA 16-0138)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2019 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 19) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

BACKGROUND:

On March 12, 2014 the City Council adopted Resolution No. 2014-09 establishing Community Facilities District No. 2013-1 (Services) of the City of Wildomar (the "CFD No. 2013-1" or "District") and authorizing the levying of special taxes on parcels of taxable property for the purpose of providing certain services which are necessary to meet increased demands placed upon the City.

The property owner, Smith Ranch Storage, LLC, of a commercial project containing 9.33 gross acres within the City, has requested that the City annex this territory into CFD No. 2013-1 (Services) to cover the costs associated with the maintenance of public improvements. The improvements proposed to be maintained include items such as landscaping and lighting, street maintenance, water quality improvements, graffiti, street sweeping, and trails maintenance.

The landowner has advised the City that they desire the area described in Exhibit A of the Resolution of Intention to be annexed into CFD No. 2013-1 and that a rate and method of apportionment of the special tax to be levied therein be established.

The area proposed within Annexation No. 19 will encompass four commercial parcels, with a maximum annual tax of \$253.39 per acre, per year. The parcel map proposed to be annexed into CFD No. 2013-1 will be included in Tax Zone 21. This tax zone consists of four non-residential parcels and therefore will not be subject to the cost of providing police and fire protection services funded by Special Tax B. The tax rate is proposed to escalate each year at the greater of Consumer Price Index (CPI) or 2%. Smith Ranch Storage, LLC, has 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 in 1982, requesting the annexation of property to CFD No. 2013-1 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election.

The next step to annex the property to CFD No. 2013-1 is to publish a notice of public hearing of the proposed annexation as required by the Mello-Roos Act. A public hearing on the matter will take place on January 8, 2020 and at that time the Council will formally consider approval of Annexation No. 19.

FISCAL IMPACT:

The projected levy for FY 2019-20 is \$2,267.82 for the first year of maintenance services.

Submitted by:
Dan York
Assistant City Manager / City Engineer

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- 1) Resolution of Intention 2019-_____
- a) Description of Territory
- b) Description of Authorized Services
- c) Rate and Method of Apportionment
- d) Proposed Annexation Boundary Map
- e) Signed Petition, Waiver and Consent for Annexation
- f) Notice of Public Hearing
- g) Sample Ballot
- h) Maintenance Exhibit

RESOLUTION NO. 2019 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 19) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

WHEREAS, on March 12, 2014, the City Council (the "City Council") of the City of Wildomar (the "City") approved Resolution No. 2014-09 establishing Community Facilities District No. 2013-1 (Services) ("CFD No. 2013-1"), of the City of Wildomar, County of Riverside, State of California, for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City; and

WHEREAS, the City Council has received a written instrument from the landowner to initiate and conduct proceedings pursuant to the Mello-Roos Community Facilities District Act of 1982 (the "Act"), to annex territory into 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; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING EX OFFICIO AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) OF THE CITY OF WILDOMAR, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Intent to Annex. The City Council hereby declares that it proposes and intends to conduct proceedings pursuant to Article 3.5 of the Act for the annexation to CFD No. 2013-1 of the territory described in Exhibit A attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed into CFD No. 2013-1.

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

Section 3. Description of Territory Proposed to be Annexed, Annexation Map. The territory proposed to be annexed is included within the boundaries within which property may annex to CFD No. 2013-1 and is more particularly described and shown on that certain map entitled "Boundaries – Potential Annexation Area Community Facilities District No. 2013-1 (Services) of the City of Wildomar, County of Riverside, State of California," as recorded on February 18, 2014 in Book 76 of Maps of Assessment and Community Facilities District, Pages 65-67, and as Instrument No. 2014-0062325 in the official records of the County of Riverside. The territory proposed to be annexed to the CFD No. 2013-1 is described in Exhibit A attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Proposed Annexation Map No. 19, Community Facilities District No. 2013-1 (Services), City of Wildomar, County of Riverside, State of California," which is on file with the City Clerk (the "Annexation Map") and attached hereto as Exhibit D.

Section 4. Description of Authorized Services. The services proposed to be financed by CFD No. 2013-1 (the "Services") are described in Exhibit B attached hereto. The cost of providing the Services includes "administrative expenses," which include costs associated with the creation of CFD No. 2013-1, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2013-1. The Services authorized to be financed by CFD No. 2013-1 are in addition to those currently provided in the territory of CFD No. 2013-1 and do not supplant services already available within that territory.

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

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

Section 7. Public Hearing. The City Council hereby fixes 6:30 p.m., or as soon thereafter as practicable, on Wednesday, January 8, 2020, in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the proposed annexation of the said territory to the CFD No. 2013-1.

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

Section 9. Mailing Ballots. In anticipation of its action on Wednesday, November 13, 2019 to call the election on the annexation for the same date, pursuant to waiver of election time limits from the landowners, the City Council hereby authorizes the City Clerk to mail to each landowner in the territory proposed to be annexed to the CFD No. 2013-1 a ballot in substantially the form set forth in Exhibit G hereto. A copy of the waiver and consent form signed by the property owner is attached hereto as Exhibit E and incorporated herein by this reference.

PASSED, APPROVED, AND ADOPTED this 13th day of November, 2019.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales
Acting City Clerk

EXHIBIT A

DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED

DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED

The City of Wildomar Community Facilities District No. 2013-1 (Services) (the "CFD No. 2013-1") Annexation No. 19 is currently comprised of four parcels located within the city boundaries. The property is identified by the following Riverside County Assessor's Parcel Numbers (APNs).

APN	Owner Name
380-290-037	Smith Ranch Storage, LLC
380-290-038	Smith Ranch Storage, LLC
380-290-039	Smith Ranch Storage, LLC
380-290-040	Smith Ranch Storage, LLC

EXHIBIT B

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

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

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

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

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

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

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

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

EXHIBIT C

RATE AND METHOD OF APPORTIONMENT

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

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

“County” means the County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. ASSIGNMENT TO LAND USE CATEGORIES

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

C. MAXIMUM SPECIAL TAX RATES

1. Special Tax A

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

a. Developed Property

(i) Maximum Special Tax A

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

TABLE 1
Maximum Special Tax A Rates

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

(ii) Increase in the Maximum Special Tax A

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

(iii) Multiple Land Use Categories

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

b. Approved Property

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

TABLE 2
Maximum Special Tax A Rates

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

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

c. Undeveloped Property

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

TABLE 3
Maximum Special Tax A Rates

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

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

2. Special Tax B

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

a. Developed Property

(i) Maximum Special Tax B

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

TABLE 4
Maximum Special Tax B Rates

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

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

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

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

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

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

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

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

2. Special Tax B

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

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

E. FUTURE ANNEXATIONS

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

F. TERM OF SPECIAL TAX

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

G. EXEMPTIONS

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

H. APPEALS

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

I. MANNER OF COLLECTION

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

EXHIBIT A

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

COST ESTIMATE

Maintenance Services - The estimate breaks down the costs of providing one year's maintenance services for FY 2019-2020. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2013-1.

**TAX ZONE 21 – Annexation 19
PA 16-0138**

Item	Description	Estimated Cost
1	Lighting	\$337
2	Streets	\$1,352
3	Drainage	\$200
4	Reserves	\$189
5	Administration	\$189
Total		\$2,267.00

Safety Services – Tax Zone 21 consists of non-residential parcels and therefore will not be subject to the cost of providing police and fire protection services funded by Special Tax B.

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
9	11	PM 36080	2018-19	\$3,302.61 / Acre	N/A	CK-HS Partners, LLC / SNDH Partners, LLC
10	12	PM 32833	2017-18	\$1,418.22 / RU	\$244.00 / RU	Wildomar Housing Partners, LLC
11	13	PM 36653	2017-18	\$333.00 / RU	\$282.46 / RU	Benson Residential
12	14	LLA 2016-005	2018-19	\$2,325.03 / Acre	N/A	Sunbelt Rentals
13	15	CUP/PP 15-0013	2019-20	\$3,330.26/Acre	N/A	Clinton Keith Village
14	16	CUP 16-0095	2019-20	\$1,513.72/Acre	N/A	Big Easy RV Boat Storage
15	17	TR 32726	2019-20	\$1,012.37 / RU	\$311.41 / RU	Hacienda Properties, LLC
16	18	PM 32257	2019-20	\$3,301.26/Acre	N/A	Tesoro Refining & Marketing Co LLC
17	19	TR 32024	2019-20	\$1,073.91/RU	\$311.41/RU	KB Home Coastal Inc.
18	20	PM 36492	2019-20	\$2,503.60/ Acre	N/A	Rancon Medical and Education Center, LLC
19	21	PA 16-0138	2019-20	\$253.39/ Acre	N/A	Smith Ranch Storage, LLC

APPROVED PROPERTY

Annexation	Tax Zone	Tract	Fiscal Year	Maximum Special Tax A	Subdivider
19	21	PA 16-0138	2019-20	\$253.39/ Acre	Smith Ranch Storage, LLC

UNDEVELOPED PROPERTY

Annexation	Tax Zone	Tract	Fiscal Year	Maximum Special Tax A	Subdivider
19	21	PA 16-0138	2019-20	\$253.39/ Acre	Smith Ranch Storage, 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.

EXHIBIT B

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

DESCRIPTION OF AUTHORIZED SERVICES

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

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

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

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

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

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

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

EXHIBIT C

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

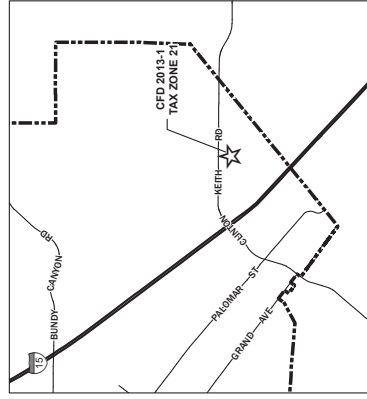
PROPOSED ANNEXATION MAP NO. 19
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
CITY OF WILDOMAR,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

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

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

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

CITY CLERK
CITY OF WILDOMAR



THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2019-20.



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

CITY CLERK
CITY OF WILDOMAR

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

FEE: ____ NO.: ____ COUNTY CLERK, RECORDER
PETER ALDANA, ASSESSOR,
BY: ____ DEPUTY

Legend

- ANNEXATION AREA BOUNDARY
- PARCEL LINE
- CITY BOUNDARY
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER
- (21) TAX ZONE



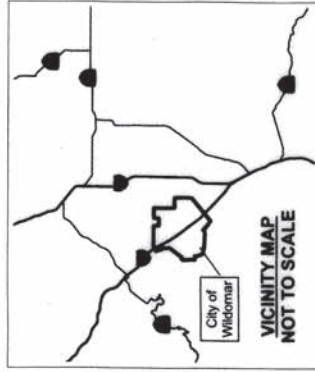
BOUNDARIES - POTENTIAL ANNEXATION AREA **COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)** **CITY OF WILDOMAR**

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

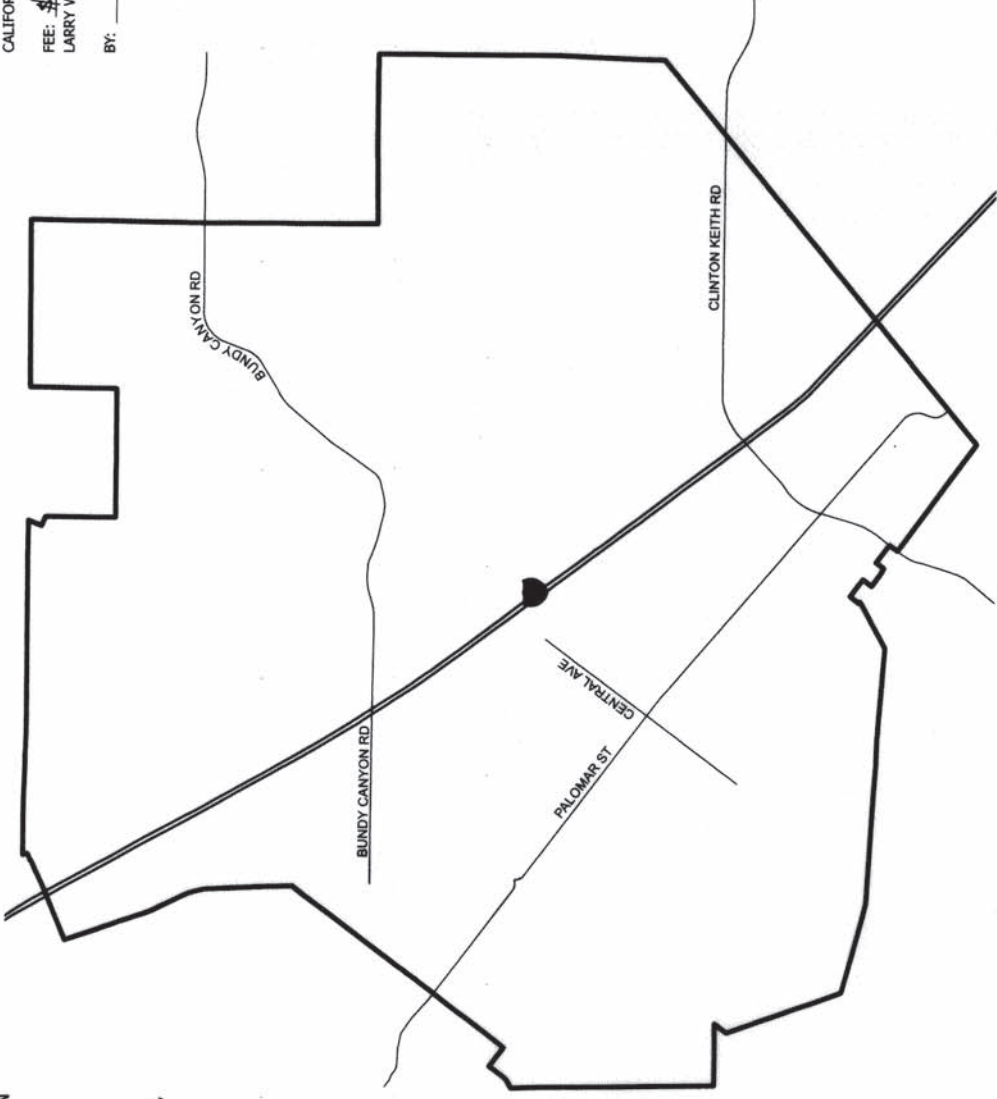


LEGEND
 — ANNEXATION AREA BOUNDARY



RECORDED THIS 14th DAY OF FEBRUARY, 2014
 AT THE HOUR OF 1:12 O'CLOCK PM IN BOOK 76
 PAGE 48 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

EXHIBIT E

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

**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 3 day of SEPT., 2019.

[NAME OF LANDOWNER] Smith Ranch Storage LLC

By: 
Name: Sam Yoo
Title: Manager

OWNER'S PROPERTY:

TRACT MAP OR PARCEL MAP NO.
or PROJECT NO. _____

OWNER'S MAILING ADDRESS:

27431 Enterprise Circle W. #201
Temecula, CA 92590

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

City Clerk of the City Council of the
City of Wildomar

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of RIVERSIDE)

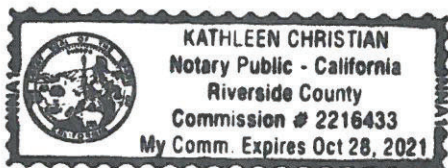
On 9-3-19 before me, KATHLEEN CHRISTIAN, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared SAM YOO
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 Kathleen Christian
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.) _____ 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.

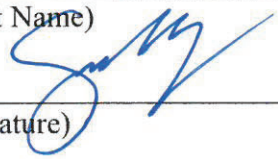
DATED:

9-3-19

OWNER(S):

Smith Ranch Storage LLC by Sam Yoo

(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 RIVERSIDE)

On 9-3-19 before me, KATHLEEN CHRISTIAN, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared SAM YOO
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 Kathleen Christian
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: _____

EXHIBIT F

NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX
TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT
(ANNEXATION NO. 19)**

NOTICE IS HEREBY GIVEN that the City Council of the City of Wildomar on November 13, 2019 adopted its Resolution No. 2019-__, in which it declared its intention to annex territory to existing Community Facilities District No. 2013-1 (Services) (the "CFD No. 2013-1"), and to levy a special tax to pay for certain maintenance services, all pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD No. 2013-1 is proposed.

NOTICE IS HEREBY FURTHER GIVEN that the City Council has fixed 6:30 p.m., or as soon thereafter as practicable, Wednesday, January 8, 2020 in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the establishment of CFD No. 2013-1. At the hearing, the testimony of all interest persons for or against the annexation of the territory or the levying of the special taxes will be heard.

DATED: _____, 20__

Acting City Clerk of the City of Wildomar

EXHIBIT G

SPECIAL ELECTION BALLOT

**SPECIAL TAX ELECTION
CITY OF WILDOMAR**

**ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 19**

(January 8, 2020)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 19 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>
Smith Ranch Storage, LLC	9.33	10

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

This special tax ballot is for the use of the property owner of the parcels identified below, which parcels are located within the territory proposed to be annexed to the CFD No. 2013-1, City of Wildomar, County of Riverside, State of California. Please advise the City Clerk, at (951) 677-7751 x 210 if the name set forth below is incorrect or if you are no longer one of the owners of these parcels. This special tax ballot may be used to express either support for or opposition to the proposed special tax. To be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

Mail

Delivery: If by mail, place ballot in the return envelope provided, and mail no later than December 25, 2019, two calendar weeks prior to the date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

Personal

Delivery: If in person, deliver to the City Clerk at any time up to 5:00 p.m. on January 8, 2020, 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 January 8, 2020.

Very truly yours,

Janet Morales
Acting City Clerk
City of Wildomar

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT

Name & Address of Property Owner:	Assessor's Parcel Number(s):
Smith Ranch Storage, LLC Attn: Sam Yoo, Manager 27431 Enterprise Circle W. #201 Temecula, CA 92590	380-290-037 380-290-038 380-290-039 380-290-040

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 19

MARK 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 November 13, 2019 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Map No. 19 of Community Facilities District No. 2013-1 (Services) City of Wildomar" to finance certain services as set forth in Section 4 to the Resolution (including incidental expenses) and shall an appropriation limit be established for Community Facilities District No. 2013-1 (Services) in the amount of special taxes collected?	YES _____ NO _____

Certification for Special Election Ballot

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

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

Sam Yoo
Manager

Signature

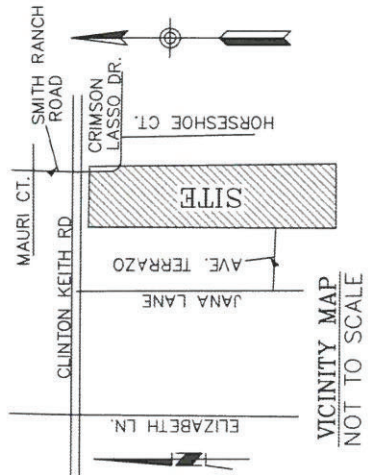
Print Name

Title

EXHIBIT H
MAINTENANCE EXHIBIT

PLOT PLAN NO. 16-0138

MAINTENANCE EXHIBIT
CITY OF WILDOMAR

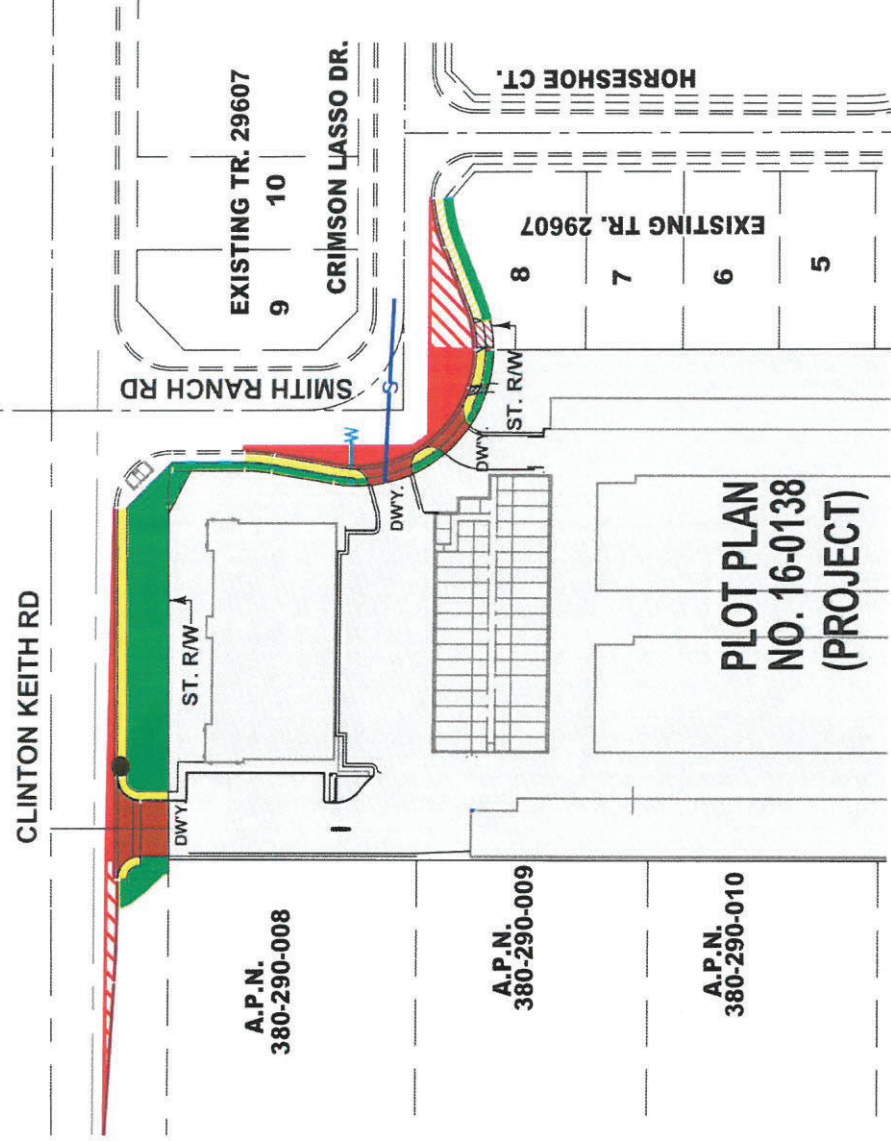


CFD (CITY) MAINTENANCE RESPONSIBILITY		
LEGEND	ITEM	QUANTITY
123323	SIDEWALK UNDERDRAIN	1 EA.
	STREET LIGHT	1 EA.
	STREET PAVEMENT (FRONTAGE)	2634 SF
	SIDEWALK (FRONTAGE)	2155 SF
	DRIVEWAY (FRONTAGE)	1950 SF
S	SIGNAL TIMING RE-PROGRAM	1 EA.
	SIGNING AND STRIPING	1 L.S.
	CURB AND GUTTER	470 L.F.

NON-CFD (CITY) MAINTENANCE RESPONSIBILITY		
LEGEND	ITEM	QUANTITY
	STREET PAVEMENT	2251 SF
	SIDEWALK	493 SF
	DRIVEWAY	207 SF
	CURB AND GUTTER/AC BERM	270 L.F.

EVMWD MAINTENANCE RESPONSIBILITY		
LEGEND	ITEM	QUANTITY
W	WATER	28 L.F.
S	SEWER	120 L.F.

OWNER MAINTENANCE RESPONSIBILITY		
LEGEND	ITEM	QUANTITY
	LANDSCAPING	7784 SF



TRANS-PACIFIC CONSULTANTS

27431 ENTERPRISE CIR. WEST #201
TEMECULA CA 92590
TEL. (951) 676-7000

EXHIBIT B

PROPOSED MAINTENANCE AREAS
COMMUNITY FACILITIES DISTRICT

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.9
CONSENT CALENDAR
Meeting Date: November 13, 2019

TO: Mayor and City Council Members

FROM: James Riley, Administrative Services Director

SUBJECT: Changes to the Position Classification Schedule

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2019 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADDING THE SENIOR PLANNER POSITION AND UPDATING THE
POSITION CLASSIFICATION SCHEDULE FOR THE NEWLY CREATED POSITION

BACKGROUND/DISCUSSION:

The City does not have a Senior Planner position classification currently in its Position Classification Schedule. This proposed addition would establish a senior general level position to the Planning Department and give the City and department flexibility to recruit the most appropriate candidate to fill the vacancy in the department that has recently taken place.

FISCAL IMPACTS:

None at this time.

Submitted By:
James Riley
Administrative Services Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENT:

Resolution

RESOLUTION NO. 2019 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADDING THE SENIOR PLANNER POSITION AND UPDATING THE POSITION CLASSIFICATION SCHEDULE FOR THE NEWLY CREATED POSITION

WHEREAS, The City of Wildomar was incorporated July 1, 2008 and adopted Ordinance 08-14 establishing the Personnel Rules and at the City Council meeting of October 13, 2010, the Ordinance was repealed and replaced by Ordinance 53, adding Chapter 2.07 to the Wildomar Municipal Code establishing the City of Wildomar Personnel Rules and;

WHEREAS, on June 18, 2014, the City Council of the City of Wildomar approved Ordinance No. 96 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 2.36 (PERSONNEL SYSTEM) OF THE WILDOMAR MUNICIPAL CODE;"

WHEREAS, Ordinance No. 96 amended Chapter 2.36 of the Wildomar Municipal Code and the City's Personnel Rules are to be adopted by resolution of the City Council; and

WHEREAS, Ordinance No. 96 among other things, states that the City Council shall have the authority to adopt, amend or repeal the Personnel Rules and the Human Resources Officer shall have authority to prepare and recommend revisions to the Personnel Rules and;

WHEREAS, The Human Resources Officer of the City of Wildomar recommends that the classification plan be updated to include the addition of a Senior Planner which will allow promotional opportunities within the Planning Department along with establishing an advanced-level position within the professional planning series.

NOW, THEREFORE, BE IT RESOLVED that the Senior Planner position is added to the position classification schedule and shall be set forth on the following schedules:

Exhibit "A" Senior Planner Description
Exhibit "B" Position Classification Schedule

BE IT FURTHER RESOLVED that the additions and changes to the Position Classification Schedule contained in this resolution shall become effective on November 13, 2019.

PASSED, APPROVED AND ADOPTED this 13th day of November, 2019.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales
Acting City Clerk

The City of Wildomar

CLASSIFICATION DESCRIPTION

Class Title: Senior Planner	Department: Planning
Pay Grade: 26	Class: General, Non-Exempt
Salary: \$84,523 to \$105,558 Annually	
Effective: Nov. 14, 2019	Revised: n/a

GENERAL PURPOSE

Under general direction, administers complex current and advance planning activities, including serving as project manager for complex development applications and special projects; administers specified activities in such areas as current and advance planning, and environmental impact studies, code compliance and reviews; provides zoning and land use information and assistance to property owners, developers, contractors, and the public; provides complex professional assistance to the Planning Director; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Planning Director. Exercises technical and functional direction over and provides training to lower-level staff.

CLASS CHARACTERISTICS

This is the advanced-level classification in the professional planning series responsible for performing the most complex work assigned to the series. Incumbents regularly work on tasks which are varied and complex, requiring considerable discretion and independent judgment. Positions in the classification rely on experience and judgment to perform departmental day-to-day administrative functions, including project management and the review of current or advanced planning projects. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines and methods to complete assignments. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements.

ESSENTIAL DUTIES AND RESPONSIBILITIES

(The following is used as a partial description and does not restrict the duties required.)

The Senior Planner essential duties and responsibilities include the following:

- Serves as project manager for multiple complex current and/or long-range planning projects and special planning studies, including in-depth application and plan review and analysis.
- Coordinates with applicants to obtain additional information and project changes, prepares legal notices, posts notices on sites, conducts background research,

prepares staff reports, attends public hearings and makes presentations, monitors implementation measures and conditions of approval, checks submittals for building plan checks, and inspects development and capital improvement sites at the beginning and upon completion of the project.

- Compiles, analyzes findings and prepares recommendations in written form for projects, including project analysis and conditions for permit approval or denial.
- Plans and directs the work of planning staff on assigned projects; reviews the work of assigned staff for accuracy, completeness, and compliance with policies, procedures, and standards; participates in staff training activities; prepares drafts of new or revised departmental processes and procedures and submits recommendations for review and approval.
- Interprets and applies federal, state, and local laws, rules, and regulations to ensure that public and private projects are in compliance, including the California Environmental Quality Act (CEQA), City ordinances, specific plans, design specifications, and local guidelines and procedures.
- Interacts and communicates with a variety of individuals and groups at the public zoning counter, in the field, over the telephone, through email, at public hearings, and in discussion forums, including other City departments and public agencies, elected and appointed City officials, developers, consultants, architects, engineers, attorneys, appraisers, real estate agents, property owners, and the general public for the purpose of obtaining or providing information, coordinating activities, processing projects, negotiating plan changes, and formulating recommendations.
- Conducts environmental review and analyses; reviews specialized planning support studies for incorporation into environmental review documents; evaluates conclusions of environmental impact reports and prepares recommendations.
- Writes requests for proposals for environmental consulting services; participates in the consultant interview process; makes recommendations on project award; evaluates and oversees environmental consulting agreements and project budgets.
- Compiles, analyzes and evaluates data related to the City's population, housing needs, income level, transit needs, etc., for use in projecting planning requirements.
- Develops recommendations, reports, maps, charts, graphics, and other information and documentation for presentation to the Planning Commission, Advisory Committees, and City Council.
- Reviews and analyzes a variety of permits, applications, and petitions for compliance to planning regulations, codes, and ordinances.
- Participates in project meetings and conferences with commissions, committees, government agencies, and other groups; provides technical staff support to various City commissions.
- Makes presentations to the public, special districts, and agencies as requested.
- Receives and responds to inquiries, requests for assistance, and complaints regarding division and department projects, policies, and procedures.

- Prepares a variety of periodic and special reports regarding assigned activities.
- Assists in the development and administration of goals, objectives, policies, and procedures related to the division; drafts formalized policies and procedures with supervisory confirmation.
- Observes and complies with all City and mandated safety rules, regulations, and protocols.
- Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

- Principles and practices of employee supervision, including work planning, delegation, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Modern principles, practices, and technical and legal issues of urban and regional planning, zoning, urban economics, demographics, and environmental planning and program management.
- Geographic, socioeconomic, transportation, financial, political, environmental, and other elements related to public planning projects.
- Comprehensive plans and current planning processes and the development process.
- Philosophy, trends, principles, and techniques of planning programs.
- Principles and methods of urban and regional planning, zoning, and land development.
- Technical reporting requirements associated with planning programs.
- Biological and environmental issues associated with urban and regional planning and land use development.
- Applicable federal, state, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- Techniques for effectively representing the City and department in contacts with governmental agencies, governing bodies, community groups, various business, professional, educational and regulatory organizations, and with property owners, developers, contractors, and the public.
- Project management and contract administration principles and techniques.
- Principles of advanced mathematics and their application to planning work.
- Geographic Information Systems technology.

- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- City and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Interpret and explain complex planning and zoning projects and programs to the public.
- Assimilate both technical and theoretical concepts from many diverse disciplines and apply the knowledge in creative and intuitive ways to solve unique problems.
- Evaluate the suitability of projects to specific sites and surrounding areas.
- Interpret land use maps, legal descriptions, construction and grading plans, and other technical and office data accurately.
- Effectively organize and manage large or specialized planning projects.
- Analyze complex problems, evaluate alternatives, and make sound recommendations in support of goals.
- Effectively represent the department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations and individuals.
- Prepare and present clear, concise, and logical written and oral reports, correspondence, policies, procedures, and other written material.
- Perform required mathematical computations with accuracy.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.

- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

DESIRED MINIMUM QUALIFICATIONS

Required Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Equivalent to a Bachelor's degree from an accredited college or university with major course work urban planning, geography, environmental designs, public administration or a closely related field.
- Four (4) years of increasingly responsible planning experience is desired for an Associate Planner (planning internships are acceptable). At least two years of responsible professional municipal experience in the field of current or advanced planning.
- Must have excellent skills in MS Word, Excel, Access and PowerPoint.

LICENSES AND CERTIFICATIONS

- Possession of, or ability to obtain and maintain, a valid California Driver's License or other means that would allow for the ability to commute to meetings, conduct site visits, and attend other special events throughout the county may be required at the time of hire.

PHYSICAL DEMANDS

When assigned to an office environment, must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone; ability to stand and walk between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 25 pounds.

When assigned to field inspection, must possess mobility to work in changing site conditions; possess the strength, stamina, and mobility to perform light to medium

physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend, to climb and descend ladders; and to operate a motor vehicle and visit various City sites; vision to inspect site conditions and work in progress. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards, with exposure to hazardous materials in some site locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 40 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

TOOLS AND EQUIPMENT USED

Personal computer including word processor, data software, telephone, fax machines, and electronic copiers.

Approval: _____
Human Resources Manager

City of Wildomar
Position Classification Schedule - Revised for Additional Positions Added
November 2019

Current Pay Grade	Classification	FLSA Status	Group	Career Family	Date
25	Accounting Manager	Exempt	Mgmt	Accounting	1/9/2019
2	Administrative Aide I	Non-Exempt	General	Administration	1/9/2019
5	Administrative Aide II	Non-Exempt	General	Administration	1/9/2019
14	Administrative Analyst	Non-Exempt	General	Administration	1/9/2019
18	Administrative Analyst II	Non-Exempt	General	Administration	1/9/2019
23	Administrative Analyst - Senior	Non-Exempt	General	Administration	1/9/2019
9	Administrative Assistant	Non-Exempt	General	Administration	1/9/2019
37	Administrative Services Director	Exempt	Mgmt	Administration	1/9/2019
8	Animal Services Officer	Non-Exempt	General	Animal Control	1/9/2019
15	Animal Services Supervisor	Non-Exempt	General	Animal Control	1/9/2019
15	Assistant City Clerk	Non-Exempt	General	City Clerk	1/9/2019
18	Assistant Planner	Non-Exempt	General	Planning	1/9/2019
40	Assistant City Manager	Exempt	Exec	Administration	1/9/2019
23	Associate Planner	Non-Exempt	General	Planning	1/9/2019
16	Building Inspector I	Non-Exempt	General	Building	1/9/2019
18	Building Inspector II	Non-Exempt	General	Building	1/9/2019
30	Building Official	Exempt	Mgmt	Building	1/9/2019
29	City Clerk	Exempt	Mgmt	City Clerk	1/9/2019
32	City Engineer	Exempt	Mgmt	Engineering	1/9/2019
Contract	City Manager	Exempt	Exec	City Manager	1/9/2019
12	Code Enforcement Officer I	Non-Exempt	General	Code	1/9/2019
14	Code Enforcement Officer II	Non-Exempt	General	Code	1/9/2019
37	Community Services Director	Exempt	Mgmt	Community Services	1/9/2019
22	Community Services Manager	Exempt	Mgmt	Community Services	1/9/2019
12	Development Services Technician	Non-Exempt	General	Building	1/9/2019
30	Economic Development Director	Exempt	Mgmt	Economic Development	4/10/2019
23	Economic Development Manager	Exempt	Mgmt	Economic Development	1/9/2019
30	Finance Manager	Exempt	Mgmt	Finance	6/26/2019
37	Finance Director	Exempt	Mgmt	Finance	1/9/2019
8	Groundsworker I	Non-Exempt	General	Maintenance	1/9/2019
10	Groundsworker II	Non-Exempt	General	Maintenance	1/9/2019
12	Groundsworker- Senior	Non-Exempt	General	Maintenance	1/9/2019
1	Intern I (Undergraduate)	Non-Exempt	General	varies	1/9/2019
7	Intern II (Graduate)	Non-Exempt	General	varies	1/9/2019
16	Manager of Operations and Maintenance	Exempt	Mgmt	Maintenance	1/9/2019
24	Parks, Community Services, and Cemetery District Manager	Exempt	Mgmt	Maintenance	6/26/2019
37	Planning Director	Exempt	Mgmt	Planning	1/9/2019
16	Plans Examiner	Non-Exempt	General	Building	1/9/2019
37	Public Works Director	Exempt	Mgmt	Public Works	1/9/2019
1	Recreation Leaders I	Non-Exempt	General	Community Services	1/9/2019
7	Recreation Leader II	Non-Exempt	General	Community Services	1/9/2019
26	Senior Planner	Non-Exempt	General	Planning	11/13/2019

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: November 13, 2019

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. 17

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

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

RESOLUTION NO. 2019 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT
TO THE QUALIFIED ELECTORS THE QUESTIONS OF LEVYING
A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE
ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2013-1
(SERVICES) (ANNEXATION NO. 17)

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

RESOLUTION NO. 2019 - _____

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. 17)

BACKGROUND:

On October 9, 2019, the City Council adopted Resolution No. 2019-64, 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. 17. A public hearing was set for November 13, 2019 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 October 10, 2019, at 2:56 p.m. in Book 84, Page 37, Document No. 2019-0409125 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 owner, KB Home Coastal, Inc. of a residential Tract 32024 containing 20.65 acres within the City, has requested that the City annex this territory into CFD No. 2013-1 (Services) to cover the costs associated with the maintenance of public improvements. The improvements proposed to be maintained include items such as landscaping and lighting, street maintenance, water quality improvements and trails maintenance.

The area proposed within Annexation No. 17 will encompass seventy residential units in Tract 32024, with a FY 2019-20 maximum annual tax of \$1,385.32 per unit, per year. The tract proposed to be annexed into CFD No. 2013-1 will be included in Tax Zone 19. This tax rate includes a Maximum Special Tax A of \$1,073.91 per unit per year for maintenance services of public facilities, and Maximum Special Tax B of \$311.41 per unit per year for safety services. Both of these tax rates are proposed to escalate each year. Maximum Special Tax A will increase by the greater of Consumer Price Index (CPI) or 2% and Special Tax B will increase by the greater of CPI or 5%. KB Home Coastal, Inc., has 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 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to conduct the election

FISCAL IMPACT:

The projected levy for FY 2019-20 is \$75,173.82 for the first year of maintenance services. Special Tax B will generate \$21,798.70 once all 70 units are developed.

Submitted by:
Dan York
Assistant City Manager/City Engineer

Approved by:
Gary Nordquist
City Manager

Attachments:

Resolution Calling an Election
Resolution Declaring Results

RESOLUTION NO. 2019-_____
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. 17)

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. 2014-16 declaring the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the proposition presented, and such proposition passed; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code as amended (the "Act"), to annex territory into an existing community facilities district by complying with the procedures set forth in said Article 3.5; and

WHEREAS, the City Council on October 9, 2019, duly adopted Resolution No. 2019-64 (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 November 13, 2019; and

WHEREAS, the territory proposed to be annexed is identified in the map entitled "Annexation Map No. 17 Community Facilities District No. 2013-1 (Services)" a copy of which was recorded, on October 10, 2019, in book 84 of Maps of Assessment and Community Facilities Districts at Page 37, 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 November 13, 2019, 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 November 13, 2019, 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 28, 2019 (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 November 13, 2019. 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 November 13, 2019, 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 13th day of November, 2019.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales
Acting City Clerk

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

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

“County” means the County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. ASSIGNMENT TO LAND USE CATEGORIES

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

C. MAXIMUM SPECIAL TAX RATES

1. Special Tax A

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

a. Developed Property

(i) Maximum Special Tax A

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

TABLE 1
Maximum Special Tax A Rates

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

(ii) Increase in the Maximum Special Tax A

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

(iii) Multiple Land Use Categories

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

b. Approved Property

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

TABLE 2
Maximum Special Tax A Rates

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

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

c. Undeveloped Property

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

TABLE 3
Maximum Special Tax A Rates

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

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

2. Special Tax B

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

a. Developed Property

(i) Maximum Special Tax B

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

TABLE 4
Maximum Special Tax B Rates

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

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

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

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

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

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

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

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

2. Special Tax B

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

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

E. FUTURE ANNEXATIONS

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

F. TERM OF SPECIAL TAX

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

G. EXEMPTIONS

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

H. APPEALS

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

I. MANNER OF COLLECTION

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

EXHIBIT A

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

COST ESTIMATE

Maintenance Services - The estimate breaks down the costs of providing one year's maintenance services for FY 2019-20. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2013-1.

**TAX ZONE 19 – Annexation 17
Track Map 32024**

Item	Description	Estimated Cost
1	Landscape Maintenance	\$22,277.00
2	Streets & Pavement Management	\$13,235.58
3	Street Lighting Expenses	\$4,194.05
4	Drainage Maintenance	\$11,606.61
5	Parks	\$12,530.00
6	Trail Maintenance	\$697.60
7	Graffiti	\$127.31
8	Reserve Fund	\$4,038.86
9	Administration and Expenses	\$6,466.81
Total		\$75,173.82

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:

- \$311.41 per residential unit

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
9	11	PM 36080	2018-19	\$3,302.61 / Acre	N/A	CK-HS Partners, LLC/ SNDH Partners, LLC
10	12	PM 32833	2017-18	\$1,418.22 / RU	\$244.00 / RU	Wildomar Housing Partners, LLC
11	13	PM 36653	2017-18	\$333.00 / RU	\$282.46 / RU	Benson Residential
12	14	LLA 2016-005	2018-19	\$2,325.03 / Acre	N/A	Sunbelt Rentals
13	15	CUP/PP 15-0013	2019-20	\$3,330.26 / Acre	N/A	Clinton Keith Village
14	16	CUP 16-0095	2019-20	\$1,513.72/Acre	N/A	Big Easy RV Boat Storage
15	17	TR 32726	2019-20	\$1,012.37 / RU	\$311.41 / RU	Hacienda Properties, LLC
16	18	PM 32257	2019-20	\$3,301.26 / Acre	N/A	Tesoro Refining & Marketing Co LLC
17	19	TR 32024	2019-20	\$1,073.91 / RU	\$311.41/RU	KB Home Coastal Inc.

APPROVED PROPERTY

Annexation	Tax Zone	Tract	Fiscal Year	Maximum Special Tax A	Subdivider
17	19	32024	2019-20	\$1,073.91 / RU	KB Home Coastal Inc.

UNDEVELOPED PROPERTY

Annexation	Tax Zone	Tract	Fiscal Year	Maximum Special Tax A	Subdivider
17	19	32024	2019-20	\$3,640.38 / Acre	KB Home Coastal Inc.

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.

EXHIBIT B

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

DESCRIPTION OF AUTHORIZED SERVICES

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

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

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

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

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

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

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

EXHIBIT C

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

COPY

84/37

SHEET 1 OF 1 SHEET

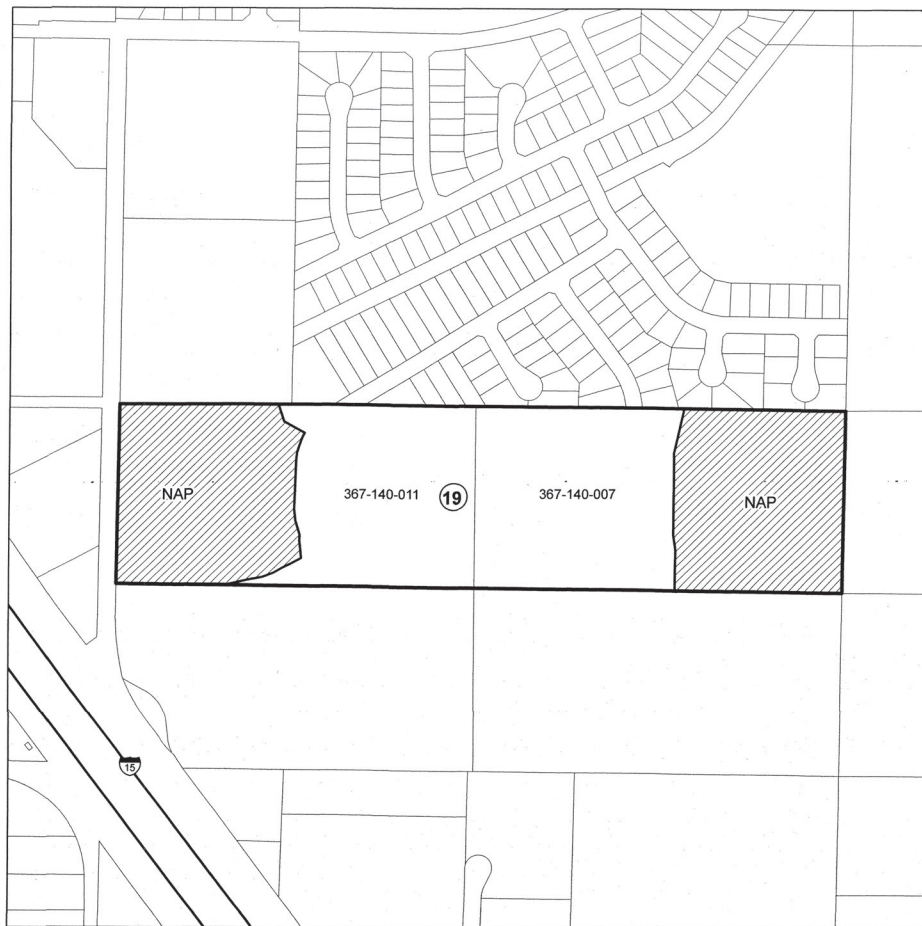
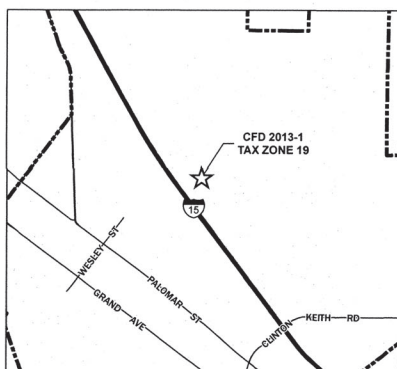
PROPOSED ANNEXATION MAP NO. 17
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
CITY OF WILDOMAR,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

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

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON FEBRUARY 18, 2014, IN BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITY 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 9th DAY OF Oct., 2019, BY RESOLUTION NO. 2019-64

Jamie Morales
CITY CLERK
CITY OF WILDOMAR



FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 9th DAY OF Oct., 2019.

Jamie Morales
CITY CLERK
CITY OF WILDOMAR

RECORDED THIS 10 DAY OF October, 2019 AT THE HOUR OF 2:56 O'CLOCK P.M. IN BOOK 84 PAGE 37 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: 9.00 NO.: 2019-0409125
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: Alam R.
DEPUTY

Legend

- ANNEXATION AREA BOUNDARY
- FUTURE PARCEL LINE
- PARCEL LINE
- CITY BOUNDARY
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER
- (19) TAX ZONE



THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2019-20.

0 250 500 1,000 Feet



76
68

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 12th DAY OF Feb., 2014, BY ITS RESOLUTION NO. 2014-07.

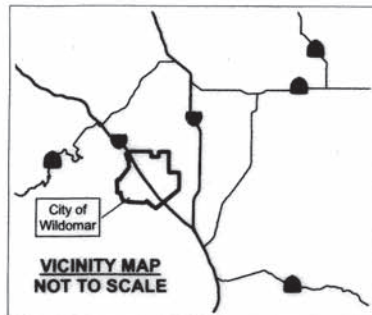
Shirley A. Lee

CITY CLERK
CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR,
THIS 13th DAY OF Feb., 2014

Shirley A. Lee

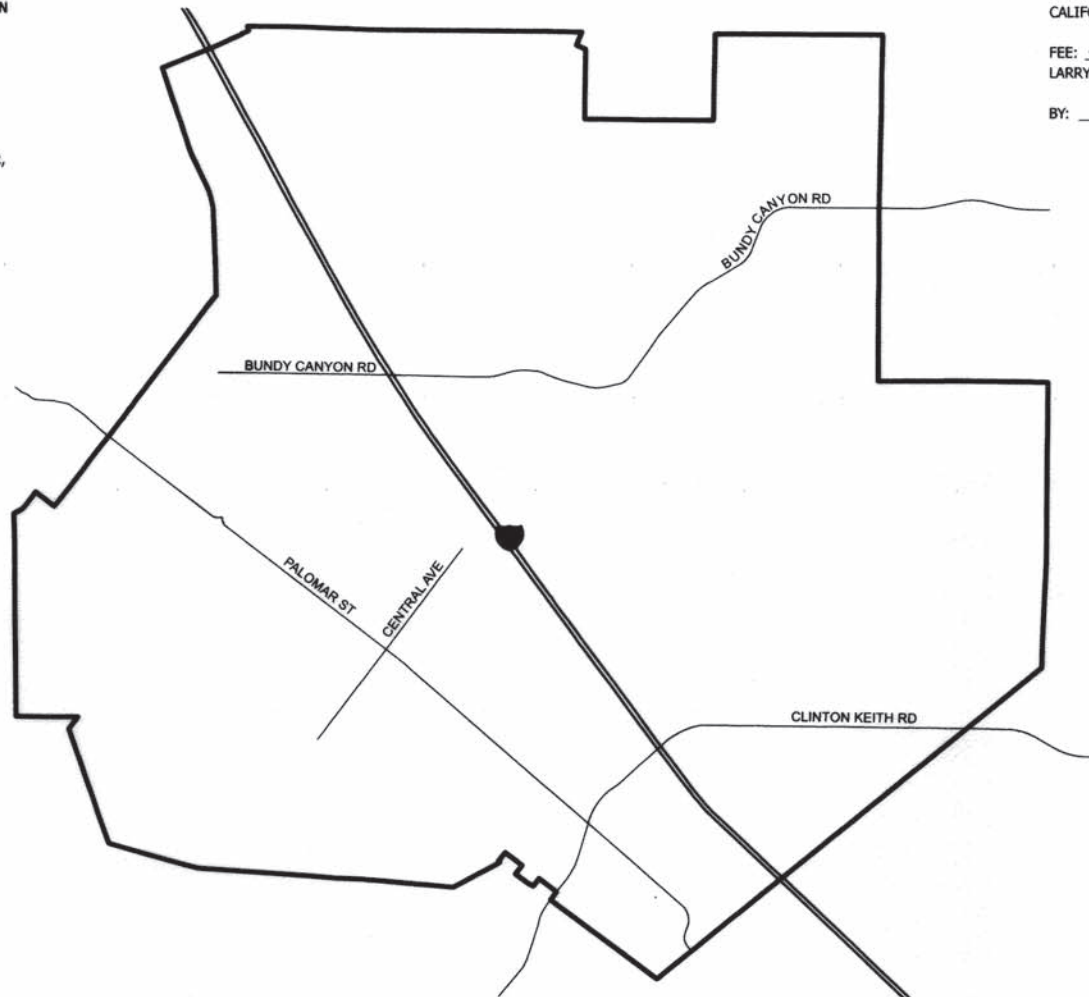
CITY CLERK
CITY OF WILDOMAR



LEGEND

— ANNEXATION AREA BOUNDARY

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



RECORDED THIS 18th DAY OF FEBRUARY, 2014
AT THE HOUR OF 1:12 O'CLOCK P.M. IN BOOK 76
PAGE 68 OF MAPS OF ASSESSMENT AND COMMUNITY
FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY
RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA.

FEE: \$10.00 NO.: 2014-0062326
LARRY W. WARD, ASSESSOR, COUNTY CLERK, RECORDER

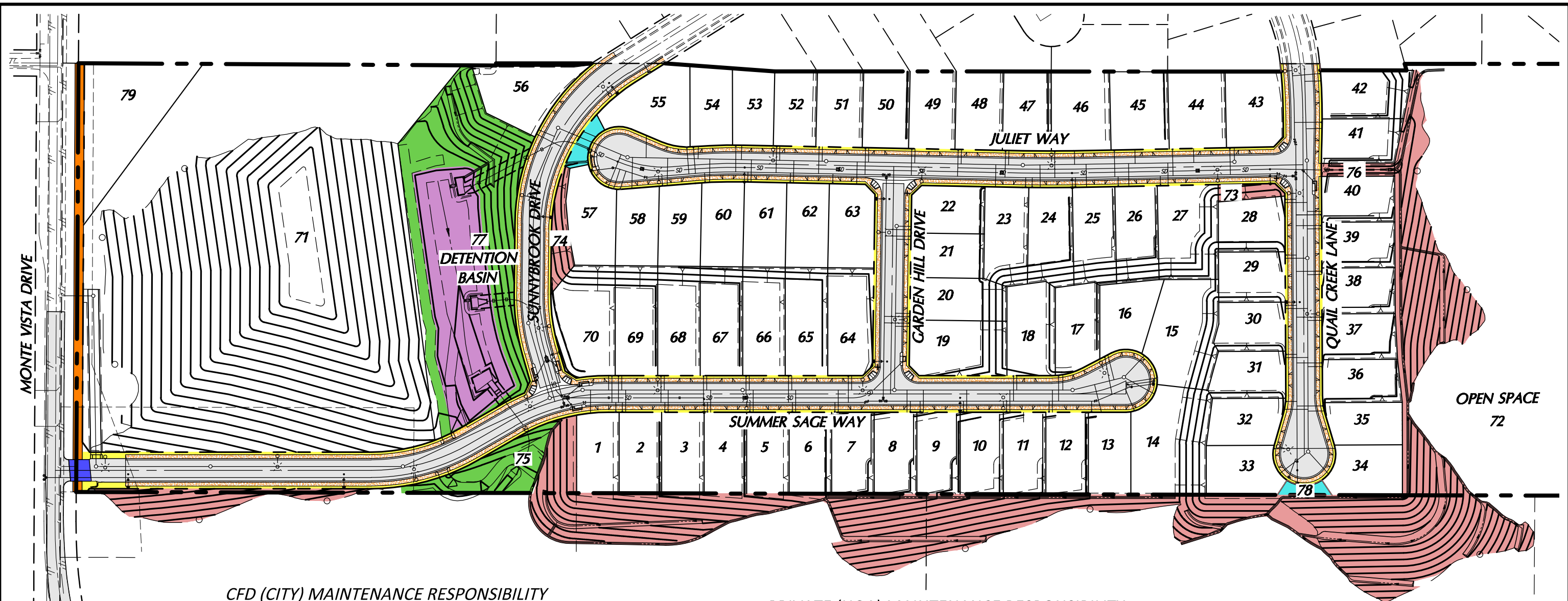
BY: Debra
DEPUTY

ALBERT A.
WEBB
ASSOCIATES
ENGINEERS/CONSULTANTS






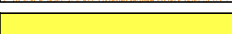






NOT TO SCALE

W.O. 13-0124



CFD (CITY) MAINTENANCE RESPONSIBILITY

	STORM DRAIN INLET	7 EA.
	STORM DRAIN	2,455 LF
	STREET LIGHT (LED)	
	ERL1-1-02-B3-27-A-GRAY-L, 14-W	23 EA.
	STREET PAVEMENT	160,400 SF
	SIDEWALK	49,700 SF
	STREET PARKWAY	34,100 SF
	DETENTION WATER QUALITY BASIN	37,200 SF
	BASIN SLOPES	50,000 SF
	INTERIM BRIDGE	1 EA. (1,041 SF)
	TRAIL	8,720 SF (625 LF)

PRIVATE (HOA) MAINTENANCE RESPONSIBILITY

	SLOPES	168,300 SF
	LANDSCAPE	3,200 SF

PROJECT ACREAGE

PROJECT ACREAGE 39.8 ACRES

TOTAL NO. OF LOTS

TOTAL LOTS (O.S.)	9
TOTAL LOTS (SFR)	70
TOTAL LOTS	79

MONTE VISTA RANCH
TR 32024

PROPOSED CFD MAINTENANCE
EXHIBIT

Drawn By: JS
Checked By: FH
Scale: AS NOTED

DATE: SEPTEMBER 12, 2019

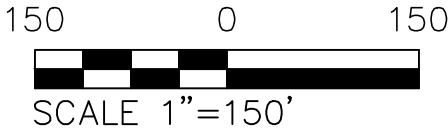
DWG. NO. 1

OF 1 SHEET



ENGINEERING
LAND PLANNING
SURVEYING

357 N. SHERIDAN STREET
SUITE 117
CORONA, CALIFORNIA 92880
TEL. (951) 279-1800
FAX (951) 279-4380



REBECCA SPENCER
Registrar of Voters



ART TINOCO
Assistant Registrar of Voters

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

CERTIFICATE OF REGISTRAR OF VOTERS

State of California)
) ss
County of Riverside)

I, **Rebecca Spencer**, Registrar of Voters of said County, hereby certify that:

(A) I have been furnished a map describing the proposed boundary of Community Facilities District No. 2013-1 (Services), Annexation No. 17, of the City of Wildomar, of the County of Riverside, State of California;

(B) On August 28, 2019, I conducted, or caused to be conducted, a review of the voter registration records of the County of Riverside for the purpose of determining the number of voters registered to vote within the proposed boundary of Community Facilities District No. 2013-1 (Services), Annexation No. 17, of the City of Wildomar, of the County of Riverside.

(C) There are 0 registered voters residing within the proposed boundary of Community Facilities District No. 2013-1 (Services), Annexation No. 17, of the City of Wildomar, of the County of Riverside.

IN WITNESS WHEREOF, I have executed this Certificate on this 28th day of August 2019.

Rebecca Spencer
Registrar of Voters

By: 
Art Tinoco
Assistant Registrar of Voters

**SPECIAL TAX ELECTION
CITY OF WILDOMAR**

**ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 17**

(November 13, 2019)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 17 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>
KB Home Coastal, Inc.	20.65	21

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

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

Mail

Delivery: If by mail, place ballot in the return envelope provided, and mail no later than October 30, 2019, two calendar weeks prior to the date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

Personal

Delivery: If in person, deliver to the City Clerk at any time up to 5:00 p.m. on November 13, 2019, at the Clerk's office at 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595.

However delivered, this ballot must be received by the City Clerk prior to the close of the public meeting on November 13, 2019.

Very truly yours,

Janet Morales
Acting City Clerk
City of Wildomar

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT

Name & Address of Property Owner:	Assessor's Parcel Number(s):
KB Home Coastal, Inc. Attn: Heidi McBroom 36310 Inland Valley Drive Wildomar, CA 92595	367-140-007 and 367-140-011

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 17

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

<u>SPECIAL TAX BALLOT MEASURE</u>	MARK "YES" OR "NO" WITH AN "X":
Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates and apportioned as described in Exhibit C to the Resolution Declaring its Intention to Annex Territory to Community Facilities District No. 2013-1 (Services) adopted by the City Council on October 9, 2019 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Map No. 17 of Community Facilities District No. 2013-1 (Services) City of Wildomar" to finance certain services as set forth in Section 4 to the Resolution (including incidental expenses) and shall an appropriation limit be established for Community Facilities District No. 2013-1 (Services) in the amount of special taxes collected?	YES _____ NO _____

Certification for Special Election Ballot

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

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

Heidi McBroom

Signature

Print Name

Title

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 17

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 28, 2019 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
KB Home Coastal, Inc.	21	21		

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 _____, 2019.

Janet Morales
Acting 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 22 day of October, 2018.

KB HOME COASTAL, INC.

By: 
Name: SCOTT HANSEN
Title: VP of Forward Planning

OWNER'S PROPERTY:

TRACT MAP NO. 32024

OWNER'S MAILING ADDRESS:

36310 Inland Valley Drive

Wildomar, CA 92595

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

City Clerk of the City Council of the
City of Wildomar

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Riverside

On October 22, 2018 before me, Brittney Lobo, Notary Public, personally appeared Scott Hansen, 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.



Brittney Lobo



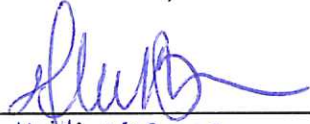
(SEAL)

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 22 day of October, 2018.

KB HOME COASTAL, INC.

By: 
Name: Heidi McBroom
Title: Director, Forward Planning

OWNER'S PROPERTY:

TRACT MAP NO. 32024

OWNER'S MAILING ADDRESS:

36310 Inland Valley Drive

Wildomar, CA 92595

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

City Clerk of the City Council of the
City of Wildomar

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Riverside

On October 22, 2018 before me, Brittney Lobo, Notary Public, personally appeared Heidi McBroom, 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.



Brittney Lobo



(SEAL)

RESOLUTION NO. 2019-_____

**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. 17**

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 November 13, 2019, 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 November 13, 2019, 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. 2019-64 adopted by the City Council on October 9, 2019. The boundaries of the territory annexed are shown on the map entitled, "Annexation Map No. 17 Community Facilities District No. 2013-1 (Services)" a copy of which was recorded, on October 10, 2019, in Book 84 of Maps of Assessment and Community Facilities Districts at Page 37, 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 13th day of November, 2019.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales
Acting City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.2
PUBLIC HEARING
Meeting Date: November 13, 2019

TO: Mayor and Members of the City Council

FROM: Matthew Bassi, Planning Director

SUBJECT: Zoning Ordinance Amendment 19-02 – Organic Waste Code Amendment

STAFF REPORT

RECOMMENDATION:

The Planning Commission recommends 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, ADOPTION OF A GENERAL RULE EXEMPTION IN ACCORDANCE WITH SECTIONS 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 19-02 AMENDING CHAPTER 17.172 (GENERAL PROVISIONS) AND CHAPTER 8.104 (SOLID WASTE COLLECTION AND DISPOSAL) OF THE WILDOMAR MUNICIPAL CODE TO MODIFY THE REGULATIONS PERTAINING TO COMMERCIAL AND MULTI-FAMILY TRASH ENCLOSURES FOR ORGANIC WASTE PRODUCTS

BACKGROUND:

In October 2014 Governor Brown signed AB 1826 Chesbro (Chapter 727, Statutes of 2014), requiring commercial businesses and multi-family developments to recycle their organic waste on and after April 1, 2016. This law also requires that waste haulers providing services to local jurisdictions coordinate with businesses to implement an organic waste recycling program to help divert organic waste generated by businesses. Organic waste, as defined by AB 1826 includes food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

According to the state, recycling of organic waste is the next step toward achieving California's recycling and greenhouse gas (GHG) emission goals. According to the Cal Recycles 2014 waste report, California disposes approximately 30 million tons of waste in landfills each year, of which more than 30 percent could be used for compost or mulch.

Organic waste such as green materials and food materials are recyclable through composting and mulching, and through anaerobic digestion, which can produce renewable energy and fuel.

Reducing the amount of organic materials sent to landfills and increasing the production of compost and mulch are part of the AB 32 (California Global Warming Solutions Act of 2006) Scoping Plan. After January 1, 2019, businesses that generate 4 cubic yards or more of commercial organic waste per week are mandated under this law to arrange for organic waste recycling pick-up services with a local service provider. To address the need to accommodate organic waste in bins, staff is proposing to modify the zoning ordinance to create standards for the design and placement of commercial and multi-family trash enclosures.

Planning Commission Review/Action:

The Planning Commission reviewed the draft ordinance for Zoning Ordinance Amendment No. 19-02 at its September 18, 2019 meeting. The Planning Department provided a presentation on the background and reason for the proposed code amendment. Upon conclusion of Commission discussion, it was motioned Vice-Chair Strong and seconded by Commissioner Bernard to adopt PC Resolution No. 2019-22 (5 – 0 vote) recommending City Council approval of Zoning Ordinance Amendment No. 19-02.

DISCUSSION:

The complete code amendment is provided for City Council consideration in Attachment A. The proposed changes will modify Chapter 8.104 (Solid Waste Collection and Disposal) Chapter 17.172 (General Provisions) of the Municipal Code pertaining to organic waste products and trash enclosures. A summary of the text changes are provided below:

Chapter 8.104:

- A new subsection (Chapter 8.104.430) will be added requiring commercial businesses and multi-family residential complexes (as defined in AB 1826) to recycle organic waste products. In some cases, the additional organic waste recycling bin may result in the need to increase the size of the trash enclosures. Under this scenario, a business owner would need to obtain a plot plan modification and comply with new standards outlined in Section 17.172.270 (see below).

Chapter 17.172:

- A new subsection (Chapter 17.172.270) will be added that requires commercial businesses and multi-family residential developments subject to the requirements of AB 1826 and who choose organic recycling services with one of the City's franchise waste to comply with the following standards:
 - A. Bins or containers used for organic waste recycling collection shall be stored inside an existing trash enclosure area. If the existing trash enclosure cannot

accommodate the extra waste bin or container, the business owner shall be required enlarge the trash enclosure subject to planning department approval of a substantial conformance application.

- B. Expansion of an existing trash enclosure, when required shall be constructed with the same materials and match the design and color of the existing trash enclosure.
- C. The expanded trash enclosure (and the existing enclosure) shall be completely covered to prevent rain from falling directly onto the trash containers or enclosure area to keep pollutants from flowing into the city's stormwater system in compliance with the San Diego Regional Water Quality Control Board requirements.
 - a) The roof cover shall be solid and sloped in all directions so that wind-blown rain will not enter the interior of the trash enclosure storage area.
 - b) Stormwater runoff from the roof cover shall drain away from the enclosure area.
 - c) A grade break or other acceptable design feature shall be used to prevent water run-off from entering the trash enclosure area.
 - d) Where feasible, runoff from the roof of the enclosure area shall drain to a landscape area, or other stormwater treatment system, before discharging to the storm drain system.
 - e) Where feasible, there shall be no storm drain inlets located inside the enclosure area.
 - f) Where feasible, the trash enclosure areas shall be plumbed to the sanitary sewer so that waste spills, leaks, and wastewater from trash bin washouts do not run out of the enclosure area and into the storm drain system.
- D. Signage outlining best management practices (BMP's) shall be posted by the business owner inside the trash enclosure area. The signage shall be identified on the trash enclosure plans, for city review and approval. Signage shall list the following minimum requirements:
 - a. Trash enclosure areas shall be kept free of debris and liquid waste at all times.
 - b. Spills and leaks shall be cleaned up immediately using a spill kit and/or other approved method approved by the Public Works Department.
 - c. Trash waste container lids shall be closed at all times when not actively in use.
 - d. Washing down of the trash enclosure area is not permitted unless the runoff is captured and properly disposed.
 - e. FOG waste (Fats, Oils, and Grease) is prohibited from being stored in the trash enclosure.

ENVIRONMENTAL/CEQA DISCUSSION:

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. 19-02. This evaluation indicated no potential for significant impacts on the environment since the proposed ordinance amendment results in the modification to the Wildomar Municipal Code to require larger trash enclosures to accommodate organic waste bins required as part of AB 1826.

As a result, adoption of this code amendment can be exempted from environmental review pursuant to CEQA Guidelines Section 15061(b)(3) which states 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. Therefore, the Planning Commission, in exercising its independent judgment, can recommend City Council find that adoption of this Zoning Ordinance Amendment No. 19-02 is not subject to the California Environmental Quality Act (CEQA) as stated above.

ZOA NO. 19-02 FINDINGS OF FACT:

In accordance with the provisions of Chapter 17.280 of the Wildomar Municipal Code, the Planning Commission recommends the City Council make the following finding in support of approving Zoning Ordinance Amendment No. 19-02.

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

Evidence: The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance in that the proposed amendment establishes requirements related to trash enclosures for organic waste collection and recycling for commercial businesses generating four (4) cubic yards of organic waste. The proposed standards will help to protect the waste water system, and increase recycling of waste in accordance with AB 1826. Further, the proposed amendment is consistent with and, will further the goals and policies of the General Plan related to recycling.

PUBLIC NOTICING:

In accordance with Chapter 17.04 of the Wildomar Municipal Code, the Planning Department on November 1, 2019, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the November 13, 2019 City Council hearing where the Council would discuss Zoning Ordinance Amendment No. 19-02. Since this code amendment is not a development project, the provisions of Ordinance 135 requiring a public hearing sign board does not apply.

FISCAL IMPACT:

No fiscal impact.

Submitted By:
Matthew Bassi
Planning Director

Approved By:
Gary Nordquist
City Manager

ATTACHMENTS:

A. City Council Ordinance for ZOA No. 19-02

ATTACHMENT A
Draft City Council Ordinance

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, ADOPTION OF A GENERAL
RULE EXEMPTION IN ACCORDANCE WITH SECTIONS
15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL
QUALITY ACT (CEQA) AND APPROVAL OF ZONING
ORDINANCE AMENDMENT NO. 19-02 AMENDING CHAPTER
17.172 (GENERAL PROVISIONS) AND CHAPTER 8.104
(SOLID WASTE COLLECTION AND DISPOSAL) OF THE
WILDOMAR MUNICIPAL CODE TO MODIFY THE
REGULATIONS PERTAINING TO COMMERCIAL AND MULTI-
FAMILY TRASH ENCLOSURES FOR ORGANIC WASTE
PRODUCTS**

WHEREAS, the Planning Commission has recommended to the City Council an amendment to Chapters 8.104 and 17.172 of the Wildomar Municipal Code regarding regulations for commercial businesses generating four (4) cubic yards or more of organic waste; and

WHEREAS, in accordance with Chapter 17.280 of the Wildomar Municipal Code, the City Council, upon recommendation to the Planning Commission has the authority to review Zoning Ordinance Amendment No. 19-02; and

WHEREAS, the Planning Commission held a public hearing on September 18, 2019 for Zoning Ordinance Amendment No. 19-02, and adopted PC Resolution No. 2019-22 recommending City Council approval of Zoning Ordinance Amendment No. 19-02; and

WHEREAS, in accordance with the Section 17.04 of the Wildomar Municipal Code, the Planning Department, on November 1, 2019 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the City Council public hearing set for November 13, 2019 regarding Zoning Ordinance Amendment No. 19-02; and

WHEREAS, in accordance with Section 17.280 of the Wildomar Municipal Code, the City Council conducted a duly noticed public hearing November 13, 2019, at which time interested persons had an opportunity to testify in support of, or opposition to Zoning Ordinance Amendment No. 19-02, and at which time the City Council received public testimony concerning Zoning Ordinance Amendment No. 19-02.

**THE CITY COUNCIL OF THE CITY OF WILDOMAR HEREBY DOES ORDAIN
AS FOLLOWS:**

SECTION 1. CEQA 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. 19-02. This evaluation indicated no potential for significant impacts on the environment since the proposed ordinance amendment results in the modification to the Wildomar Municipal Code to require larger trash enclosures to accommodate organic waste bins required as part of AB 1826. As a result, adoption of this code amendment can be exempted from environmental review pursuant to CEQA Guidelines Section 15061(b)(3) which states 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. Therefore, the City Council, upon recommendation from the Planning Commission, has determined that Zoning Ordinance Amendment No. 19-02 has no potential to negatively impact the environment, and hereby adopts this general rule exemption as stated above.

SECTION 2. REQUIRED ZONING ORDINANCE AMENDMENT FINDING.

In accordance with the provisions of Chapter 17.280 of the Zoning Ordinance, the City Council, upon recommendation of the Planning Commission, hereby makes the following finding for approval of Zoning Ordinance Amendment No. 19-02.

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

Evidence: The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance in that the proposed amendment establishes requirements related to trash enclosures for organic waste collection and recycling for commercial businesses generating four (4) cubic yards of organic waste. The proposed standards will help to protect the waste water system, and increase recycling of waste in accordance with AB 1826. Further, the proposed amendment is consistent with and, will further the goals and policies of the General Plan related to recycling.

SECTION 3. AMENDMENT TO THE MUNICIPAL CODE

Chapter 8.104 of the Wildomar Municipal Code is hereby amended to add a new subsection to read as follows:

8.104.430 Organic Waste Recycling

Commercial businesses and multi-family residential complexes (as defined by AB 1826) shall comply with the organic waste recycling provisions of AB 1826. Any changes to existing trash enclosures to accommodate organic waste recycling bins shall comply with the standards outlined in Section 17.172.270 of this code.

SECTION 4. AMENDMENT TO THE MUNICIPAL CODE

Chapter 17.172 of the Wildomar Municipal Code is hereby amended to add a new subsection to read as follows:

17.172.270 Organic Waste Trash Enclosures:

Commercial businesses and multi-family residential developments that subscribe to organic waste recycling services with the City's franchise waste haulers or otherwise engage in organic waste recycling shall comply with the following standards:

- A. Bins or containers used for organic waste recycling collection shall be stored inside an existing trash enclosure area. If the existing trash enclosure cannot accommodate the extra waste bin or container, the business owner shall be required enlarge the trash enclosure subject to planning department approval of a substantial conformance application.
- B. Expansion of an existing trash enclosure, when required shall be constructed with the same materials and match the design and color of the existing trash enclosure.
- C. The expanded trash enclosure (and the existing enclosure) shall be completely covered to prevent rain from falling directly onto the trash containers or enclosure area to keep pollutants from flowing into the city's stormwater system in compliance with the San Diego Regional Water Quality Control Board requirements.
 - a) The roof cover shall be solid and sloped in all directions so that wind-blown rain will not enter the interior of the trash enclosure storage area.
 - b) Stormwater runoff from the roof cover shall drain away from the enclosure area.
 - c) A grade break or other acceptable design feature shall be used to prevent water run-off from entering the trash enclosure area.
 - d) Where feasible, runoff from the roof of the enclosure area shall drain to a landscape area, or other stormwater treatment system, before discharging to the storm drain system.
 - e) Where feasible, there shall be no storm drain inlets located inside the enclosure area.
 - f) Where feasible, the trash enclosure areas shall be plumbed to the sanitary sewer so that waste spills, leaks, and wastewater from trash bin washouts do not run out of the enclosure area and into the storm drain system.
- D. Signage outlining best management practices (BMP's) shall be posted by the business owner inside the trash enclosure area. The signage shall be identified on the trash enclosure plans, for city review and approval. Signage shall list the following minimum requirements:

- a. Trash enclosure areas shall be kept free of debris and liquid waste at all times.
- b. Spills and leaks shall be cleaned up immediately using a spill kit and/or other approved method approved by the Public Works Department.
- c. Trash waste container lids shall be closed at all times when not actively in use.
- d. Washing down of the trash enclosure area is not permitted unless the runoff is captured and properly disposed.
- e. FOG waste (Fats, Oils, and Grease) is prohibited from being stored in the trash enclosure

SECTION 5. SEVERABILITY.

If any Chapter, 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 Chapter, 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 6. EFFECTIVE DATE.

This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 7. 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 Chapter 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 Chapter 39633(c)

INTRODUCED AND APPROVED FOR FIRST READING this 13th, day of November, 2019.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
Acting City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: November 13, 2019

TO: Mayor and City Council Members

FROM: Matthew Bassi, Planning Director

SUBJECT: CEQA Negative Declaration Budget for Cannabis Ordinance (ZOA 19-04)

STAFF REPORT

RECOMMENDATION:

Staff recommends the City Council take the following action:

Appropriate \$56,000 from General Fund Balance increasing the Cannabis Code Amendment Budget (Account # 100-430-4300-52128) to prepare the required Negative Declaration for the Cannabis Code Amendment (ZOA No. 19-04).

DISCUSSION:

The City Council at their June 26, 2019 meeting approved a “decision package” request by the Planning Department to prepare a code amendment to establish zoning and licensing regulations for cannabis businesses. The Council approved a budget of \$50,000 to cover the cost for city staff and city attorney’s office to research and prepare the code amendment. This amount assumed the code amendment would meet the criteria for “General Rule Exemption” in accordance with Section 15061(b)(3) of the CEQA guidelines.

However, on August 22, 2019, the California Supreme Court ruled in *Medical Marijuana Patients, Inc. v. City of San Diego* that the adoption of an ordinance permitting and regulating cannabis businesses is a “project” subject to CEQA review. The Court found that San Diego’s ordinance had the potential to cause direct and/or indirect physical changes in the environment, because prior to the ordinance’s adoption, dispensaries were completely prohibited and the adoption of the ordinance created the potential for “the establishment of a sizable number of retail businesses of an entirely new type” that could hypothetically result in construction and traffic pattern changes. Because the City’s proposed ordinance is a considered a “project” under CEQA, environmental review is required, unless another exemption can be used. Currently, there is no statutory or categorical exemption that squarely applies to the adoption of the city’s cannabis ordinance. The State allowed a statutory exemption to be used to adopt a cannabis ordinance previously, but that provision was temporary and expired on July 1, 2019. Consequently, the city’s cannabis ordinance must be subject to environmental review, and an Initial Study must be prepared. Staff anticipates that adoption of a Negative Declaration (ND) in accordance with Section 15070 of the CEQA guidelines will suffice.

Our on-call contract environmental consultant (Mark Teague, PlaceWorks, Inc.) has prepared a scope of work and budget to accomplish this task. Staff and the City Attorney have reviewed the proposed scope of work and determined it is consistent with the requirements to prepare a Negative Declaration. PlaceWorks budget is proposed at \$43,924. The City Attorney's cost estimate is \$7,000, while staff's cost is \$5,076. The total budget needed to prepare the Negative Declaration for the cannabis code ordinance (ZOA No. 19-04) will be \$56,000.

FISCAL IMPACT:

The City Council appropriated \$50,000 for ZOA No. 19-04 in the Fiscal Year 2019/20 general fund budget to prepare the cannabis code amendment. The cost to prepare the Negative Declaration is \$56,000. This will bring the total budget to prepare the cannabis code amendment to \$106,000.

Submitted By:
Gary Nordquist
City Manager

Approved By:
Thomas D. Jex
City Attorney

ATTACHMENTS:

- A. PlaceWorks, Inc. Scope of Work/Budget for Negative Declaration.

ATTACHMENT A

PlaceWorks, Inc. Scope of Work/Budget for Negative Declaration

October 22, 2019

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

Subject: ND Proposal for the Commercial Cannabis Ordinance

Dear Mr. Bassi:

Thank you for this opportunity to provide our scope and cost to prepare environmental documentation for the proposed change to the Zoning Ordinance to allow commercial cannabis sales. Because the revision will add a conditional use to existing C-1/CP, C-P-S, I-P and M-SC Zones, much of the conventional initial study can be easily dismissed without detailed technical studies. We will need to conduct an analysis of:

- Traffic (PlaceWorks Traffic Generation Memorandum)

While we understand that this is expansion of existing conditional uses in the associated zone districts that will require individual discretionary actions and therefore future CEQA compliance, the recent *Union of Medical Marijuana Patients, Inc. v. City of San Diego*, court decision suggests that we cannot wait until the applications are submitted to analyze the environmental impacts. Based on the current draft of the ordinance, and discussion with you, we believe that the appropriate level of environmental compliance is a negative declaration.

Project Understanding

The proposed project includes an ordinance change that would allow cultivation and sale of cannabis within certain commercial areas of the City. As proposed the ordinance would only allow sales within the C-1/CP, C-P-S, I-P and M-SC zone districts. The ordinance would also establish exclusion zones from public and private schools, licensed commercial daycare, and youth centers. While each location would be subject to a conditional use permit and development agreement, we will need to evaluate cumulative impacts of one or more sales locations.

Approach

Because we don't know exactly where the sales locations will be, we will first determine where they can be located and estimate how many may occur within the City limits. The sales locations will be fully described from the physical to the operational characteristics. These characteristics will be compared to the existing conditions at potential area that would qualify for sales, and the impacts estimated. The document will describe how existing ordinances, standard conditions of approval, and compliance with state permitting will address environmental impacts. In addition, the document will describe the process whereby future projects will be subject to environmental review as part of the conditional use permit.

Scope for CEQA Compliance

TASK 1 – PROJECT INITIATION

Task 1.1 Research and Investigation

PlaceWorks 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. The PlaceWorks team will evaluate the necessary information with respect to the proposed project and identify any data gaps. PlaceWorks will also meet with the city management team to discuss potential issues associated with the project, as well as to evaluate the possible locations based on the requirements of the draft ordinance.

Task 1.2 Technical Reports

PlaceWorks will prepare a traffic memorandum that will demonstrate the potential trips generated by the dispensaries allow us to determine if significant impacts could occur. As all locations are within commercially designated zones, and the retail uses are like others allowed by right, we do not anticipate a need to complete a site-specific traffic study as the existing assumed traffic is greater than what would be generated by the proposed use. PlaceWorks will discuss the traffic assumptions with the Public Works Department to ensure that all potential impacts are evaluated. Based on conversations with the City, we do not believe that other technical reports are needed for the proposed ordinance change.

TASK 2 – ENVIRONMENTAL DOCUMENTATION

Task 2.1 Administrative Draft Initial Study #1

PlaceWorks will prepare an Initial Study with the latest CEQA Appendix G checklist that will include a description of the proposed project and detailed analysis of each of the project phases and their respective impacts on the below environmental areas:

Aesthetics	Hazards and Hazardous	Transportation
Agriculture and Forestry	Materials	Tribal Cultural Resources
Resources	Hydrology/Water Quality	Utilities and Service Systems
Air Quality	Land Use and Planning	Wildfire
Biological Resources	Mineral Resources	Mandatory Findings of
Cultural Resources	Noise	Significance
Energy	Population and Housing	
Geology and Soils	Public Services	
Greenhouse Gas Emissions	Recreation	

The IS/ND will include detailed explanations of all CEQA checklist determinations and discussions of potential environmental impacts. The analysis shall be in accordance with Sections 15063, 15070 and 15072 of the CEQA Guidelines. The IS/ND will identify and discuss the project location, environmental setting, existing uses onsite and in the vicinity, a project description, relevant background/history information, and previous environmental documentation, as applicable.

The IS/ND will be prepared utilizing the City's preferred format. A discussion of the existing environmental baseline conditions will be provided for each issue area. The IS/ND 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. Findings will be clearly substantiated for each checklist question to explain the basis for the

assessment of No Impact, Less Than Significant Impact, Less Than Significant with Mitigation Incorporated, or Potentially Significant Impact. At this point we do not believe that the change in the ordinance will require mitigation measures. The IS/ND will identify standard conditions of approval, and ordinances that the City routinely uses to address environmental impacts, however each site will be unique, and subsequent environmental review will be required as part of the Conditional Use Permit needed for each potential dispensary. The IS/ND will discuss the approach and probable future environmental analysis but will not speculate as to impacts.

The analysis will be based on available literature, including but not limited to the City's General Plan and Municipal Code; consultation with the management team; and technical analyses listed above. PlaceWorks will submit the first screen check draft IS/ND to the City for review and comment. PlaceWorks will respond to the first screen check draft of the City. As this is a new land use, the scope includes time for coordination with the City Attorney and staff regarding the use, operational characteristics and level of analysis.

Task 2.2 Public Review Draft IS/ND

PlaceWorks will revise the screencheck draft IS/ND and prepare the Public Review Draft IS/ND 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. PlaceWorks will prepare and submit the NOC to the State Clearinghouse and the NOA to the City for proper noticing and distribution. In addition, PlaceWorks will draft an Agency Letter, similar in text to the NOA, and mail it out along with CDs containing the IS/ND and its appendices, to the agencies provided by the City.

Task 2.3 Responses to Public Comments/Final IS/ND

Upon completion of the public review period, PlaceWorks will provide written responses to written comments received on the Draft IS/ND during the public review period. Following City review of the Responses to Comments, PlaceWorks will make final revisions based on one round of City comments. This task assumes a total of 40 hours to respond to the comments on the Draft IS/ND. The estimate of the level of effort in responding to comments is based on a high level of public controversy.

PlaceWorks will respond to one round of comments from the City and will revise the responses prepared as needed. PlaceWorks will make final revisions to the response to comments and IS/ND, as appropriate. PlaceWorks will prepare a "proof" Final IS/ND for approval by the City. The Final IS/ND will include the responses to comments, any text changes to the IS/ND shown in strikeout/underline format.

Task 2.5 Notice of Determination

PlaceWorks will prepare a Notice of Determination (NOD) for the project, based on the findings of the IS/ND. PlaceWorks assumes the City will file the NOD with the County Clerk within 5 days of project approval and adoption of the ND. PlaceWorks also assumes the City will be responsible for all filing fees.

TASK 3 – AB 52 CONSULTATION

Consultation for Senate Bill (SB) 18 and Assembly Bill (AB) 52 and Section 21080.3.1 of CEQA is a government to government process and must be initiated by the local government agency. Typically, the process includes a written request from 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 written 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. The SB-18 process is required because the project includes a General Plan Amendment.

TASK 4 – MEETINGS AND HEARINGS

Project meetings and hearings include, but are not limited to, the following:

- » Conference Call Meeting with City staff to review comments on Administrative Draft Initial Study #1
- » Meeting with City staff to responses to comments
- » Planning Commission Hearing
- » City Council Hearing

Additional meeting attendance by PlaceWorks will be billed on a time-and-materials basis in accordance with the hourly rates for the personnel involved.

TASK 5 – PROJECT MANAGEMENT AND COORDINATION

PlaceWorks' project manager will coordinate closely with the City, public agencies, and the project team to ensure that the CEQA documents are legally defensible, accurate, and useful tools for decision makers when considering the approval of the project. The project manager will be the key contact for the City and will be responsible for (1) task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) consultation and coordination with local, state, and federal agencies relative to the environmental document and the environmental review process; (3) coordination and communications with the project team to ensure that City policies, procedures, and any applicable codes are complied with and, where applicable, are incorporated into the environmental documents; (4) ensuring that the environmental review process satisfies the statutes and guidelines of CEQA and the City's CEQA procedures; and (5) representing the consultant team in public meetings and project progress meetings if requested by the City.

If the schedule is extended beyond the anticipated time frame for reasons beyond the control of PlaceWorks, additional time for ongoing project management would be incurred, and an adjustment to our cost estimate may be required.

Proposed Schedule

Table 1, *Proposed Schedule*, provides a breakdown of the CEQA schedule. Note that the timeline does not include time for City review and revision. The CEQA schedule would begin once PlaceWorks receives the notice to proceed. We have been informed to assume an expedited schedule in order to meet the planning commission hearing January 2020.

Table 1. Proposed CEQA Schedule

TASK	APPROX. DURATION WEEKS
Task 1 – Project Initiation	1 ^a
Task 2 – Environmental Documentation	
Task 2.1 Administrative Draft	4
Task 2.2 Public Review Draft and 30-day Review	8
Task 2.3 Responses to Comments	2
Task 2.4 MMRP	1 ^a
Task 3 – AB 52 Consultation	Ongoing
Task 4 – Meetings and Hearings	Ongoing

Table 1. Proposed CEQA Schedule

TASK	APPROX. DURATION WEEKS
Task 5 – Project Management and Coordination	Ongoing
Approximate Total Time from Authorized Start Date	14^b

^a prepared concurrent with other tasks and does not affect schedule

^b does not include review time by City

Cost Estimate

The proposed fee assumes the preparation of one Initial Study to support a Negative Declaration for the project. PlaceWorks projects a cost to not exceed \$59,924 (see Table 2, *Proposed Fee*). As previously mentioned, we are willing to refine our scope of work and associated cost estimates to best meet the City's needs.

Table 2. Proposed Fee

TASK	COST
Task 1 – Project Initiation	\$1,120
Task 2 – Admin Draft IS/ND	\$26,990
Task 3 – Public Draft IS/ND & Distribution	\$5,560
Task 4. – Response to Comments & NOD	\$3,520
Task 5. - Project Management and Public Meetings	\$5,710
Subtotal: Labor	\$42,900
REIMBURSABLES (COPIES & MAILING ONLY)	
IS/ND (10 hardcopies, 20 CDs)	\$525
Misc. Printing, Postage, and Deliveries	\$499
Mileage	\$0
Subtotal: Reimbursables	\$1,024
GRAND TOTAL	\$43,924

Note: Budget does not include filing the NOD or the \$2,404.75 fee for filing the NOD (County administration fee \$50 + \$2,354.75 2019 CDFW fee).

Printing, postage and delivery costs are estimates and will be charged at actual cost.

Acknowledgment

This proposal shall remain valid for a period of 90 days from the time of submittal. We look forward to working with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact me at 858.776.554.

Thank you for the opportunity to propose on this project.



Respectfully submitted,

PLACEWORKS

A handwritten signature in blue ink, appearing to read "M Teague", written over the printed name and title.

Mark Teague, AICP
Associate Principal

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: November 13, 2019

TO: Mayor and City Council Members

FROM: Matthew Bassi, Planning Director

SUBJECT: Establishment of a Housing and Regional Growth Vision Subcommittee

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council select and approve two Councilmembers to serve on a temporary ad-hoc Subcommittee providing guidance to staff as part of the city's Housing Element and SCAG Regional Growth Forecast Visioning efforts.

DISCUSSION:

At the June 26, 2019 City Council budget meeting, the City Council approved a Planning Department "decision package" to research and prepare the 2021 – 2029 Housing Element update and EIR. Recently, the City applied for, and was awarded, \$160,000 in SB 2 housing grant funds to prepare a zoning consistency program and multi-family objective design standards. The Planning Department will begin this work effort within the next couple of weeks.

In January 2020, the state Housing and Community Development Department (HCD), under the legislative provisions of AB 101, will release a new Notice of Funding Availability (NOFA) for a 2nd round of "SB 2-like" housing grants. The Planning Department has been notified that Wildomar should receive approximately \$150,000 in non-competitive grant funds to support the city efforts and policies to address affordable housing.

Similarly, SCAG is progressing forward with its 2020 Regional Transportation Plan and Sustainable Communities Strategy ("Connect SoCal") which will affect our community. This regional plan looks to accommodate anticipated population growth and accounts for local conditions to help reduce congestion, lower the cost of housing production, increase transportation options, and improve air quality by 2045. While staff has been involved already, we must continue to be involved moving forward.

As a result of these housing program opportunities and regional transportation activities, potential impacts to the City's General Plan, Land Use Element and future funding considerations could result. Therefore, staff recommends that Council nominate and appoint two City Council members to this Ad-Hoc Subcommittee to assist city staff in this work effort moving forward. At the completion of this program, this subcommittee will disband.

Submitted By:
Matthew Bassi
Planning Director

Approved By:
Gary Nordquist
City Manager

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: November 13, 2019

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

PREPARED BY: Martin Haeberle, CBO, Building Official

SUBJECT: 2019 California Building Codes Adoption - Set Public Hearing

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Introduce an Ordinance entitled:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 8.28, 15.08, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, AND 15.52 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE) WITH SPECIFIED APPENDICES, AND INCLUDING ALL AMENDMENTS THERETO; AND DELETING CHAPTER 15.48.

2. Approve the first reading of Ordinance No. _____.
3. Set the public hearing for December 11, 2019, at 6:30 p.m., or as soon thereafter, to hear testimony in this matter.

BACKGROUND:

The California Building Standards Commission (CBSC) is the regulatory body that is responsible for the review and adoption of building standards to be used throughout the state of California. These regulations are the minimum standard used in order to preserve life, safety, and welfare in the construction, alteration, and repair of the built environment. The CBSC updates these codes every three years.

In July of 2019 the CBSC adopted the 2019 edition of the California Building Standards Code, which is based upon a group of codes promulgated by the International Code Council's (ICC) family of codes, the International Association of Plumbing and Mechanical Officials (IAPMO) and the National Fire Protection Association (NFPA). It is this collaboration of codes that make up the California Code of Regulations, Title 24, also known as the California Building Standards Code. The 2019 California Building Standards Code goes into effect on January 1, 2020.

Health & Safety Code Sections 17922 and 17958 mandate that counties and cities adopt an ordinance adopting by reference the California Building Standards Code. However, cities are allowed to make amendments to the California Building Standards Code due to the existence of unique regional and/ or local climatic, topographical or geographical conditions. Findings must be made supporting the amendments and submitted to the State Department of Housing and Community Development for confirmation.

The proposed ordinance adopts the 2019 California Building Standards Code by reference and makes certain amendments to the Code. Staff recommends only very minimal amendments to these Codes. The amendments proposed are primarily administrative in nature. Administrative amendments do not require findings supporting their adoption. The substantive amendments that are made are to the Fire Code and the Residential Code. The Amendments to the Residential Code are actually required by that Code (there is a blank table that the Code requires each agency to fill in). The amendments to the Fire Code were prepared by the Riverside County Fire Department and submitted to the City for adoption.

Government Code Section 50022.2 provides the procedures for adopting an ordinance that adopts by reference other codes. This section requires that a public hearing on the proposed ordinance be set after the first reading of the ordinance is conducted. In addition, Government Code Section 36934 provides that an ordinance can only be adopted at a regular or adjourned regular meeting of the City Council. The next available regular meeting to hold the public hearing and adopt the ordinance is December 11, 2019.

Submitted by:
Daniel York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 8.28, 15.08, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, AND 15.52 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE), WITH SPECIFIED APPENDICES, AND INCLUDING ALL AMENDMENTS THERETO; AND DELETING CHAPTER 15.48.

THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals.

1. The California Building Standards Commission adopts a comprehensive update to the California Building Standards Code, codified as Title 24 of the California Code of Regulations, every three years.

2. Under California Health and Safety Code section 17922(a), such building standards and regulations are substantially the same as those contained in the most recent editions of the International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, and National Electrical Code, and are distinguished by being referenced by the California version of the respective code.

3. The Commission has completed the 2019 update to the California Building Standards Code ("2019 Code") and made those updates available to the public by July 1, 2019.

4. The 2019 Code takes effect in all jurisdictions on January 1, 2020, under California Health and Safety Code section 17958 and 2019 California Building Code, Appendix Chapter 1, Section 101.4.

5. California Health and Safety code sections 17922 and 17958 mandate that counties and cities adopt ordinances and regulations imposing the same requirements as are contained in the 2019 Code.

6. The City is authorized by Health and Safety Code Sections 17958.7 and 18941.5 and California Government Code Section 50022.2 to adopt amendments to the 2019 Code in order to incorporate appendices, address unique administrative requirements of the City, and in order to modify building standards to the extent that the modifications are reasonably necessary because of local climatic, geological, or topographical conditions.

7. The City has previously adopted local amendments to previous versions of the California Building Standards Code, and codified those local amendments in Chapters 8.28, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, and 15.52

of the Wildomar Municipal Code.

8. On November 13, 2019, the City Council held first reading of an ordinance to amend Chapters 8.28, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, 15.40 and 15.52 of the Wildomar Municipal Code, to adopt and amend the 2019 Code, including the local amendments specific to the City of Wildomar (the "Ordinance").

9. The City Council finds that it is to the benefit of the City of Wildomar to adopt the 2019 Code, as amended by this Ordinance, because it provides minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures within the City.

SECTION 2: Compliance with CEQA.

The City Council hereby finds that the action to adopt this Ordinance to amend Chapters 8.28, 15.08, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, 15.40 and 15.52 of the Wildomar Municipal Code, and repeal Chapters 15.48 of the Wildomar Municipal Code, is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) because the action is exempt from environmental review under CEQA Guidelines Section 15061(b)(3). The activity is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. The Ordinance introduces standards to regulate certain behavior to protect the health, safety, and public welfare, and does not authorize activities or development that could potentially have a physical impact on the environment. Buildings and development projects that are subject to CEQA are reviewed individually prior to issuance of building permit. Moreover, State law provides that the 2019 Building Codes will take effect in the City even if the City does not adopt this ordinance, as is required by law. Accordingly, the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment.

SECTION 3: Findings.

Based on the whole record before it, the City Council finds that the local amendments to the California Building Standards Code set forth in this Ordinance are reasonably necessary because of the following determinations due to local climatic, geological, and/or topographical conditions:

1. The amendments to the 2019 California Fire Code are justified by the local geological, topographical, and climatic conditions identified and set forth in Exhibit A, attached hereto and incorporated herein by reference.

2. The amendments to the 2019 California Residential Building Code are justified by local climatic and geographic conditions specific to the City of Wildomar and

are required to be noted in Table 301.2(1) as specified in Section R301.2.

3. The remaining amendments made by this Ordinance are administrative in nature and findings are not required to make these amendments.

SECTION 4: Amendment of Chapter 8.28.

Chapter 8.28 of the Wildomar Municipal Code is amended to read in its entirety as shown on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 5: Amendment of Chapter 15.08

Chapter 15.08 of the Wildomar Municipal Code is amended to read in its entirety as follows:

15.08.010 Adopted by Reference. The 2019 California Administrative Code, (California Code of Regulations, Title 24, Part 1) as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of the 2019 California Administrative Code shall be on file in the office of the City Clerk.

SECTION 6 Amendment of Chapter 15.12.

Chapter 15.12 of the Wildomar Municipal Code is amended to read in its entirety as follows:

**“Chapter 15.12
Building Code**

Sections:

15.12.010	Building Code Adopted
15.12.020	Fees
15.12.030	Board of Appeals
15.12.040	Fences

15.12.010 Adoption by Reference-Building Code. Except as hereinafter changed or modified, the 2019 California Building Code (California Code of Regulations, Title 24, Part 2), along with Appendices C, I, H, and J, of that certain building code, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of the 2019

California Building code, including the above-designated appendices, shall be on file in the office of the City Clerk.

15.12.020 Fees. Chapter 1, Section 1.8.4. Permit Fees, Applications and Inspections is amended by adding the following:

On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid in accordance with the schedule as established by resolution of the City Council of the City of Wildomar.

15.12.030 Board of Appeals.

A. Section 1.8.8.1 of Chapter 1 is amended to read in its entirety as follows:

1.8.8.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Building Board of Appeals. The Building Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure. The Board shall adopt rules of procedure for conducting its business. In the event the City Council fails to appoint such a Board, the Planning Commission shall function as such.

B. Section 1.8.8.2 of Chapter 1 is repealed in its entirety.

C. Section 1.8.8.3 of Chapter 1 is amended to read in its entirety as follows:

1.8.8.3 Appeals. Except as otherwise provided in law, any person, firm or corporation adversely affected by a decision, order or determination by a city, county, or city and county relating to the application of building standards published in the California Building Standards Code, or any other applicable rule or regulation adopted by the Department of Housing and Community Development, or any lawfully enacted ordinance the City, may appeal the issue for resolution to the Building Board of Appeals.

D. Section 1.8.8 of Chapter 1 is further amended by adding the following sections:

1.8.8.4 Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The Board shall have no authority to waive requirements of this code.

1.8.8.5 Qualifications. The Building Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the City. The Building Official shall act as secretary to the Board.

1.8.8.6 Accessibility Appeals Board. In order to conduct the hearings on written appeals regarding action taken by the Building Official and to ratify certain exempting actions of the Building Official in enforcing the accessibility requirements of Title 24 of the California Code of Regulations for privately-funded construction, to serve

as an advisor to the Building Official on disabled access matters, and to make recommendations to the City Council on appeals of decisions made by the Building Official on City-funded buildings, there shall be an Accessibility Appeals Board. The Accessibility Appeals Board shall consist of five members. Two members of the Appeals Board shall be physically disabled persons, two members shall be persons experienced in construction, and one member shall be a public member. The Building Official shall act as Secretary to the Board. The members of the Accessibility Appeals Board shall be appointed by the City Council and shall hold office at its pleasure.

The Accessibility Appeals Board may approve or disapprove interpretations and enforcement actions taken by the Building Official. All such approvals or disapprovals for privately funded construction shall be final and conclusive as to the Building Official in the absence of fraud or prejudicial abuse of discretion. The Board shall adopt regulations establishing procedural rules and criteria for the carrying out of its duties.

SECTION 7: Amendment of Chapter 15.16.

Chapter 15.16 of the Wildomar Municipal Code is amended to read in its entirety as follows:

“Chapter 15.16 Residential Code

Sections:

- 15.16.010 Adoption of the California Residential Code**
- 15.16.020 Modification of the California Residential Code**

15.16.010 Adoption of the California Residential Code. Except as hereinafter modified or changed, the 2019 California Residential Code (California Code of Regulations, Title 24, Part 2.5) along with appendix H and V, published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Residential Building Code shall be on file in the office of the City Clerk.

15.16.020 Modification of the California Residential Code. The 2019 California Residential Code is hereby modified as follows:

R301.2 Climatic and geographic design criteria. Buildings shall be constructed in accordance with the provisions of this code as limited by the provisions in this section. Additional criteria shall be established by the local jurisdiction and set forth in Table R301.2 (1)

- (a) TABLE R301.2 (1) is completed and footnote (g) is revised, as required by the Residential Building Code, for use in the City of Wildomar.

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA
CITY OF WILDOMAR

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDERLAYMENT REQUIRED ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ⁱ
	Speed ^d (mph)	Topographic Effects ^k		Weathering ^a	Frost Line Depth ^b	Termite ^c					
ZERO	110	NO	D ₂ or E	Negligible	12"-24"	Very Heavy	30	NO	See revised footnote (g)	10	63.6

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(4)]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

e. Temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.

f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.

g. See City of Wildomar FIRM maps for Flood Hazard locations.

h. In accordance with Sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32°)" at www.ncdc.noaa.gov/fpsf.html.

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at www.ncdc.noaa.gov/fpsf.html.

k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

SECTION 8: Amendment of Chapter 15.18.

Chapter 15.18 of the Wildomar Municipal Code is amended to read in its entirety as follows:

**“Chapter 15.18
Historical Building Code**

15.18.010 Adoption of the Historical Building Code. Except as hereinafter modified or changed, the 2019 California Historical Building Code (California Code of Regulations, Title 24, Part 8) published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Historical Building Code shall be on file in the office of the City Clerk.”

SECTION 9: Amendment of Chapter 15.20.

Chapter 15.20 of the Wildomar Municipal Code is amended to read in its entirety as follows:

**“Chapter 15.20
Green Building Code**

15.20.010 Adoption of the Green Building Standards Code. Except as hereinafter modified or changed, the 2019 California Green Building Standards Code (California Code of Regulations, Title 24, Part 11) published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Green Building Standards shall be on file in the office of the City Clerk.”

SECTION 10: Amendment of Chapter 15.22

Chapter 15.22 of the Wildomar Municipal Code is amended to read in its entirety as follows:

**“Chapter 15.22
Energy Code**

15.22.010 Adoption of the Energy Code. Except as hereinafter modified or changed, the 2019 California Energy Code (California Code of Regulations, Title 24, Part 6), including Appendix 1-A, published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Energy Code shall be on file in the office of the City Clerk.”

SECTION 11: Amendment of Chapter 15.24.

Chapter 15.24 of the Wildomar Municipal Code is amended to read in its entirety as follows:

**“Chapter 15.24
Electrical Code**

15.24.010 Adoption of Electrical Code. Except as hereinafter changed or modified, the 2019 California Electrical Code (California Code of Regulations, Title 24, Part 3), of that certain electrical code, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Electrical Code shall be on file in the office of the City Clerk.

SECTION 12: Amendment of Chapter 15.28.

Chapter 15.28 of the Wildomar Municipal Code is amended to read in its entirety as follows:

**“Chapter 15.28
Mechanical Code**

15.28.010 Adoption of Mechanical Code. Except as hereinafter changed or modified, the 2019 California Mechanical Code (California Code of Regulations, Title 24, Part 4), along with Appendices B, C, and D of that certain mechanical code, published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Mechanical Code, including the above-designated appendix, shall be on file in the office of the City Clerk.”

SECTION 13: Amendment of Chapter 15.32.

Chapter 15.32 of the Wildomar Municipal Code is amended to read in its entirety as follows:

**“Chapter 15.32
Plumbing Code**

15.32.010 Adoption of Plumbing Code. Except as hereinafter changed or modified, the 2019 California Plumbing Code (California Code of Regulations, Title 24, Part 5), along with Appendices A, B, D, H, I, and J, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title

15 of the Wildomar Municipal Code. A copy of said California Plumbing Code shall be on file in the office of the City Clerk.”

SECTION 14: Amendment of Chapter 15.38.

Chapter 15.38 of the Wildomar Municipal Code to amended to read in its entirety as follows:

**“Chapter 15.38
Referenced Standards Code**

15.38.010 Adoption of Referenced Standards Code. Except as hereinafter modified or changed, the 2019 California Referenced Standards Code (California Code of Regulations, Title 24, Part 12) published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Referenced Standards Code shall be on file in the office of the City Clerk.”

SECTION 15: Deletion of Chapter 15.48 Uniform Sign Code

Chapter 15.48 (Uniform Sign Code) of the Wildomar Municipal Code is hereby repealed in its entirety.

SECTION 16: Amendment of Chapter 15.52.

Chapter 15.52 of the Wildomar Municipal Code is amended to read in its entirety as follows:

**“Chapter 15.52
Existing Building Code**

“15.52.010 Adoption of Existing Building Code. Except as hereinafter changed or modified, the 2019 California Existing Building Code (California Code of Regulations, Title 24, Part 10), including Appendix Chapter A-1, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Existing Building Code shall be on file in the office of the City Clerk.”

SECTION 17: Severability.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence,

clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 18: Publication.

The City Clerk shall certify to the adoption of this Ordinance and cause same to be posted in the three designated posting places within the City of Wildomar within 15 days after its passage.

SECTION 19: Effective Date.

This Ordinance shall become effective thirty (30) days after its passage by the City Council.

PASSED, APPROVED AND ADOPTED this ___ day of _____ 2019.

Marsha Swanson
Mayor

ATTEST:

Janet Morales
Acting City Clerk

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

EXHIBIT "A"
CHAPTER 8.28
FIRE CODE

Section

8.28.010 Findings and Adoption
8.28.020 Amendments to the California Fire Code
8.28.030 Penalties

8.28.010 Findings and Adoption.

FINDINGS. The City Council finds as follows:

A. Every three years the State of California adopts a new California Fire Code, as part of the California Building Standards Code, which becomes effective as to the City of Wildomar and Riverside County 180 days after publication by the California Building Standards Commission.

B. The International Fire Code has been published and adopted, as amended, by the California Building Standards Commission into the California Code of Regulations as Title 24, Part 9, titled the California Fire Code.

C. The City of Wildomar may establish more restrictive standards reasonably necessary to provide fire protection for life and property because of local climatic, geological or topographical conditions.

I. Climatic Conditions:

A. The City of Wildomar located in Riverside County is located in Southern California and covers a vast and varied geographic area. The base climate in western Riverside County consists of semi- arid Mediterranean weather patterns. Eastern Riverside County is a desert area with Mohave Desert temperatures and weather patterns. Those two primary areas are divided by the San Bernardino Mountain Range. Both areas outside of the mountain terrain annually experience extended periods of high temperatures with little or no precipitation. Hot, dry winds, which may reach speeds of 70 M.P.H. or greater, are common to the area. Examples are: Santa Ana/ Foehn winds, afternoon surface-heating generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration) which necessitates rapid identification, locating and extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, will greatly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

B. Although Riverside County and the City of Wildomar occasionally experiences periods of significant drought, the County can also experience periods of substantial rainfall. Annual rainfall varying from three (3) inches in Blythe to over thirty three (33) inches in Pine Cove. When Riverside County does experience heavy rain, or rain over a period of days or weeks, many areas of the County are subject to flooding. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding is also a common problem, especially in the Coachella Valley and the easterly portions of the county. Flash flooding is typically associated with short duration, high intensity precipitation events often associated with summer thunderstorms. Such events can occur even during a drought.

C. Water demand in densely populated Southern California far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features such as identification and notification will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

A. Natural: The topographical conditions of Riverside County varies from three hundred (300) feet below sea-level, flat desert communities, to mountains over ten thousand (10,000) feet in Alpine-like areas of the San Bernardino Mountain Range. In between these areas, developable slopes of 25 percent and greater generally occur throughout the foothills. Riverside County extends from Orange County to the State of Arizona and is mixed with congested urban areas, rural lands and wild lands. A large number of sensitive habitats for various animal species and vegetation consist within large open space areas between major urban centers that impact building and structure location, which impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County.

C. These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

A. Located within Riverside County are several known active and potentially active earthquake faults, including the San Andreas, San Jacinto, and Elsinore Fault. In the event of an earthquake, the location of the epicenter as well as the time of day and season of the year would have a profound effect on the number of deaths and casualties, as well as property damage.

B. The major form of direct damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent upon construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines; gas, sewer, or water mains; which, in turn, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from place to place, dependent upon the regional and local geology. Ground shaking may occur in areas 65 miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can change the mechanical properties of some fine grained, saturated soils, where upon they liquefy and act as a fluid (liquefaction).

C. Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings.

D. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design accompanies with occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Riverside County that naturally have extended emergency response times that exceed the 5 minute goal.

California Health and Safety Code Sections 17958.7 and 18941.5 require that the modification or change be expressly marked and identified as to which each finding refers. Therefore the City Council finds that the following table sets forth the 2019 California Fire Code sections that have been modified and the associated local climatic, geological and/or topographical conditions described above supporting the modification.

2019 CODE SECTION	TITLE/SUBJECT	FINDINGS I, II, III
101.4	Severability	Administrative
102.5	Application of the residential code	I, II & III
103.4 and 103.4.1	Liability	Administrative
104.1.1	Authority of the Fire Chief and Fire Department	Administrative
104.12	Authority of the Fire Chief to close hazardous fire areas	Administrative
106.2	Fees	Administrative
106.6	Cost Recovery	Administrative
109.1	Board of Appeals established	Administrative
110.4	Violation and Penalties	Administrative
202	Fire Chief	Administrative
308.1.6.3	Sky Lanterns	I, II & III
503.2.1	Dimensions	Administrative
503.2.2	Authority	Administrative
503.6.1	Automatic opener	Administrative
503.7	Loading areas and passenger drop-offs	Administrative
507.5.7	Fire hydrant size and outlets	I & III
507.5.8	Fire hydrant street marker	I, II & III
508.1, 508.1.1, 508.1.3, 508.1.6, 508.1.8	Fire command center	I, II & III
509.2.1	Minimum clearances	I & III
605.10.1.2	Manual operation	II & III
903.2	Where required (automatic sprinkler systems)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
3204.2.1	Minimum requirements for client leased or occupant	Administrative
4904.3	High Fire Hazard Severity Zone Maps	Administrative
App Ch B, Table B105.2	Buildings other than one- or two-family dwellings	I, II & III
App Ch C, C103.1	Fire hydrant location	I, II & III

PURPOSE. The purpose of this ordinance is to adopt the 2019 California Fire Code, California Code of Regulations, Title 24, Part 9, as amended, to govern the safeguarding of life and property from fire, explosion hazards and hazardous conditions and to regulate the issuance of permits and collection of fees.

AUTHORITY. This ordinance is adopted pursuant to Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 which allow a county to adopt modifications or changes to the California Fire Code that are reasonably necessary because of local climatic, geological and topographical conditions.

APPLICATION AND ADOPTION OF THE CALIFORNIA FIRE CODE. Except as stated in this Section or as amended below in Section 5 of this ordinance, all of the provisions and appendices of the 2019 California Fire Code, inclusive of all of the inclusions and exclusions set for in each chapter's matrix, are hereby adopted and shall apply to the City of Wildomar. In addition, the following provisions that are excluded in the 2019 California Fire Code are hereby adopted - Chapter 1, Division II of the California Fire Code is hereby adopted, except that Section 103.2 and 109.3 are not adopted, and Chapters 3, 25, and Sections 403.12, 503, 510.2, and 1103.2 are adopted.

8.28.020 AMENDMENTS TO THE CALIFORNIA FIRE CODE.

CHAPTER 1 SCOPE AND GENERAL REQUIREMENTS

Section 101.4 of the California Fire Code is deleted in its entirety and replaced with the following:

101.4 Severability. If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 102.5 of the California Fire Code is amended as follows:

102.5 Application of residential code. Where structures are designed and constructed in accordance with the California Residential Code, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 of this code shall apply.
2. Administrative, operational and maintenance provisions of this code shall apply.
3. Automatic fire sprinkler system requirements of this code shall apply to detached accessory buildings 3,600 square feet or greater in accordance with Section 903.2. The provisions contained in Section 903.2.18 of the California Fire Code or Section R309.6 of the California Residential Code may be used for the design of the automatic fire sprinkler system for detached private garages.

Section 103.4 of the California Fire Code is deleted in its entirety and replaced with the following:

103.4 Liability. Any liability against Riverside County or the City of Wildomar or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

A new Section 104.1.1 is added to Section 104.1 of the California Fire Code to read as follows:

104.1.1 Authority of the Fire Chief and Fire Department.

1. The Fire Chief is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the City Council.
2. The Fire Chief is authorized to administer, interpret and enforce this ordinance. Under the Fire Chief's direction, the Riverside County Fire Department is authorized to enforce ordinances of the City of Wildomar pertaining to the following:
 - 2.1. The prevention of fires.
 - 2.2. The suppression or extinguishment of dangerous or hazardous fires.
 - 2.3. The storage, use and handling of hazardous materials.
 - 2.4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.
 - 2.5. The maintenance and regulation of fire escapes.
 - 2.6. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.
 - 2.7. The maintenance of means of egress.
 - 2.8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.

The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:

- 3.1. The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.
- 3.2. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.
- 3.3. The Riverside County Sheriff and any deputy sheriff.
- 3.4. The Police Chief and any police officer of any city served by the Riverside County Fire Department.
- 3.5. Officers of the California Highway Patrol.
- 3.6. Code Officers of the City of Wildomar Code Enforcement Department.
- 3.7. Peace Officers of the California Department of Parks and Recreation.
- 3.8. The law enforcement officer of the Federal Bureau of Land Management.

104.2.1 Service and Permit Fees. Fees for services and permits shall be as set forth in Chapter 3A4. Payment shall be made at the time of application or as otherwise provided for in Chapter 3.44. ,

Fees for reproduction of documents shall be \$15.00 per record.
Fees for reproduction of photographs shall be \$3.00 per picture.

A new Section 104.12 is added to Section 104 of the California Fire Code to read as follows:

104.12 Authority of the Fire Chief to close hazardous fire areas. Except upon National Forest Land, the Fire Chief is authorized to determine and announce the closure of any hazardous fire area or portion thereof. Any closure by the Fire Chief for a period of more than fifteen (15) calendar days must be approved by the Riverside County Board of Supervisors and/or the City Council within fifteen (15) calendar days of the Fire Chief's original order of closure. Upon such closure, no person shall go in or be upon any hazardous fire area, except upon the public roadways and inhabited areas. During such closure, the Fire Chief shall erect and maintain at all entrances to the closed area sufficient signs giving notice of closure. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being upon their lands. This section shall not apply to any entry, in the course of duty, by a peace officer, duly authorized public officer or fire department personnel. For the purpose of this section, "hazardous fire area" shall mean public or private land that is covered with grass, grain, brush or forest and situated in a location that makes suppression difficult resulting in great damage. Such areas are designated on Hazardous Fire Area maps filed with the office of the Fire Chief.

106.2 of the California Fire Code is deleted in its entirety and replaced with the following:

106.2 Schedule of permit fees. Fees for services and permits shall be as set forth in the City of Wildomar fee schedule.

Section 106.6 is added to Section 106 of the California Fire Code to read as follows:

106.6 Cost recovery. Fire suppression, investigation, rescue or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as may be amended from time to time. Additionally, any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code Section 53150, et seq, as may be amended from time to time. Any expense incurred by the Riverside County Fire Department for securing such emergency shall constitute a debt of such person and shall be collectable by Riverside County in the same manner as in the case of an obligation under contract, express or implied.

Section 109.1 of the California Fire Code is deleted in its entirety and replaced with the following:

109.1 Board of appeals established. The Board of Appeals shall be the City Manager. If he or she determines an outside board is needed, he or she shall designate an outside hearing officer to hear the appeal. The Fire Chief shall be notified of any appeal and the Fire Chief or designee shall be in attendance at the appeal hearing. Depending on the subject of the appeal, specialized expertise may be solicited, at the expense of the applicant, for the purpose of providing input to the Appeals Board.

Section 110.4 of the California Fire Code is deleted in its entirety and replaced with the following:

110.4 Violation and penalties. It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this ordinance, or to violate the provisions of any permit granted pursuant to this code or ordinance. Punishments and penalties for violations shall be in accordance with the City of Wildomar ordinances, fee schedule and Health and Safety Code Sections 17995 through 17995.5.

CHAPTER 2 DEFINITIONS

Section 202, definition of "Fire Chief" in the California Fire Code is deleted in its entirety and replaced with the following:

FIRE CHIEF. The Fire Chief of Riverside County or the Fire Chief's designee.

CHAPTER 3 GENERAL REQUIREMENTS.

Section 308.1.6.3 of the California Fire Code is deleted in its entirety and replaced with the following:

308.1.6.3 Sky lanterns or similar devices. A person shall not release or cause to be released a sky lantern or similar device.

CHAPTER 5 FIRE SERVICE FEATURE.

Section 503.2.1 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). For additional requirements or alternatives see Riverside County Fire Department Standards and Policies, as may be amended from time to time.

Section 503.2.2 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.2 Authority. The fire code official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations.

A new Section 503.6.1 is added to Section 503.6 of the California Fire Code to read as follows:

503.6.1 Automatic opener. New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicle in accordance with Riverside County Fire Department standards and Policies, as may be amended from time to time.

Exception: Gates serving individual one- and two-family dwelling parcels.

A new Section 503.7 is added to Section 503 of the California Fire Code to read as follows:

503.7 Loading areas and passenger drop-off areas. On private properties, where fire apparatus access roads are utilized for loading or unloading or utilized for passenger drop-off or pick-up, an additional eight (8) feet of width shall be added to the minimum required width for the fire apparatus access road.

A new Section 507.5.7 is added to Section 507 of the California Fire Code to read as follows:

507.5.7 Fire hydrant size and outlets. As determined by the fire code official, fire hydrant sizes and outlets shall be based on the following:

1. Residential Standard – one (1) four (4) inch outlet and one (1) two and half (2 ½) inch outlet.
2. Super Hydrant Standard – one (1) four (4) inch outlet and two (2) two and one half (2 ½) inch outlet.
3. Super Hydrant Enhanced – two (2) four (4) inch outlet and one (1) two and one half (2 ½) inch outlet.

A new Section 507.5.8 is added to Section 507 of the California Fire Code to read as follows:

507.5.8 Fire hydrant street marker. Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Technical Policy 06-11, as may be amended from time to time. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer or person responsible for removal or damage.

Section 508.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1 General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, in buildings greater than 300,000 square feet in area and in Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire command center for fire department operations shall be provided and comply with Sections 508.1.1 through 508.1.8.

Section 508.1.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1.1 Location and access. The fire command center shall be located adjacent to the main lobby and shall be accessible from fire department vehicular access or as approved by the fire code official. The room shall have direct access from the building exterior at the lowest level of fire department access.

Section 508.1.3 of the California Fire Code is amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet in area shall be a minimum of 96 square feet (9 m²) with a minimum dimension of 8 feet (2438mm).

Section 508.1.6 of the California Fire Code is hereby amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet in area shall comply with NFPA 72 and contain the features set forth in Section 508.1.6 subsections 5, 8, 10, 12, 13 and 14. The features set forth in Section 508.1.6 subsections 1, 2, 3, 4, 6, 7, 9, 11, 15, 16, 17, 18 and 19 shall be required when such building contains systems or functions related to these features.

A new Section 508.1.8 is added to Section 508 of the California Fire Code to read as follows:

508.1.8 Fire command center identification. The fire command center shall be identified by a permanent easily visible sign stating "Fire Dept. Command Center," located on the door to the fire command center.

Section 509.2.1 of the California Fire Code is amended to add the following:

509.2.1 Minimum clearances. A 3-foot (914 mm) clear space shall be maintained around the circumference of exterior fire protection system control valves, or any other exterior fire protection system component that may require immediate access, except as otherwise required or approved.

CHAPTER 6 BUILDING SERVICES AND SYSTEMS

Section 606.10.1.2 of the California Fire Code is deleted in its entirety and replaced with the following:

606.10.1.2 Manual operation. When required by the fire code official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located in an approved location immediately outside of the machinery room in a secure metal box or equivalent and marked as Emergency Controls.

CHAPTER 9 FIRE PROTECTION SYSTEMS

Section 903.2 of the California Fire Code is deleted in its entirety and replaced with the following:

903.2 Where required. In all new buildings and structures which are 3,600 square feet or greater, an approved automatic sprinkler system shall be provided regardless of occupancy classification. Where the Sections 903.2.1 – 903.2.20 of the California Fire Code require more restrictive requirements than those listed below, the more restrictive requirement shall take precedence.

Exception: Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

1. Detached Group U occupancies used for agricultural purposes constructed in accordance with the California Building Code.
2. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.
3. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.
4. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobilehomes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

The following exceptions in the California Fire Code shall not be allowed:

- a. Exception in Section 903.2.3
- b. Exception 2 in Section 903.2.11.3

A new Section 903.3.5.3 is added to Section 903 of the California Fire Code to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

CHAPTER 32 HIGH-PILED STORAGE.

A new Section is added to Section 3204.2 of the California Fire Code to read as follows:

3204.2.1 Minimum requirements for client leased or occupant owned warehouses. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. The responsible fire protection engineer shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The fire protection engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall describe the basis for determining the commodity and sprinkler design selection, how the commodities will be isolated or separated, and include references to the design document(s). If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

REQUIREMENTS FOR WILDLAND-URBAN INTERFACE AREA.

A new Section 4904.3 is added to Section 4904 of the California Fire Code to read as follows:

4904.3 High Fire Hazard Severity Zone Maps. In accordance with Government Code Sections 51175 through 51189, Very High Fire Hazard Severity Zones are designated as shown on a map titled Very High Fire Hazard Severity Zones, dated December 24, 2009 and retained on file at the office of the Fire Chief, which supersedes other maps previously adopted designating high fire hazard areas.

APPENDIX B.

Table B105.2 of the California Fire Code is amended as follows:

**TABLE B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND
TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES**

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2) ^b	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

a. The reduced fire-flow shall be not less than 1,000 gallons per minute.

b. The reduced fire-flow shall be not less than 1,500 gallons per minute.

APPENDIX C.

1. Section C103.1 of the California Fire Code is hereby amended to read as follows:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the International Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3. Fire hydrants shall be provided at street intersections.

8.28.030 Penalties.

A. It is unlawful for any person, firm, corporation or association of persons to. Violate any provision of this chapter, or

to violate the provisions of any permit granted pursuant to this chapter. Any person, firm, corporation or association of persons violating any provision of this chapter or the provisions of any permit granted pursuant to this chapter; shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person or entity shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter or the provisions of any permit granted pursuant to this chapter, is committed, continued, or permitted.

B. Any person, firm, corporation or association of persons so convicted shall be: (1) guilty of an infraction offense and punished by a fine not exceeding \$200.00 for a first violation; (2) guilty of an infraction offense and punishable by a fine not exceeding \$300.00 for a second violation on the same site. The third and any additional violations on the same site shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding \$1,000.00 or six months in jail or both. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor. Payment of any penalty herein shall not relieve a person or entity from the responsibility for correcting the violation.

EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its adoption, but no sooner than January 1, 2020.

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.4
GENERAL BUSINESS
Meeting Date: November 13, 2019

TO: Mayor and City Council Members

FROM: Daniel Torres, Parks and Community Services Manager

SUBJECT: Holiday Lights Home Decorating Contest 2019

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the Holiday Lights Home Decorating Contest for 2019 and appoint two council members to judge the contest.

BACKGROUND/DISCUSSION:

The Holiday Lights Contest is an annual event that recognizes the efforts of the community who have decorated their homes with consideration to the holidays. The contest will be judged based on two categories: “Traditional” and “Clark Griswold”. Within each category, entries will be judged on such criteria as:

- First Impression
- Design
- Originality
- Suitability to Site
- Environmental Elements (environmental elements including recycling, energy conservation, etc.)

The city will provide an online application for easy entry to the contest. Entries will be accepted through Thursday, December 5th at 5:00 p.m. Recognition and awarding of the contest will take place at the City Council meeting to be held at 6:30 p.m. on Wednesday, December 11th, 2019.

FISCAL IMPACTS:

Less than \$200 and existing budget will cover contest expenses.

Submitted By:
Daniel Torres
Parks and Community Services Manager

Approved By:
Gary Nordquist
City Manager

ATTACHMENTS:

2019 Holiday Lights Home Decorating Contest Entry Form

2019 HOLIDAY LIGHTS HOME DECORATING CONTEST

The City of Wildomar invites all residents to participate in the 2019 Holiday Lights Home Decorating Contest!

There will be two (2) categories of entry:

The **TRADITIONAL** entry is for those who are like "Martha Stewart", with every bulb and decoration just so.

The **"CLARK GRISWOLD"** entry is for those who feel the more lights and decorations the merrier.

CRITERIA

Judging criteria for each category will consider:

- First Impression
- Design
- Originality
- Suitability to Site
- Environment Elements (such as recycling, use of energy efficient products)

GUIDELINES

Contest applications are due by 5:00PM on **Thursday December 5, 2019.**

Judging will take place from **Monday December 9, 2019** to **Tuesday December 10, 2019** from 6-9PM.

Decorations must be visible from the street.

There will be one (1) award winner for each category.

Award winners will receive yard signs and be recognized at the City Council Meeting held at City Hall (23873 Clinton Keith Road Ste. 106) on **Wednesday December 11, 2019** at 6:30PM.

APPLICATION

Enter online at:

www.cityofwildomar.org

or email this entry form to:

dtorres@cityofwildomar.org

Name: _____

Email: _____

Address: _____

Cross Street: _____

Category: ☐ Traditional ☐ Griswold

Phone: _____

Any specific comments regarding this entry: _____

As a participant in the Holiday Lights Decorating Contest, I agree to:

- Give permission to the City of Wildomar to include my name and home address on all content related to the Holiday Lights Home Decorating Contest.
- Allow the City of Wildomar to take photos, record videos, and publicize those photos or videos of my house on the City's website, newspapers and all other promotional materials.
- Keep my lights and decorative displays up for viewing until **December 31, 2019**

Signature: _____

Date: _____

I would like to be notified by:

☐ Phone ☐ Email



**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
October 09, 2019**

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The Regular meeting of October 09, 2019, of the Wildomar Cemetery District was called to order by Chair Swanson at 9:17 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

District Roll Call showed the following:

Members in attendance: Trustees Benoit, Moore, Morabito, Vice Chair Nigg, Chair Swanson.

Members absent: None

Staff in attendance: General Manager Nordquist, Assistant General Manager York, District Counsel Jex, Acting Clerk of the Board Morales, Planning Director Bassi, Administrative Services Director Riley, Finance Manager Howell, Cemetery, Parks, Community Services and Cemetery Manager Torres, Intern II Luna and Economic Development Director Davidson.

PUBLIC COMMENTS

There were no public comments.

BOARD COMMUNICATIONS

There were no board communications.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Vice Chair Nigg seconded by Trustee Moore, to approve the agenda as presented.

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

YEA:	Benoit, Moore, Morabito, Vice Chair Nigg, Chair Swanson
NAY:	None
ABSTAIN:	None
ABSENT:	None

4.0 CONSENT CALENDAR

A MOTION was made Trustee Benoit, seconded by Vice Chair Nigg, to approve the consent calendar.

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

YEA: Benoit, Moore, Morabito, Vice Chair Nigg, Chair Swanson
NAY: None
ABSTAIN: None
ABSENT: None

4.1 Minutes – September 11, 2019 Regular Meeting

Approved the Minutes as presented.

4.2 Warrant Register

Approved the following:

1. Warrant Register dated 09-05-2019 in the amount of \$46.17;
2. Warrant Register dated 09-12-2019 in the amount of \$4,815.38;
3. Warrant Register dated 09-19-2019 in the amount of \$556.85;
4. Warrant Register dated 09-26-2019 in the amount of \$566.27.

4.3 Treasurer's Report

Approved the Treasurer's Report for August 2019.

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 provided.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business Chair Swanson declared the meeting adjourned at 9:18 p.m.

Submitted by:

Approved by:

Janet Morales
Acting Clerk of the Board

Marsha Swanson
Chair

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.2
CONSENT CALENDAR
Meeting Date: November 13, 2019

TO: Chairperson and Members of the Board of Trustees
FROM: Robert Howell, Finance Manager
SUBJECT: Warrant Register

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 10-03-2019 in the amount of \$7,609.87;
2. Warrant Register dated 10-10-2019 in the amount of \$69.23;
3. Warrant Register dated 10-17-2019 in the amount of \$674.84;
4. Warrant Register dated 10-24-2019 in the amount of \$232.52
5. Warrant Register dated 10-31-2019 in the amount of \$349.38.

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 and fiscal year noted in the recommendation section of this report. These costs are included in the Fiscal Year 2019/20 Budget.

Submitted by:
Robert Howell
Finance Manager

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Voucher List 10/03/2019
Voucher List 10/10/2019
Voucher List 10/17/2019

Voucher List 10/24/2019
Voucher List 10/31/2019

Voucher List
City of Wildomar

Page: **1**

10/03/2019 11:19:55AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211359	10/3/2019	000088 ACE HARDWARE	304732/3		CEMETERY DEPT SUPPLIES	54.24
			304739/3		CEMETERY DEPT SUPPLIES	5.15
Total :						59.39
211360	10/3/2019	000367 CINTAS CORPORATION	5014910110		CEMETERY FIRST AID & SAFETY	218.18
Total :						218.18
211361	10/3/2019	000367 CINTAS CORPORATION	4030857119		STAFF UNIFORM MAINTENANCE	74.14
Total :						74.14
211362	10/3/2019	000012 ELSINORE VALLEY MUNICIPAL, WATER C	10045317		08/19/19-09/17/19 CEMETERY WATER SERVICE	2,032.99
Total :						2,032.99
211363	10/3/2019	000941 FRONTIER	91919		09/19/19-10/18/19 CEMETERY VOICE/INTERNE	128.63
Total :						128.63
211364	10/3/2019	000412 POLYGUARD & CO	48874		CEMETERY DEPARTMENTAL SUPPLIES	4,641.00
Total :						4,641.00
211365	10/3/2019	000526 PRINT POSTAL	15188		CEMETERY FORMS	232.16
Total :						232.16
211366	10/3/2019	000094 STAUFFERS LAWN EQUIPMENT	190615		CEMETERY MAINTENANCE/REPAIR	154.15
Total :						154.15
211367	10/3/2019	001258 SUNBELT RENTALS, INC.	94148086		CEMETERY EQUIPMENT RENTAL	69.23
Total :						69.23
9 Vouchers for bank code : wf						Bank total : 7,609.87
9 Vouchers in this report						Total vouchers : 7,609.87

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211397	10/10/2019	001258 SUNBELT RENTALS, INC.	93751924		CEMETERY EQUIPMENT RENTAL	69.23
					Total :	69.23
	1	Vouchers for bank code : wf			Bank total :	69.23
	1	Vouchers in this report			Total vouchers :	69.23

10/17/2019 11:40:46AM

Bank code : wf							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
211438	10/17/2019	000367 CINTAS CORPORATION	4031384931		STAFF UNIFORM MAINTENANCE	74.14	
			4031935154		STAFF UNIFORM MAINTENANCE	74.14	
					Total :	148.28	
211439	10/17/2019	000011 CR&R INC.	317935		OCT 2019 WASTE SERVICES - 3 YD COMMERCIA	142.58	
					Total :	142.58	
211440	10/17/2019	000186 RIGHTWAY	253862		09/30/19-10/27/19 CEMETERY RESTROOM MAIN	357.25	
					Total :	357.25	
211441	10/17/2019	000790 SPARKLETTS	101219		THROUGH 10/12/19 CEMETERY DRINKING WATER	26.73	
					Total :	26.73	
4	Vouchers for bank code : wf				Bank total :	674.84	
4	Vouchers in this report					Total vouchers :	674.84

10/24/2019 11:54:48AM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211442	10/24/2019	000088 ACE HARDWARE	304796		CEMETERY DEPT SUPPLIES	43.38
Total :						43.38
211443	10/24/2019	000367 CINTAS CORPORATION	4032487484		STAFF UNIFORM MAINTENANCE	74.14
Total :						74.14
211444	10/24/2019	001338 DEANZA TERMITE & PEST CONTROL, INC	505958A		PEST CONTROL	25.00
Total :						25.00
211445	10/24/2019	000094 STAUFFERS LAWN EQUIPMENT	193011		CEMETERY MAINTENANCE/REPAIR	90.00
Total :						90.00
4 Vouchers for bank code : wf						Bank total : 232.52
4 Vouchers in this report						Total vouchers : 232.52

10/31/2019 1:03:26PM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211504	10/31/2019	000367 CINTAS CORPORATION	4033032753		STAFF UNIFORM MAINTENANCE	74.14
					Total :	74.14
211505	10/31/2019	000367 CINTAS CORPORATION	4033583877		STAFF UNIFORM MAINTENANCE	74.14
					Total :	74.14
211506	10/31/2019	000941 FRONTIER	101919		10/19/19-11/18/19 CEMETERY VOICE/INTERNE	130.78
					Total :	130.78
211507	10/31/2019	001258 SUNBELT RENTALS, INC.	95351611		CEMETERY EQUIPMENT RENTAL	70.32
					Total :	70.32
4	Vouchers for bank code :	wf			Bank total :	349.38
4	Vouchers in this report				Total vouchers :	349.38

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: November 13, 2019

TO: Chairperson and Members of the Board of Trustees
FROM: James R. Riley, Administrative Services Director
PREPARED BY: Robert Howell, Finance Manager
SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Treasurer's Report for September 2019.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of September 2019.

FISCAL IMPACT:

None at this time.

Submitted by:
James R. Riley
Administrative Services Director

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Treasurer's Report

**WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
September 2019**

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	\$ 142,010.11	\$ 142,010.11	\$ 142,010.11	100.00%	0	0.000%
TOTAL	\$ 142,010.11	\$ 142,010.11	\$ 142,010.11	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	\$ 142,622.26	\$ -	\$ (612.15)	\$ 142,010.11	0.000%
TOTAL	\$ 142,622.26	\$ -	\$ (612.15)	\$ 142,010.11	

TOTAL INVESTMENT	\$ 142,010.11
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In compliance with the California Code Section 53646, as General Manager for 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 of the District's Bank Balances.

James R. Riley

James R. Riley
Administrative Services Director

11/5/2019

Date

WILDOMAR CEMETERY DISTRICT
Agenda Item #6.1
GENERAL BUSINESS
Meeting Date: November 13, 2019

TO: Chairman and Trustees

FROM: Dan York, Assistant General Manager

SUBJECT: Award a Services Agreement for Cemetery Master Development and Business Plan

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees:

1. Authorize the General Manager to execute a Services Agreement between the Wildomar Cemetery District and LEES + Associates, and;
2. Assign two Trustees to work with staff and the consultant during Plan preparation.

BACKGROUND:

The Wildomar Cemetery is a subsidiary district of the City of Wildomar. Consistent with the Operating Budget Goals and Work Plan, the District desires to prepare a Master Development Plan and Business Plan (Plan) that considers the ultimate build out needs for the community. The Plan aims to identify the ultimate space and amenities for the community with a corresponding business plan for phased and long-term operations and capital improvements. The Plan will consider fencing, walls, Palomar Alignment and American Disability Act (ADA) improvements.

DISCUSSION:

Staff prepared a formal Request for Proposals (RFP) for Professional Services from firms specializing in cemetery planning (Attachment A). Three qualified Proposals were submitted addressing the RFP. Staff conducted formal interviews with the three firms and identified LEES + Associates as the most qualified to address the scope needs of the Cemetery District. As part of the interview process, staff made available and efficiently utilized video conferencing tools. Video conferencing is included in the Master Plan Agreement to reduce bi-weekly status and other meeting costs. Staff and the consultant have finalized a Services Agreement with a detailed scope of work and fee (Attachment B). LEES proposal as amended to include staff recommendations is Attachment C. During preparation of the Financial component of the Plan, staff and the consultant team will consider various scenarios that could impact fees, operations and capital costs. Therefore, staff suggests assigning two Board members to work with staff and the consultant on the scenarios to consider.

FISCAL IMPACTS:

The cost for services will be paid from the Wildomar Cemetery District Fund 300. Appropriate \$110,000 in Fund 300. Obligate Fund 300 and Award the Agreement for \$107,180.85. The base Agreement for the core services is \$96,194, staff recommends the Board of Trustees authorize the Assistant General Manager to issue a Notice to Proceed for the core services. Staff recommends authorizing the Assistant General Manager to issue a Letter to Proceed for optional services in the amount of \$10,986.75 only in the event those services are deemed necessary during the course of the project. The optional services include having LEES present a Draft and Final plan in person. Staff intends to make the presentation(s).

Submitted By:
Dan York
Assistant General Manager

Approved by:
Gary Nordquist
General Manager

ATTACHMENT:

- A. Request for Proposal
- B. Services Agreement
- C. LEES + Associates Proposal

ATTACHMENT A

WILDOMAR CEMETERY DISTRICT



Request for Proposals

For

Professional Services for

CEMETERY MASTER DEVELOPMENT AND BUSINESS PLAN

**City of Wildomar
Cemetery District
23873 Clinton Keith Road, Ste 201
Wildomar, CA 92595**

Proposals Due by 3:00 pm on Thursday, October 3, 2019

Introduction:

The Wildomar Cemetery District (District) is accepting proposals from qualified firms for Professional Services for the Cemetery Master Development and Business Plan, in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information carefully prior to submitting a proposal.

One signed original and one (1) copy in electronic .pdf format of the proposals should be submitted to the District by **3:00 pm on Thursday October 3, 2019**. The submittal shall be in sealed envelopes clearly marked Cemetery Master Development and Business Plan and addressed to:

**CITY OF WILDOMAR
Cemetery District
Attention: Dan York, Assistant General Manager
23873 Clinton Keith Road, Ste 201
Wildomar, CA 92595**

Questions regarding this RFP are to be directed by e-mail to: Dan York, Assistant General Manager, at dyork@cityofwildomar.org for clarification purposes only. **It is important that proposers provide a single contact name, and email, for purposes of communicating with the District.** No questions will be responded to if received after September 26, 2019, at 5pm. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum.

Proposals will not be accepted by fax or electronically.

Late Proposals:

Proposals arriving after the specified date and time will not be considered, nor will late proposals be opened. Each firm assumes responsibility for timely submission of its proposal.

Withdrawal or Modifications of Proposals:

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

Proposal Acceptance and Rejection:

The Wildomar Cemetery District reserves the right to accept any proposal, to reject any and all proposals, to call for new proposals, and to award the contract to other than the lowest cost proposal if deemed to be in the best interest of the District.

Proposal Evaluation and Award:

Evaluation of the RFP will be made based on the criteria noted in Attachment 1: Evaluation and Selection Criteria. Award shall be made to the responsible firm whose proposal is determined to be the most advantageous to the District, taking into consideration price and adherence to the included specifications. The selection will not be driven by lowest proposed cost. Price will be an indication to staff of the Consultant's understanding of the Scope of Work. The District intends to create a panel to review the proposals and conduct an interview with the top firm(s). The District intends to enter into an agreement with the successful firm for the specified products, and services.

Nothing herein shall obligate the District to award a contract to any responding firm.

Qualification/Inspection/Interviews:

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

Key Dates:

RFP Circulated	September 10, 2019
District Sponsored Site Visit	September 17, 2019 2:00 pm to 3:00 pm
Last Date to Submit Questions on RFP	September 26, 2019 5:00 pm
Request for Proposals Due	October 3, 2019 3:00 pm
Interview(s)	October 10, 2019 9:00 am to noon
Reference Check	October 14 th – 17 th
Staff Recommendation for Selection	October 17, 2019
Consultant sign PSA (Agreement)	October 30, 2019
Staff Report docket with City Clerk	November 5, 2019
Cemetery District Board Award Contract	November 13, 2019

Guidelines for Proposal

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

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP and should not contain redundancies and conflicting statements.

Proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and presented in a three (3) ring binder or another bound format.

One signed original and one (1) copy in electronic .pdf format of the proposals should be submitted to the District by **3:00 pm on Thursday, October 3, 2019**. Proposals shall be submitted in a sealed envelope clearly marked Professional Services for the Cemetery Master Development and Business Plan.

:

**CITY OF WILDOMAR
Cemetery District
Attention: Dan York, Assistant General Manager
23873 Clinton Keith Road, Ste 201
Wildomar, CA 92595**

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Dan York
Assistant General Manager
City of Wildomar
Cemetery District
23873 Clinton Keith Road, Ste 201
Wildomar, CA 92595

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

2. Qualifications and Experience

Describe the firm's capability for undertaking and performing the work. Provide the qualifications and experience of the consultant team that will work on the Project. Team members are expected to be available for the duration of the Project and replacement will not be permitted without prior consultation and approval by the District.

List types and locations of similar work performed by the firm in the last ten (10) years that best characterizes the quality and past performance. Emphasize the specific qualifications and experience from similar projects for the key team members. If the team includes a subconsultant playing a prominent role then highlight the projects worked on as a team. Include client names, current phone numbers and email addresses for the representative projects. References (for prime and

subconsultants) may be contacted as part of the selection process.

3. Project Understanding and Approach

This section shall clearly convey the Consultants understanding and approach to satisfy the scope of work and funding requirements. Highlight the firm's best practices that you believe set you apart from other similar firms.

4. Work Plan

The work plan shall address all the items of work as described in this RFP and include a milestone schedule that identifies the key items of work. The plan should be simple, easy to read and follow, and addresses and satisfies the objectives and specifications as listed in the Scope of Services in this RFP. The work plan shall be presented in the proposal such that it can be easily incorporated into the Services Agreement as Exhibit A.

This section shall include a description of how each key task will be performed and identify the deliverables. The work plan shall include enough detail to demonstrate a clear understanding of the project. It shall also include a staffing plan that identifies team members by task, and lists amount of time each team members can devote to the project.

5. Conflict of Interest Statement

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

6. References

Provide at least three references for each key team member (prime and/or subconsultant) from recent work like the Project. Include a brief description of projects associated with each reference.

7. Comments on or Requested Changes to Contract

The District standard Services Agreement is included as Attachment 2 to this Request for Proposals. The proposing firm shall identify any objections to and/or request changes to the standard contract language in this section. If no objections or changes are requested, then so note in this section.

8. Fee

The fee shall include a summary of anticipated hours, billing classification, and hourly billing rate for each member of the proposed consultant team for each work plan task, reimbursement levels for direct expenses, and a total not-to-exceed cost for requested products and services outlined in the Scope of Work. No cost increases shall be passed onto the District after the proposal has been submitted. Tax, if applicable, is to be listed as a separate line item. The fee shall be presented in the proposal such that it can be easily incorporated into the Services Agreement – Exhibit B.

SCOPE OF WORK

I. Introduction

The Wildomar Cemetery District is soliciting proposals to create a Master Development and Business Plan. The cemetery site is located at Palomar Road and Gruwell Street. The site is adjacent to the US Post Office. The Assessors Parcel Number(s) for the cemetery site are APN 376-060-001, 011, 012, 016, 028 031. The cemetery property is 13.4 acres with 5.5 acres developed.

The Wildomar Cemetery was established in 1898 and became a public cemetery district on March 28, 1955. On November 9, 2011, the District joined with the City of Wildomar as a Subsidiary District of the City of Wildomar. On July 26, 2018 Riverside LAFCO approved aligning the District Boundaries with the underlying City Boundaries to be effective July 1, 2019.

Now that the District and City Boundaries are aligned, the District desires to develop a phased build out plan of the property; validate if the District retains the correct acreage for ultimate needs; identify facility needs, office and equipment space; enhance and add features to the cemetery; identify ultimate staffing needs by phased development; review and update the fee schedule(s); and prepare an annual financial model through build out.

The cemetery is adjacent to Palomar Road. Areas of the cemetery are within the ultimate right of way for a future improvement to Palomar Road.

II. Scope of Services

The Scope of Services shall propose the various tasks and deliverables necessary for the District to adopt a Master Development and Business Plan (Plan). The project team (including sub-consultants) shall consist of the necessary disciplines led by a consultant experienced with the preparation of the Plan. The study shall include enough detail for planning purposes, cost estimates, area needs, space needs, and a conceptual site layout.

The first development phase shall inventory and assess the existing facility. Recommended improvements for the first phase shall address parking needs, accessibility routes, perimeter wall/fencing and relocation of burial spaces, walls, trees and landscape for the ultimate Palomar Road widening.

Subsequent development phases will be dependent on the business plan build out time line. Existing facilities including the Little League baseball field are expected to be relocated, reconstructed or removed in entirety to accommodate the best functional use of the conceptual site layout.

The business plan shall include a financial model addressing existing and future revenue and expenditures. Indicate anticipated capital outlay, major maintenance and/or phased site improvements by fiscal year. The business plan shall estimate the ultimate capacity needs of the district for services rendered. The master development plan would pictorially show the ultimate and phased improvement of the cemetery.

III. Schedule

Proposers shall submit a reasonable schedule with enough time and detail to conduct collaborative planning sessions with stake holders that ultimately leads to Board approval of the final Master Development and Business Plan. The Board conducts business meetings on the second Wednesday of each month. The Planning Commission conducts business meetings on the first Wednesday of each month. The District operates on a Fiscal Year starting July 1st and ending June 30th.

IV. Compensation

Firms shall propose a summary of anticipated hours, billing classification, and hourly billing rate for each member of the proposed consultant team. Reimbursement for direct expenses is eligible and should be included in the estimate of costs. The cost proposal shall provide a total not-to-exceed cost for the Consultants proposed work plan to achieve the desired Scope of Services. Progress payments will be reviewed and approved monthly. The Consultant is expected to prepare a monthly status report to be submitted with invoices. The report should include a detailed description of work performed during the preceding month for which charges have been submitted. The report should also include anticipated work to be performed during the upcoming month.

V. Attachments

1. Evaluation and Selection Criteria
2. Sample Professional Services Agreement

Attachments

Attachment 1: Evaluation and Selection Criteria

The District will evaluate all eligible RFP responses based on the following criteria:

- 1) Consultant understanding of the work to be performed (20%);
- 2) Qualifications, professional experience and skills of the consultant project manager and other proposed team members. Includes performance on similar projects (30%);
- 3) Work Plan and schedule to deliver the scope of services (40%);
- 4) Fee Proposal (10%)

The District may interview the top firm(s) and rank based on the following criteria:

- 1) Consultant fit with the District team and vision;
- 2) Consultant ability to facilitate the various disciplines and conduct collaborative meetings;
- 3) Consultant graphic and communication tools to pictorially represent the concept site plan.
- 4) Consultants knowledge of cemetery operations and state requirements.

Attachment 2: Professional Services Agreement

The standard consultant contract form used by the City of Wildomar is attached. Minor changes for the Wildomar Cemetery District will be made for the final agreement between the District and the selected consultant. See Agreement below.

AGREEMENT FOR SERVICES

By and Between

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

and

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

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

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for **[__ years/months]** commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ dollars (\$_____), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

All Final Work Product developed by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such Final Work Product if paid for by the City. This provision specifically excludes Service Providers' work notes and drafts, which are owned by Service Provider, not City.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

considered "voluntary" provided Service Provider gives City notice of such court order or subpoena.

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

Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Service Provider shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

A. General

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

(2) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for

claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including 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 Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

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

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

B. Design Professional Indemnification

To the extent Service Provider or any sub-consultants are Design Professionals as defined in Civil Code Section 2782.8, the following indemnification provisions shall apply:

(1) Indemnification by Design Professional. Where the services to be provided by Design Professional under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Design Professional agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Design Professional and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Design Professional's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Design Professional's proportionate percentage of fault.

(2) As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Design Professional agrees to indemnify, defend and hold harmless the City, its officers officials, employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the Design Professional's performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

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

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

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

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

SECTION 23. COOPERATION BY CITY.

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

SECTION 24. NOTICES.

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

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

To Service Provider: _____

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

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

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

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Wildomar Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding

shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

Gary Nordquist
City Manager

ATTEST:

Janet Morales
Acting City Clerk

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

By: _____

By: _____

Its: _____

Its: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

SIGNER IS REPRESENTING:

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

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.

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<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> OTHER _____	_____

SIGNER IS REPRESENTING:

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

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "B"
COMPENSATION

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

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

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

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

EXHIBIT "C"

INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

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

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.

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

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

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

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

ATTACHMENT B

AGREEMENT FOR SERVICES

By and Between

WILDOMAR CEMETERY DISTRICT,

**A Subsidiary District of the City of Wildomar, a Municipal
Corporation**

and

E. LEES + Associates Consulting Ltd.

**AGREEMENT FOR SERVICES
BETWEEN
THE WILDOMAR CEMETERY DISTRICT
AND
E. LEES + Associates Consulting Ltd.**

This Agreement for Services ("Agreement") is entered into as of this 13th day of November, 2019 by and between THE WILDOMAR CEMETERY DISTRICT, a subsidiary District of the City of Wildomar ("CITY"), a municipal corporation ("DISTRICT") and E. Lees & Associates Consulting Ltd., a Canadian Corporation ("Service Provider"). DISTRICT and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

C. Pursuant to the City of Wildomar's Municipal Code, City has authority to enter into this Services Agreement and the City Manager has authority to execute this Agreement. The City Manager serves the DISTRICT with the title General Manager.

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

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

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, DISTRICT agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One-hundred seven thousand, one hundred eighty dollars and eighty-five cents (\$107,180.85)**, unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of the DISTRICT, for a period of three (3) years after final payment under the Agreement.

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

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by DISTRICT, DISTRICT will use its best efforts to

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of DISTRICT and may be used, reused or otherwise disposed of by DISTRICT without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to DISTRICT 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 DISTRICT utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All Final Work Product developed by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of DISTRICT and may be used, reused or otherwise disposed of by DISTRICT without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to DISTRICT all such Final Work Product if paid for by the DISTRICT. This provision specifically excludes Service Providers' work notes and drafts, which are owned by Service Provider, not DISTRICT.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

(b) Service Provider, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the General Manager or unless requested by the District Counsel of DISTRICT, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not

be considered "voluntary" provided Service Provider gives DISTRICT notice of such court order or subpoena.

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

Service Provider shall promptly notify DISTRICT should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. DISTRICT retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with DISTRICT and to provide DISTRICT with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response. Service Provider shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

A. General

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

(2) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless DISTRICT and CITY, and any and all of their 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 Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

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

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

B. Design Professional Indemnification

To the extent Service Provider or any sub-consultants are Design Professionals as defined in Civil Code Section 2782.8, the following indemnification provisions shall apply:

(1) Indemnification by Design Professional. Where the services to be provided by Design Professional under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Design Professional agrees to indemnify, defend and hold harmless, the DISTRICT and CITY, their officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Design Professional and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the DISTRICT, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the DISTRICT, then Design Professional's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the DISTRICT and shall not exceed the Design Professional's proportionate percentage of fault.

(2) As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Design Professional agrees to indemnify, defend and hold harmless the DISTRICT and CITY, their officers officials, employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the Design Professional's performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the DISTRICT, its officers, officials, employees and volunteers.

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

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

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

Section 20 "Termination of Agreement." DISTRICT acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

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

of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of DISTRICT, 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 DISTRICT.

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

SECTION 24. NOTICES.

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

To DISTRICT:	Wildomar Cemetery District Attn: General Manager 23873 Clinton Keith Rd., Suite 201 Wildomar, CA 92595
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To Service Provider:	E. Lees & Associates Consulting Ltd. Atten: Erik Lees 509-318 Homer Street Vancouver BC Canada, V6B 2V2
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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.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims

that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

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

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the DISTRICT. The General Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the General Manager's contracting authority under the Wildomar Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The DISTRICT's General Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the Board of Trustees. The Board of Trustees hereby authorizes the General Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce DISTRICT's rights under this Agreement. All other amendments shall be approved by the Board of Trustees.

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

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

WILDOMAR CEMETERY DISTRICT

Gary Nordquist
General Manager

ATTEST:

Janet Morales
Acting City Clerk

APPROVED AS TO FORM

Thomas D. Jex
District Counsel

E. Lees & Associates Consulting Ltd.

By: _____
Erik Lees
Its: Principal

By: _____
Kathi Lees
Its: Co-Owner

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

SIGNER IS REPRESENTING:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

SIGNER IS REPRESENTING:

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

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

- A. Business Planning: (Land Needs Analysis, Product & Services Review, Financial Planning)
- B. Engagement Facilitation of Internal and External and Public Stakeholders
- C. Site Analysis and Evaluation and Survey
- D. Operations Analysis
- E. Site Planning + Design
- F. ADA Assessment Plan
- G. Cost Estimating for Budgetary Allowances

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

- A. Needs Analysis
- B. Engagement facilitation + Engagement Summary
- C. Site Evaluation
- D. Operations Analysis
- E. Product & Services Review
- F. Financial Plan
- G. Illustrative Development & Phased Implementation Plan
- H. Cost Estimate (Including costs for ADA improvements)
- I. Phased Capital Improvement Plan
- J. Site Topographic Survey, with Aerial Map

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

- A. 9 Biweekly Meetings + Following Status Reports (dates described below)
- B. B 1 Engagement Key Findings Report
- C. Draft Plan
- D. Final Plan

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

- | | |
|--|-------------------------------|
| A. Start-Up Teleconference followed by Status Reports | week of Nov. 18 |
| B. Phase 1 Deliverables: | |
| a. Background Data Request Form provided | week of Nov. 18 |
| b. Available data provided by Client | week of Jan. 6 |
| C. Biweekly Meetings followed by Status Reports | |
| a. Biweekly Meeting 1 | week of Dec.2 |
| b. Biweekly Meeting 2 | week of Dec.16 |
| D. Site Visit & Stakeholder Workshops | week of Dec.9 |
| E. Phase 2 Deliverables: | |
| a. Online Survey Outline; | week of Jan. 13 |
| b. Site Opportunities and Constraints Diagram; | |
| c. Engagement Key Findings Report | |
| F. Biweekly Meeting 3 followed by Status Report | week of Jan.13 |
| G. Phase 3 Deliverables: | |
| a. Key Data Analysis Findings | week of Jan. 20 |
| b. A schematic, Illustrative Development Plan | week of Jan. 20 |
| H. Biweekly Meeting 4 followed by Status Report | week of Jan. 27 |
| I. Online Survey Launch Feb. 3, Closes Feb. 28 | Launch Feb. 3, Closes Feb. 28 |
| J. Optional Public Open House / Phase 4 Deliverables: | |
| a. Draft Master Development and Business Plan | week of Feb. 10 |
| K. Optional Presentation to the Planning Commission | week of Feb. 10 |
| L. Biweekly Meeting 5 followed by Status Report | week of Feb. 10 |
| M. Issue Final Report | week of March 23 |
| N. Final Presentation + Phase 5 Deliverables: | |
| a. Printed and Bound Hard Copy; | week of Apr. 13 |
| b. Digital Copies; | |
| c. PowerPoint Presentation of the Master Development and Business Plan | |

O. Biweekly Meetings 6-9 followed by Status Reports

- | | |
|-----------------------|------------------|
| a. Biweekly Meeting 6 | week of Feb. 24 |
| b. Biweekly Meeting 7 | week of March 9 |
| c. Biweekly Meeting 8 | week of March 23 |
| d. Biweekly Meeting 9 | week of April 6 |

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

- A. Erik Lees FCSLA, RPP | Principal
- B. Josh Bernsen BLA, BCSLA, CSLA, RLA Oregon | LEES Senior Landscape Architect
- C. Jennifer Thibert BSc, CPA, CMA | LEES Business Manager
- D. Chelsey Schmidtke BDes, MLA, AALA Intern | LEES Associate

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

- A. Paul Swancott BS | DEA Planner
- B. Kim Rhodes BS | DEA Landscape Architect

EXHIBIT "B"

COMPENSATION

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

	Position	Role/Job	Hourly Rate (USD)
A.	LEES Principal/Senior Associate	Strategic Oversight	\$190 / hour
B.	LEES Business Manager	Business Planner	\$135/ hour
C.	LEES Senior LA	Project Manager	\$145/ hour
D.	LEES Associate	Technical Support	\$110/ hour
E.	DEA Senior Planner	Local Project Advisor + Representative	\$170/ hour
F.	DEA Registered LA	Local Project Advisor + Representative	\$190/ hour

- II.** Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$190 USD per hour without written authorization from the City Manager or his designee.

- IV.** The total compensation for the Services shall not exceed \$107,180.85 USD, as provided in Section 4 “Compensation and Method of Payment” of this Agreement.

EXHIBIT "C"

INSURANCE

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

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

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

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

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

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

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

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

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

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

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

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

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage

provided to DISTRICT, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the General Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against DISTRICT, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.

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

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

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

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

ATTACHMENT C

City of Wildomar
Cemetery District

Cemetery Master Development and Business Plan



LEES
+
ASSOCIATES

Proposal for Professional Services

Thursday, Oct. 3, 2019

[Amended for Agreement](#)

[October 30, 2019](#)

Contact Information:

509-318 Homer St, **Vancouver** BC Canada, V6B 2V2 | p: 604.899.3806 | f: 604.899.3805

51 Wolseley St, **Toronto** ON Canada, M5T 1A4 | p: 416 645 7033 | f: 415 645 7046

8 Boswell Crescent, **Whitehorse** YT Canada, Y1A 4T3 | p: 867.332.3806 | f: 604.899.3805

info@elac.ca | www.elac.ca

Cover Photo: Paul Swancott

509-318 Homer Street
Vancouver, BC
V6B 2V2

3rd October, 2019

Dan York
Assistant General Manager
City of Wildomar
Cemetery District
23873 Clinton Keith Road, Ste 201
Wildomar, CA 92595

Re: Request for Proposals for Professional Services for Cemetery Master Development and Business Plan

Dear Mr. York,

LEES+Associates is pleased to submit the enclosed proposal for consulting services for the abovementioned project. Head-quartered in Vancouver, B.C., and a provider of specialty services in cemetery planning and design across Canada and the U.S for 22 years. We believe our team's skills and expertise in cemetery planning, as well as experience providing business planning services to cemeteries, makes our team an excellent fit with this project.

Wildomar Cemetery District needs a Master Development and Business Plan for the future development of the Cemetery, as well as adaptive modifications arising from the widening of the adjacent Palomar Street. This Plan will require an assessment of land, facility, staffing and infrastructure needs for the delivery of a financial model (Business Plan), as well as a graphic Development Plan that shows the ultimate and phased improvements of the property through to build-out.

LEES+Associates is North America's largest comprehensive cemetery planning firm and the only firm with cemetery operations management expertise and in-house cemetery business planning services. Our comprehensive approach and the quality of our work has led to international awards in cemetery design and planning. Committed to both the project process and outcome, our team can provide the consistent staffing and support needed to complete the project on time and on budget. To ensure local insight, we are pleased to be partnering with senior planner Paul Swancott, and landscape architect Kim Rhodes of David Evans and Associates, Inc., based in Temecula and Ontario respectively.

We are confident that this proposal addresses the requirements outlined in the RFP; however, it is possible we have over or under-estimated the project needs. Please do not hesitate to give me a call if you have questions or would like to discuss any modifications or the optional services and cost saving measures outlined in our proposal. We look forward to the opportunity to work with you and your team.

Sincerely,



Erik Lees, FCSLA, RPP
Principal, LEES+Associates

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2 QUALIFICATIONS + EXPERIENCE

The owners of LEES+Associates have been involved with operating, managing, planning & designing public cemeteries since 1978. Our extensive experience in public and private sector cemetery management, administration, planning, and design is founded on our successful completion of almost 400 cemetery-related projects over the past 22 years. We are committed to staying at the forefront of trends and innovations in cemetery design and operations. Our strong understanding of past and current cemetery market conditions has equipped us to make sound, evidence-based projections for site-specific trends, future demand and revenues over time.

Our firm has been engaged with cemetery site and infrastructure maintenance, interments, exhumations, customer sales and service, budgeting, bylaws/ordinances, heritage conservation and operations reviews. We are the only cemetery planning firm in North America capable of bringing field experience, business and cemetery planning and design experience to our clients. We are proud to have assisted many public cemeteries to move towards cost recovery, based on our understanding of the unique aspects of each site and context, combined with the application of quantitative and qualitative methodologies. We use our proprietary Cemetery Business Case Analysis Tool™ (CBCAT) to analyze demographics, market information, capital and operating costs to forecast financial viability and quantify the return on investment for any proposed cemetery program.

The quality of our projects has been recognized by our peers. In 2018, our work on Iqaluit Municipal Cemetery was recognized with an Honor Award from the American Society of Landscape Architects (ASLA). This project was also awarded a Canadian Society of Landscape Architects' (CSLA) National Award of Excellence in 2017. As well, we received the Canadian Society of Landscape Architects awards of merit or excellence in design in 2008, 2009 and 2012. In the following pages we showcase projects relevant to the City of Wildomar Cemetery District Cemetery Master Development and Business Plan, and a collection of Project Profiles of some of our relevant cemetery planning experience can be found in Appendix C. We invite exploration of our website (www.elac.ca) and complete information about many other cemetery projects is available on request.

Reference contact information can be found in section 6, References. A short sampling of relevant projects includes:

- City of Lewiston Normal Hill Cemetery Master Plan, Idaho, USA (2015)
- “Together Forever” Whole Family Cemetery Master Plan and Lot Layout Plan, MeadowLawn Cemetery, San Antonio, Texas, USA (2018)
- Market and Feasibility Study, City of Garden Grove, California, USA (2014)
- Upland Hills Green Burial Feasibility Study, Wildlands, Oxford, Michigan, USA (2010)
- Mountain View Cemetery Masonic Section, City of Vancouver, British Columbia, Canada (2009)
- Iqaluit Municipal Cemetery, City of Iqaluit, Nunavut, Canada (2016)

- Hamilton Cemetery Business Plan Strategy, City of Hamilton, Ontario, Canada (2013-2014)
- Westbank Cemetery Enhancement —Phase 1, District of West Kelowna, British Columbia, Canada (2013)
- Village of Cumberland Cemetery Master Plan, Village of Cumberland, British Columbia, Canada (2014)
- Cemetery Master Plan + Business Plan, Diocese of Charlottetown, PEI Canada (2018)
- Cemetery + Cremation Business Plan, Woodland Memorial Park, Guelph Cemetery Commission, Ontario, Canada (2019)
- City of Vernon Cemetery Master Plan, City of Vernon, British Columbia, Canada (2019)

WHY LEES+ASSOCIATES?

Hiring a cemetery consultant is a task many cemetery managers and procurement specialists may only do once in their career. Criteria for hiring cemetery specialists are included in Appendix E to this proposal, but for the purposes of the City of Wildomar Cemetery District, our understanding is that the following skills are required:

- Expertise in sustainable business planning for municipal cemeteries
- Specialization in cemetery planning and management;
- Place, narrative and historic cemetery preservation skills.

Satisfying these needs as well as the many nuances of cemetery maintenance, finance, marketing and capacity is especially important as cemeteries are here forever. That is a long time. Significant long-term maintenance liabilities can accrue if cemetery plans do not reflect community need and history, financial objectives and the community's ability to sustain the cemetery through taxes or special levies.

Why is our team best suited to meet the District's needs? We are:

- The largest consulting firm in North America that specializes in all aspects of cemeteries;
- The only cemetery consulting firm that brings the powerful combination of maintenance experience, business expertise and design excellence to our projects;
- The only cemetery consulting firm in North America with "hands on" cemetery maintenance, management and administrative experience in City and government-run cemetery systems, and;
- The only cemetery consulting firm with staff trained in historic places evaluation and preservation.

Over the last 22 years, we have won awards for our cemetery work on new and historic sites. Our leaders often speak, write and lecture on cemetery trends and issues, and have attended over 70 bereavement-related conferences across North America, Europe, Africa and Australia.

Besides our skills with cemetery planning, we are great collaborators. We listen, respond and deliver site and organization-specific recommendations founded on rigorous research and analysis. The following sections of this proposal outline our team member's skills and how they apply to the District's needs.



Cemetery Sign, photo by Paul Swancott

PROJECT TEAM PERSONNEL + ROLES

Team members have been chosen with direct experience in cemetery and business planning and local knowledge of the Wildomar area, and have prior experience working together on previous cemetery planning projects in the western US.

Erik Lees, Principal, Landscape Architect and Planner, is familiar with Southern California's Public Cemetery community, and has presented specialized topics at the state association's annual conferences on numerous occasions. Erik will utilize his familiarity with California Cemetery practices in providing project management and strategic oversight. Our Project Landscape Architect, Josh Bernsen, has been practicing Landscape Architecture for 10 years in both the United States and Canada. Having grown up in Imperial Valley, Josh is intimately familiar with the social and physical landscape of Southern California.

Our partner firm, David Evans and Associates, Inc. (DEA), is currently and successfully collaborating with us on cemetery planning work for the City of Astoria's Ocean View Cemetery. Where LEES has brought specialized experience in cemetery and business planning, DEA contributes local expertise through connecting us with locally resident team members supported by their resourceful and reputable multidisciplinary firm. Their involvement has provided local perspective and on the ground insight valued by our client, and we suggest a similar model for this project in partnering with DEA's local planner Paul Swancott and California Registered Landscape Architect, Kim Rhodes. Paul brings over 20 years of professional planning experience in land use development throughout Southern California, including the Wildomar area, and will bring valuable local knowledge and intel to our project team. Kim has over 34 years of experience working in Landscape architecture within Southern California, and is familiar with the City, having worked on prior improvement projects for community parks and greenspace within Wildomar. She will bring to the team her local knowledge and professional oversight as a California Registered Landscape Architect and is supported by a team of 12 landscape architects, designers and irrigation specialists in DEA's Southern California offices.

All project team members have confirmed their availability for the duration of the project. Should any become unavailable, we would consult with the District and seek approval for equally qualified and experienced members of our team to step in. Please see Appendix C, Staff Resumes, for a CV overviewing past project experience for each team member.

Erik Lees FCSLA, RPP | Principal

Availability: Yes, for the duration of the project.

Back up Personnel: Catriona Hearn, BA, BLA | LEES Senior Associate

Proposed Role: Strategic Oversight

Responsibilities: Ensure project is on track to achieve objectives.

Erik is the Principal of LEES+Associates. He brings over 40 years of experience in cemetery design and management. Erik has worked in many projects in continental U.S. and Hawaii, as well as in Kenya & Ghana. His ability to create comprehensive cemetery Master Plans that optimize financial sustainability and meaningful places of memory is much sought after. For 10 years, Erik was responsible for the maintenance

of the City of Nelson's cemetery including opening and closing of graves, exhumations, re-interments, turf maintenance, customer service, liaison with funeral homes and site improvements. During the 10 years Erik was the Park Manager in West Vancouver, he was responsible for the operation and administration of Capilano View Cemetery including management of over 100 traditional burials a year, many more cremations and all the necessary statutory reporting requirements.

Over the last 22 years, Erik has led teams on projects including all aspects of cemetery planning and design from land needs assessment and site selection to detail design, construction and operations analyses. As part of Erik's personal and professional commitment to the art and service of cemeteries, he has researched burial, alternate interment, cremated remains interment and cemetery management and legislation in Sweden, Denmark, Holland, the UK, Africa and France over the last 10 years. He has spoken on trends in cemetery design in Canada, Europe and Africa and has published articles on his findings in cemetery trade journals. He is a charter member of the recently formed Green Burial Society of Canada and is one of only two cemetery planners in Canada that are both a Registered Planner (PIBC, CIP) and Registered Landscape Architect (BCSLA, CSLA).

Josh Bernsen BLA, BCSLA, CSLA, RLA Oregon | LEES Senior Landscape Architect

Availability: Yes, for the duration of the project.

Back up Personnel: Eileen Finn, BA, MLA, BCSLA Intern

Proposed Role: Project Manager and Landscape Architect

Responsibilities: Carry out day-to-day management of project tasks, oversee work of support staff + sub-consultants. Act as primary point of contact between LEES and the client.

Josh is a Registered Landscape Architect (RLA) in Oregon and British Columbia with over 10 years of experience in landscape design and construction on projects throughout Canada and the US. Josh brings a diverse range of experience in the design of cemeteries, public and private parks, open space, mixed-use developments, commercial projects, residential projects and construction project management. He is currently working on the Ocean View Cemetery Masterplan for the City of Astoria, Oregon and has worked on other cemetery projects including construction documentation for Grand Centre Cemetery in Cold Lake, Alberta and Prairie Sky Cemetery in Calgary, Alberta. Josh is also currently working on the Bear Creek Athletics Centre Feasibility Study, a conceptual masterplan identifying ways of improving a recreational facility bordered by two forested stream corridors.

Growing up in the Imperial Valley with family spread throughout Southern California, including the Temecula area, Josh is familiar with the landscape surrounding Wildomar. Josh also worked with the City of Brawley Little League in the conceptual design of a new Little League park.

Jennifer Thibert BSc, CPA, CMA | LEES Business Manager

Availability: Yes, for the duration of the project.

Proposed Role: Business Planner

Responsibilities: Carry out business case analysis and business planning aspects of the project.

Jennifer is the LEES+Associates Business Manager. She is an award-winning, Chartered Professional Accountant, Certified Management Accountant, with a Bachelor of Science from McGill University. Jennifer has two decades of experience in accounting, strategic management, demographic research,

feasibility studies, land need assessments, financial forecasting, business planning, marketing, cemetery operations and business case analyses. She manages our proprietary financial pro-formas and Cemetery Business Case Analysis Tool (CBCAT) © and financial pro-formas, a data integration instrument designed for the detailed analyses of municipal services.

Jennifer has played a key role in cemetery plans and studies for communities in Canada and the United States. Many of these plans have included a detailed financial plan and marketing strategy. Many of municipal cemetery systems she has worked for had both active burial sites, as well pioneer cemeteries that required heritage conservation and restoration programs.

Recent project experience in the United States includes sites owned and operated by the City of Lewiston (Idaho), the Christ Catholic Cathedral Corporation (California), the Roller Funeral Homes (Arkansas), and current work undertaken for the City of Astoria (Oregon). Our most complex cemetery project worked on in recent years by Jennifer, was a plan for the City of Hamilton, Ontario. It included 67 cemeteries, of which 22 sites were inactive, heritage cemeteries – some the oldest in Canada. This cemetery plan for the City of Hamilton, included a detailed marketing plan for its cemetery system.

Recent cemetery plans, where Jennifer and the LEES project team advises on both marketing and heritage conservation for pioneer sites, include our work for the Town of Whitchurch-Stouffville, ON, Village of Cumberland, BC and the City of Astoria, OR.

Chelsey Schmidtke BDes, MLA, AALA Intern | LEES Associate

Availability: Yes, for the duration of the project.

Back up Personnel: Patrick Beech, BA, MLA, BCSLA Intern

Proposed Role: Technical support + production of key deliverables

Responsibilities: Technical support as required on day-to-day project tasks.

Chelsey's interests and passions lie in the beauty of building communities and relationships with and within the land we live in. This has led to her work in cultural and heritage landscapes, as well as community development planning and design work for rural communities. Before undertaking her master's in landscape architecture at the University of British Columbia, she worked in the field as a geotechnical and geomatics technician and also freelanced as a photographer, graphic designer and event coordinator. Chelsey's experience ranges from work in communications and documentation, to community greenspace design-builds and culture and tourism planning. Chelsey has extensive experience in site analysis and infrastructure assessment reporting through her work in recapitalization assessment of recreation facilities within Jasper National Park, Alberta. Chelsey's cemetery experience includes strategic planning for lighting and wayfinding as well as roads, parking and water supply in Mountain View Cemetery, Vancouver, BC. She is also currently working on the Master Plan for Ocean View Cemetery in Astoria, Oregon.

Paul Swancott BS | DEA Senior Planner

Availability: Yes, for the duration of the project.

Back up Personnel: Kim Rhodes, BS, PLA, California

Proposed Role: Local Project Advisor + Representative

Responsibilities: Assist the LEES team in understanding local culture, characteristics, and processes and represent the project team locally during ongoing project meetings and consultation events with the District Board, City staff and leadership, stakeholders and the public.

Paul Swancott has 20 years of professional planning and project management experience in the public and private sector. He has worked as a project manager/consultant on a variety of projects for private clients throughout Southern California. Paul's background includes an extensive knowledge of the theories, principals, procedures, practices and trends in the field of land use development, including environmental analysis as they pertain to the entitlement process, including residential and commercial development. He has worked on general plan amendments, specific plan amendments, zone changes, tentative maps, development plans, revised permits, substantial conformance and use permits. Regarding California Environmental Quality Act (CEQA), Paul has hands on experience preparing, managing, reviewing, processing, and making recommendations regarding a project's compliance with CEQA.

Kim Rhodes BS | DEA Registered Landscape Architect

Availability: Yes, for the duration of the project.

Back up Personnel: Kim Rhodes, BS, PLA, California

Proposed Role: Local Project Advisor + Representative

Responsibilities: Assist the LEES team in understanding local culture, characteristics, and processes and represent the project team locally during ongoing project meetings and consultation events with the District Board, City staff and leadership, stakeholders and the public.

Kim is a California registered, award-winning landscape architect, client manager and vice president with DEA. For the past 34 years, she has been responsible for landscape architectural design and management on numerous projects, including design and planning for parks, trails, streetscapes/roadways, sports facilities, transportation corridors, structure aesthetics, schools and universities, commercial, residential, and industrial developments. She manages large, multi-disciplinary projects including on-call services contracts for Caltrans District 8, Walt Disney Imagineering, and the City of Los Angeles, to name a few.

3 PROJECT UNDERSTANDING + APPROACH

PROJECT UNDERSTANDING

The City of Wildomar has seen rapid population growth over the last 20 years, almost doubling from 2000 to 2010. The Cemetery District incorporated with the City of Wildomar in 2011, and recently aligned its boundaries with the City to better serve Wildomar residents. The Cemetery District requires a financial plan and business model for the Cemetery to ensure its ability to serve this quickly changing community, as well as a phased plan for the future development and build-out of the Cemetery in meeting community needs. Rapid growth has also led to development pressures such as the proposed improvement and widening of adjacent Palomar Street, having the potential to significantly impact the Cemetery. The Master Development and Business Plan will need to address this in the first phase of implementation.

Currently 5.5 acres of the 13.4 acre Cemetery District property is developed, and part of the property has two baseball fields used by the community. Future development of the remaining 7.9 acres will require an evaluation of the future land, facility, staffing and infrastructure needs. This will take place during the production of a Development Plan designed to be supported by a financial model (Business Plan). In addition to the impacts of improving and widening Palomar Street, this phased Development Plan ~~needs to consider~~ will identify the impacts of the proposed road realignment and the eventual relocation of the ball diamonds as the Cemetery expands as well as other impacts from the widening project.

The Business Plan will assess the current fee structure, revenue sources and endowment/perpetual care fund (PCF) for sustainability of operations and determining an annual financial model for improvement of the Cemetery. The Plan will ensure the Cemetery has adequate land for their needs, while determining site improvements, their associated costs and a build-out timeline.



Cemetery Perimeter,
photo by Paul Swancott



Cemetery Gate, photo
by Paul Swancott

APPROACH

Specialized Experience

Our collaborative approach is based on a blend of leading-edge cemetery business planning, a defensible design process, and the broad institutional knowledge of our team—including a first hand, practical understanding of the issues associated with maintaining and managing cemeteries.

Local Knowledge

We are familiar with the specific infrastructural and operational requirements of cemeteries, and have assembled a project team that includes professionals with a solid understanding of the geographic, biophysical and social characteristics of the southern California region. Our project manager and landscape architect, Josh Bernsen, has a deep understanding of the area, having been born and raised in Imperial Valley. We are also partnering with consulting firm David Evans and Associates, Inc. (DEA), to ensure local expertise and experience working in Wildomar and the surrounding areas. We have a dedicated cemetery business planning professional in-house (a certified business accountant), personnel with a wealth of cemetery planning, policy, design and construction expertise, and skilled technical staff. We will invest all of these resources in developing a Master Development and Business Plan that responds to the needs of the City of Wildomar Cemetery District and its community partners.

Stakeholder Engagement

In addition to our experience and expertise in this field, our approach typically incorporates an engagement process to incorporate the unique needs of the community. We will gain local insights and perspectives through our partnership with our resident professional team, DEA, and by engaging Cemetery District Board members, Staff and elected officials. Ideally, we also engage with religious, ethnic, and heritage community leaders as well as professionals in the bereavement service sector early on in the process.

Collaboration

We see the planning of the Cemetery as a collaborative exercise with the District, and will be working closely with the District project team to build an informed, comprehensive business plan. Our core process involves



Wildomar Cemetery Landscape, photo by Paul Swancott

collaborative internal and external stakeholder workshops, valuable learning and visioning exercise opportunities for the District to learn about Cemetery trends and best practices. Based on the breadth and diversity of our cemetery portfolio, we are uniquely qualified to review current best practices in cemetery operations and management across North America. We would engage with the Cemetery District board early in this process to familiarize everyone with the planning process and ensure alignment of the project outcomes with the organization's goals.

Engagement

We believe cemeteries are unique places representing the community and preserving the regions history, and that understanding the community is essential in planning for a sustainable cemetery operation. Our collaborative workshops are a key piece of building this understanding with the project team, however there are additional methods we can help facilitate in directly engaging residents of Wildomar, the first in the form of an online survey, and the second an optional public open house. These public engagement events are an opportunity to build community awareness of the cemetery and services it provides, as well as key issues it faces and options for moving forward. These events also help connect the project team with the community, allowing them to listen to the needs of the residents in helping guide the Master Development and Business Planning process, and gauge buy-in of various strategic recommendations in ensuring proposed solutions are appropriate to community preferences.

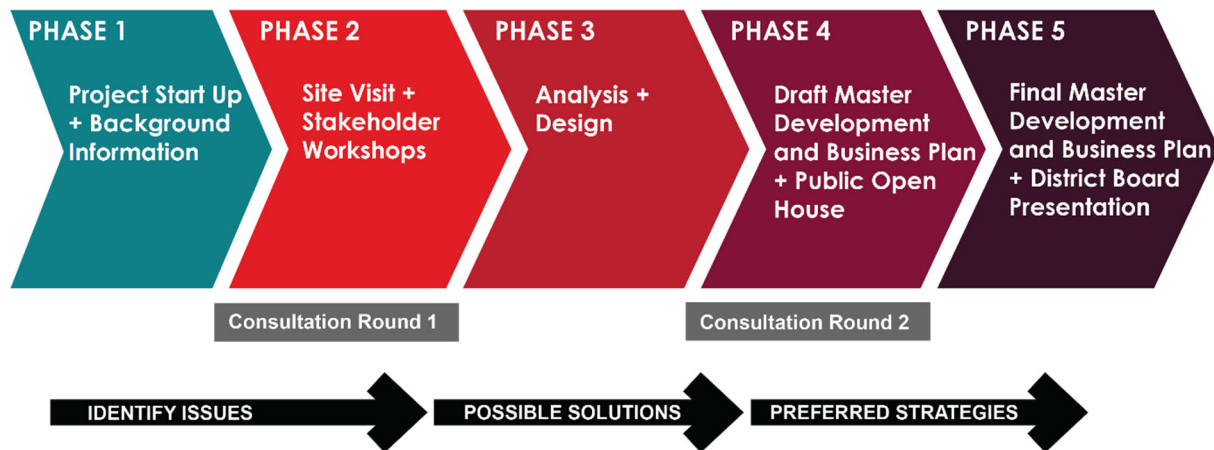
The resident survey has been included in our work plan as a value-added service, as we believe these efforts would advantageously inform the work to deliver an actionable and sustainable Master Development and Business Plan appropriate for Wildomar residents. The open house has been included in our work plan as an optional service to bolster efforts engaging residents in working with the District to develop a meaningful vision that invigorates Wildomar Cemetery by connecting people to memory and to their presence in this region.

The engagement aspect of our services— and this proposal — warrant further discussion with you. We would need to become familiar with the extent of any relevant engagement to date, and the City's policies regarding engagement with the community, both at-large and with specific stakeholders. We have provided a program of services and service options for a fairly robust engagement plan. However, if you feel this level of engagement is not necessary, we can of course reduce our scope to remove the value-added service of a survey, and the associated fees.

4 WORK PLAN

Our planning methodology involves three stages—we first identify issues through intensive information gathering, background data analysis, and consultation; we then outline possible solutions, and zero in on preferred strategies.

The detailed work plan is broken out under the following phases:



The background data analysis ensures the financial model and improvement recommendations are strategically anchored in understanding the District's current financial position, local interment trends and future projections for the cemetery, site constraints and opportunities, as well as understandings of local history, culture and preferences. We will work closely with the District Project team to gather the necessary information, and also collaborate on the engagement of key internal and external stakeholders.

We propose two rounds of consultation and engagement: The first, included in our scope of services, is a means of gathering information; the second would serve a way of getting feedback on recommendations. Consultation and engagement will be further detailed in the following pages.

PHASE 1: PROJECT START UP + BACKGROUND INFORMATION

Upon receiving your notice to proceed, we will:

- Set up a time for an administrative start-up meeting with you and your team. We would hold this via telecom (or videoconference, if possible), with the focus to be confirming desired project outcomes, final deliverables, and schedule;
- Provide you with our custom “Background Data Request Form,” which itemizes the specific information we will need for this scope of work. We would review this at the meeting to determine available and relevant background information related to the site, its physical character, and financial records;
- Gather information confirming and documenting occupied, unoccupied and sold burial lots;
- Schedule the site visit and stakeholder workshops.
- Collaboration with the District to identify key internal and external stakeholders. This would include but would not be limited to: municipal employees, the Planning Commission, the Wildomar Historical Society, site contractors, religious and non-profit organizations, local Veterans Affairs groups, as well as funeral home representatives, memorial suppliers etc. This list would be subject to your approval, additions and changes, **though we strongly recommend the attendance of members of the Cemetery District Board at the Internal Staff and Stakeholder workshop for introduction of the project team and orientation of the project process.** We will provide Aa draft invitation ~~can be provided~~ for internal and external stakeholder workshops; however, we recommend the workshop invites being distributed by the District.

We propose a regular bi-weekly teleconference meeting schedule is established with the consultant team, the District’s Project Manager and support staff to maintain the efficient flow of project information and momentum. These bi-weekly meetings will be followed by the issue of meeting minutes that will also serve as **Project Status Reports** on deliverables for the duration of the project.

Meetings	Deliverables	Proposed Client Responsibilities
<ul style="list-style-type: none">▪ Start-up Meeting▪ Bi-weekly teleconferences	<ul style="list-style-type: none">▪ Meeting agendas and minutes (Project Status Reports)▪ <u>Background Data Request Form</u>▪ <u>Draft stakeholder meeting agenda</u>	<ul style="list-style-type: none">▪ Attend start up Meeting▪ Provide background information (City growth projections, cemetery activity, inventory and financial records etc.)▪ Attendance at bi-weekly project teleconference meetings▪ Organizing the venue for the Cemetery Workshops▪ Distribution of Workshop invites

PHASE 2: SITE VISIT + STAKEHOLDER WORKSHOPS

With our research and data review under way, we will organize site visit and the stakeholder workshops. The workshops serve as a means to engage with Cemetery District staff and leadership (“internal stakeholders”) as well as key external stakeholders and service providers involved or interested in the Districts’ Cemetery services (“external stakeholders”) to provide insight and feedback on key issues facing the Cemetery.

This phase will include:

- A site visit to the Wildomar Cemetery site. During this site visit, we will:
 - Conduct a general site inventory of existing site features and infrastructure. Information gathered will be cross referenced with a topographic (topo) survey procured for this project;
 - Assess cemetery features, quality of remaining inventory and capacity, products and services being offered (columbarium niches etc.);
 - Evaluate overall appearance and functionality, facility and infrastructure needs, signage and wayfinding, circulation routes, and perimeter conditions (including the existing wall and perimeter trees) to identify risks as well as opportunities for improved yield and new revenue streams;
 - An ADA assessment of the current 5.5 acres of developed cemetery lands which will be included in the Phase I development plan, and
 - Evaluate the impact of the Palomar Street widening project and the expected relocation of burials.
- Two “Stakeholder Workshops”, one for internal stakeholders such as members of the District Board, Staff and City Council representatives and the other for external stakeholders. In these workshops we will:
 - Introduce the team, offer an overview of the Development and Business Planning process, our preliminary findings, and local, national and international cemetery trends;
 - Provide an overview of our approach, preliminary findings, and local, national and international cemetery trends and issues, and to ask questions;
 - Discuss capabilities and constraints of Wildomar Cemetery, and the changing needs and wishes of the community, and;
 - Discuss with attendees their expectations of the cemetery.
- Following the workshop we may reach out as necessary for interviews with select staff and identified key stakeholders to obtain their informed input on the local market, identify community needs and assess the possibility and merit of future temporary land use opportunities. ~~In some instances, we have met with sports groups when we have either~~

~~designated temporary land uses or served notice to the groups that the sports fields would become cemetery land in the near future.~~

- ~~▪ Collaborate with staff to prepare content for an online survey to expand the reach of our engagement process. We would seek to capture stakeholder perspectives and opinions about the Cemetery directly from City residents. We suggest preparation of the survey as early as possible in the project to ensure its availability for at least four weeks.~~
- ~~▪ Should the optional Public Open House service be elected, we will collaborate with staff to organize a public open house to extend the reach of engagement to the community as a whole to capture public opinions and views of the Cemetery as well as more comprehensively defining community service preferences and needs. The public open house is will take place in phase 4, however it is helpful to organize and give notice of this event early to encourage attendance.~~
- Key findings of the engagement process will be summarized and discussed with the Staff project team/Project Leader. These key findings will inform and help us develop the Master Development and Business Plan.

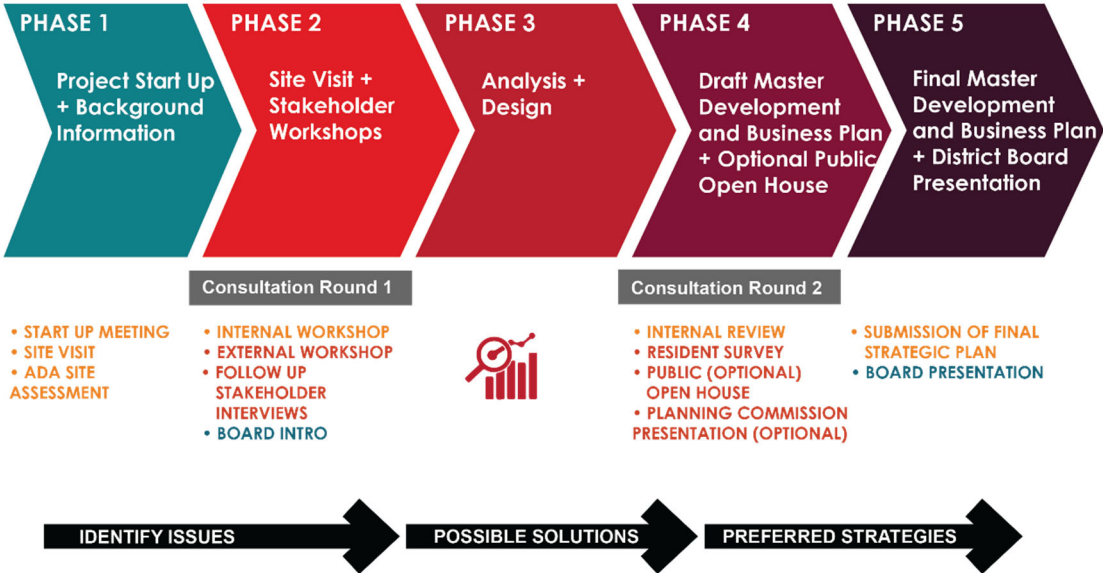
The consultation and engagement of internal and external stakeholders, the resident survey, as well as proposed public open house, are an important component of our information gathering process. These events provide opportunity for residents to engage in the planning process and allow for community information sharing and gathering in determining strategic recommendations appropriate for the City of Wildomar Cemetery District and residents. If, however, the District has already engaged with the community or decided that this plan will move forward with somewhat less engagement, we can adjust the workplan accordingly.

A diagram for our engagement plan can be seen on the following page.

Meetings	Deliverables	Proposed Client Responsibilities
<ul style="list-style-type: none"> ▪ Cemetery Workshop ▪ Interview meetings with identified District staff ▪ Bi-weekly teleconferences 	<ul style="list-style-type: none"> ▪ Meeting agendas and minutes (Project Status Reports) ▪ Online Survey Outline for District residents ▪ Site Opportunities and Constraints Diagram ▪ Engagement Key Findings Report from the consultations with District Board members, District Staff and community stakeholders 	<ul style="list-style-type: none"> ▪ Attendance at Workshop ▪ Assist in organizing Staff and key stakeholder interviews ▪ Attendance at bi-weekly project meetings ▪ <u>Attendance of Cemetery Board Subcommittee, exact dates TBD</u>



ENGAGEMENT DIAGRAM



PHASE 3: ANALYSIS + DESIGN

During this phase, we will use the information generated in the previous phases (data, records, site condition reports and photos, feedback from our engagement with District staff, industry stakeholders and family and resident stakeholders) to start our data analysis and interpretation.

A key tool for our market, capacity and financial analysis is our proprietary Cemetery Business Case Analysis Tool© (CBCAT), which we developed for our work in public cemeteries. This tool consists of a program of interlinked spreadsheets that build estimated future return, income and cash flow projections from historic data sets. This historic data is then used to project the future demographic profiles, market trends, interment activity, capital development, care and maintenance fund growth, interest income, operating revenues and costs. The sensitivity analysis functionality built into the CBCAT enables creation and comparison of an infinite number of scenarios, testing different variables, such as changes to market trends, pricing, marketing, and activity rates. This tool has been very successful in helping public cemeteries determine how they can achieve their goals for financial sustainability in concert with their desired levels of environmental and social sustainability.

We will present key findings from our comparisons, inventory and analysis studies, and our assessment of the cemetery's operational strengths and weaknesses in a variety of formats, including tables, charts and graphs, plans, conceptual diagrams and sketches, and written summaries describing land needs and potential opportunities, products and services for capital development.

This will lead to the development of an illustrative development plan to inform prioritized and strategic recommendations for the draft report. Cemetery land needs and potential products and services identified in our analysis will be integrated with the bio-physical and facility needs analysis to create a layered plan that includes: existing and future burial and memorialization area layers; proposed centerline locations for cemetery roads; future building locations; access, egress and non-motorized routes; cemetery walls and perimeter treatment, entry gates, and parking needs, as well as future trees for all phases of development, temporary on-site nursery location, and other supporting landscaping. The concept plan will be presented with multiple phases;

- Initial Development Phase — Identify the impacts of Palomar Street widening and addressing improvements to the current cemetery infrastructure, and
- Subsequent Development Phases — will address the future build-out as needed by projected capacity need and future cemetery operations determined in our analysis.

We will review all of these components in draft form with the team, providing time for discussion and comment to refine recommendations to be included in the Draft Master Development and Business Plan.

Meetings	Deliverables	Proposed Client Responsibilities
<ul style="list-style-type: none"> Bi-weekly teleconferences 	<ul style="list-style-type: none"> Meeting agendas and minutes (Project Status Reports) Key Data Analysis Findings A schematic, Illustrative Development Plan <u>Elevations of cemetery frontages; Walls, Gates, Signage, etc.</u> <u>Nursery location</u> <u>Future footprint of a Celebration Hall/Chapel</u> 	<ul style="list-style-type: none"> Attendance at bi-weekly project meetings

PHASE 4: DRAFT MASTER DEVELOPMENT AND BUSINESS PLAN + SURVEY + (OPTIONAL) OPEN HOUSE

Findings and recommendations from the background review, site visit and stakeholder engagement, as well as inventory and analysis phases, will be strategically developed into a Draft Master Development and Business Plan. The Business Plan component of the document will include the items described below. The Development Plan component of the document will be an illustrative representation of the vision for the site over time, and will depict phasing to help guide the future development of the Wildomar Cemetery District.

The Draft Master Development and Business Plan will be delivered to District Staff for internal circulation and comment. During this review period we will schedule a presentation to the Planning Commission to present our findings and draft plan. This optional meeting with the Planning Commission will be an opportunity to present the project and preliminary findings to the Commission and also allow for them to provide feedback on the project. Following the review period, we will setup an Internal Review Meeting with the project team via teleconference. District comments will be collected and inventoried for response tracking. The team will collaborate with the District's project manager on revisions that are to be incorporated into the Draft Report.

The resident survey, developed with the District team will be launched during this phase, will assist in revealing local preferences that will inform service offerings and offer the community an opportunity to engage in the planning process.

Should the service of an optional open house be elected, we will work with the District project team in facilitating the event to inform the public and stakeholders of the planning process, assisting in building community awareness of the cemetery and services it provides, as well as key issues it faces and options for moving forward. Feedback and comments will be synthesized in time for the team to discuss with the District and incorporate before the Draft is finalized. This event also creates opportunity to hold a separate in-person meeting for the presentation and discussion of the Draft Master Plan Report to the District's project team.

The Draft Master Development and Business Plan will include the following components;

BUSINESS PLAN

Needs Analysis – This will include a market study of the cemetery’s catchment area, and a demographic study of local demand relative to the cemetery’s capacity to meet the needs and wishes of the local community and greater County. The needs analysis will also identify current and future facility needs as well as Full Time Equivalent (FTE) staffing needs throughout the phased build-out.

Engagement Summary – This will include a summary of feedback from the consultation of District staff, Council leadership, the District Advisory Board, and other cemetery stakeholders including community residents, funeral service providers, along with heritage, religious and ethnic groups.

Site Evaluation – This will include an assessment of the site’s physical challenges and opportunities, represented in plan. This would include at least three graphic layers: Circulation/Access, Vegetation, and Interment. A key piece of this evaluation is identification of existing developed capacity (occupied and unoccupied lots/graves); undeveloped capacity (where interment space has not yet been laid out), and areas deemed undevelopable (due to soil, slope, groundwater/other geotechnical concerns, existing vegetation, easements or other constraints). An overlay of the Palomar Street widening will also be indicated on the graphic layers.

Operations Analysis – This will include a review of the policies, procedures, and staffing, organizational and maintenance resources in the District’s current cemetery operations.

Product & Services Review – This will include an analysis of the diversity and pricing of the District’s cemetery services and offerings, based on a regional price benchmarking study.

Financial Plan – This will include a study of the financial performance and sustainability of the District’s operations and maintenance at Wildomar Cemetery, as well as an assessment of the Cemetery’s Endowment or Perpetual Care Fund (PCF) and revenue streams.

Cost Estimate – This will include preliminary costing of the proposed Phase 1 build-out (sufficient for at least 15 years of interment) and any other priorities defined through the strategic development process.

DEVELOPMENT PLAN

Illustrative Development & Phased Implementation Plan – This plan will graphically illustrate the vision for The Districts’ Cemetery and will include a prioritized list of recommendations, phasing plans and guidelines for future strategic development. The phased build-out will be supported by the annual financial model including a timeline of critical points when capital improvements should be budgeted-

ONLINE SURVEY

The online survey will provide the opportunity for the community to review the draft master plan and provide comments as well as additional perspectives on their experience with the Cemetery. We suggest preparation of the survey as early as possible in the project to ensure its availability online for at least 2-4 weeks.

OPTIONAL ADDITIONAL SERVICES

~~We have previously described the merits of a **Public Open house**. This engagement event would happen approximately a week after the launch of the resident survey. Should the service of facilitating this event be desired, our project team could **arrange for the in-person presentation and discussion of the submitted Draft Master Development and Business Plan as an additional value-added service**, taking advantage of the teams' additional time on site.~~

~~An additional service not specified in the RFP would further enhance awareness of the District's cemetery service:~~

~~**Marketing Strategy** — This could include an examination of best practices at North American cemeteries for cemetery promotion, outline what sets Wildomar Cemetery apart from other nearby cemeteries. This would identify the factors behind the choice of disposition and interment by Wildomar residents and will propose a community engagement strategy that can be rolled out over time.~~

~~We would be happy to discuss, should the Wildomar Cemetery District wish to pursue these services.~~

Meetings	Deliverables	Proposed Client Responsibilities
<ul style="list-style-type: none"> Internal Draft Review Meeting Presentation of Draft Master Plan Report to District leadership Presentation of Draft Master Plan to the Public and Stakeholders for comment <u>Bi-weekly teleconferences</u> <u>Optional Planning Commission Meeting</u> <u>Optional Open House</u> 	<ul style="list-style-type: none"> Meeting agendas and minutes (Project Status Reports) <u>Draft Master Development and Business Plan</u> <u>Online Survey Outline for District residents</u> <u>Optional Public Open House Presentation Material (if required)</u> 	<ul style="list-style-type: none"> Attend Internal Review Meeting Collect internal comments via an itemized excel sheet; provide to project team to track responses. Assist in organizing Public Open House & presentation of Draft Master Plan Report to Stakeholders and the Public Collect and organize feedback from public presentation. Coordinate with project team on final revisions to the draft report.

PHASE 5: FINAL MASTER DEVELOPMENT AND BUSINESS PLAN

Based on feedback from District staff and elected officials, bereavement sector stakeholders, and the public on the Draft Development and Business Plan, we will make revisions and prepare the Final Plan. In this final version, we will ensure that the document is user friendly, easy to read and navigate and attractive. An implementation table that includes priorities, timelines, and order of magnitude cost estimates for each major recommendation will be included for ease of future reference, budgeting and communications.

The Final Master Development and Business Plan will be submitted along with a summary PowerPoint presentation. The presentation will describe the planning process, the findings of the analysis and evaluation process, and the Master Development and Business Plan’s recommendations for a sustainable and successful future of the Wildomar Cemetery District.

In interest of using project time and budget for effective production, we propose an online presentation of this plan to the District Board of Trustees for approval, via WebEx or the District’s preferred video conferencing software. Should the District Board prefer however, there is an optional service for presenting the Final Master Development and Business Plan, in- person.

Meetings	Deliverables	Proposed Client Responsibilities
<ul style="list-style-type: none"> Bi-weekly teleconferences 	<ul style="list-style-type: none"> Meeting agendas and minutes (Project Status Reports) Printed and bound hard copy of the plan Digital copies of the plan in Microsoft Word and .pdf formats PowerPoint presentation of the Master Development and Business Plan (see above) 	<ul style="list-style-type: none"> Attend Bi-weekly teleconference meeting Organize presentation of the Final Master Plan Report to the Cemetery District Board of Trustees and if necessary elected officials, including City Council Members

SUMMARY OF SERVICES PROVIDED

An overview of the proposed services is listed below. Please see Appendix F for the completed form *Exhibit "A", Scope of Services*.

Proposed services:

- Business Planning: (Land Needs Analysis, Product & Services Review, Financial Planning)
- Engagement Facilitation of Internal and External and Public Stakeholders
- Site Analysis and Evaluation and Survey
- Operations Analysis
- Site Planning + Design
- Cost Estimating for Budgetary Allowances

OPTIONAL SERVICES

The following optional services to be considered as the project progresses:

Planning Commission Presentation – A second in-person presentation to the Planning Commission will give the opportunity to provide a status updates on the project progress. This presentation will also allow for the Planning Commission to provide feedback to the consulting team.

Public Open House - Should the optional Public Open House service be elected, we will collaborate with staff to organize a public open house to extend the reach of engagement to the community as a whole to capture public opinions and views of the Cemetery as well as more comprehensively defining community service preferences and needs. The public open house is will take place in phase 4, however it is helpful to organize and give notice of this event early to encourage attendance.

Final Presentation to Council – An option to present in-person to Council during a regular scheduled meeting would occur instead of the proposed online video presentation. The in-person meeting would include reimbursables for travel and additional fees for travel time.

MILESTONE PROJECT SCHEDULE

An overview of the proposed schedule is listed below. Please see Appendix A for a detailed Schedule.

Key Milestones	Responsibility	Target Completion Dates
1. Start-Up Teleconference followed by Status Reports	<ul style="list-style-type: none"> Project Team + Client attend Start-up Meeting 	Week of Nov. 18
2. Phase 1 Deliverables: 2.1 Background Data Request Form	<ul style="list-style-type: none"> Project Team to provide Data Request Form, Client to provide available data. 	Form delivery: Week of Nov. 18 Data delivery: As soon as possible, goal of all data retrieved by week of Jan. 6th
Biweekly Meeting 1 & 2 followed by Status Reports	<ul style="list-style-type: none"> Client to attend, Project Team to facilitate discussion on project update, and supply and circulate meeting notes for review and confirmation as Status Report. 	Biweekly Meeting and Status Report: 1 (week of Dec.2) 2 (week of Dec.16)
4. Site Visit & Stakeholder Workshops	<ul style="list-style-type: none"> Client to attend workshops + site walk, Project Team to facilitate with organizational assistance from Client (invitations, venue etc.) 	(week of Dec.9)
5. Phase 2 Deliverables: 5.1 Online Survey Outline; 5.2 Site Opportunities and Constraints Diagram; 5.3 Engagement Key Findings Report	<ul style="list-style-type: none"> Project Team to deliver for discussion during a Biweekly Client Meeting. 	5.1, 5.2, 5.3 by week of Jan. 13
Biweekly Meeting 3 followed by Status Report	<ul style="list-style-type: none"> Client to attend, Project Team to facilitate discussion on project update, and supply and circulate meeting notes for review and confirmation as Status Report. 	Biweekly Meeting and Status Report: 3 (week of Jan. 13)
6. Phase 3 Deliverables: 6.1 Key Data Analysis Findings 6.2 A schematic, Illustrative Development Plan	<ul style="list-style-type: none"> Project Team to deliver for discussion during a Biweekly Client Meeting. 	Phase 3 Deliverables: 6.1 (week of Jan. 20) 6.2 (week of Jan. 20)
3.4 Biweekly Meeting 4 followed by Status Report	<ul style="list-style-type: none"> Client to attend, Project Team to facilitate discussion on project update, and supply and circulate meeting notes for review and confirmation as Status Report. 	Biweekly Meeting and Status Report: 3 (week of Jan. 27)
7. Online Survey Launch	<ul style="list-style-type: none"> Client to launch survey, Project Team to assist as necessary. 	Online Survey Launch Feb. 3 Survey Closes Feb. 28
8. Optional Public Open House / Optional Planning Commission Presentation / Phase 4 Deliverables:	<ul style="list-style-type: none"> Project Team to deliver Draft, two weeks allotted for client review. 	Phase 4 Deliverables: 8.1 (week of Feb. 10)

8.1 Draft Master Development and Business Plan		
Key Milestones	Responsibility	Target Completion Dates
Biweekly Meeting 5 followed by Status Report	<ul style="list-style-type: none"> Client to attend, Project Team to facilitate discussion on project update, and supply and circulate meeting notes for review and confirmation as Status Report. 	Biweekly Meeting and Status Report: 5 (week of Feb. 10)
9. Issue Final Report	<ul style="list-style-type: none"> Project Team to deliver, two weeks allotted for client review. 	Issue Final Report (week of March 23)
10. Final Presentation + Phase 5 Deliverables: 10.1 Printed and Bound Hard Copy; 10.2 Digital Copies; 10.3 PowerPoint Presentation of the Master Development and Business Plan	<ul style="list-style-type: none"> Presentation of Final Strategic Plan by Project Team to City Cemetery District Board of Trustees for Client approval of Document. 	Final Presentation + Phase 5 Deliverables: 10.1, 10.2, 10.3 by week of April Aug. 13
Biweekly Meeting 6-9 followed by Status Reports	<ul style="list-style-type: none"> Client to attend, Project Team to facilitate discussion on project update, and supply and circulate meeting notes for review and confirmation as Status Report. 	Biweekly Meetings 6-9 and Status Reports: 6 (week of Feb. 24), 7 (week of March 9) 8 (week of March 23) and 9 (week of April 6)

5 CONFLICT OF INTEREST STATEMENT

There is no known financial, business, or other relationship with the District that may have an impact upon the outcome of this contract.

6 REFERENCES

Provided below are three representative projects and corresponding references from LEES+Associates, followed by a project and reference of our partnering firm, DEA.

LEES+ASSOCIATES HIGHLIGHTED PROJECT EXPERIENCE + REFERENCES

The three LEES projects listed in the table below describe applicable experience in completing cemetery planning and design work, and are further detailed in the following pages. We are proud not only of the work we have completed, but of the working relationships we have established with these clients. We encourage you to contact the individuals provided for reference regarding the skills and background outlined in this proposal. Please see Appendix C for a series of additional project profiles highlighting applicable experience. The table below shows project experience and reference overlap for LEES team members.

Project	LEES Team			
	Erik Lees	Josh Bernsen	Jennifer Thibert	Chelsey Schmidtke
Normal Hill Cemetery Master Plan	X		X	
Ocean View Cemetery Master Plan	X	X	X	X
Whole Family Cemetery Master Plan and Lot Layout Plan	X		X	

Normal Hill Cemetery Master Plan, City of Lewiston, Idaho

Project Description:

The City of Lewiston commissioned LEES+Associates to prepare a rigorous Master Plan for Normal Hill Cemetery to preserve the key features while providing a road map for the future development of the only city-operated cemetery located in Lewiston, Idaho. The Master Plan report provided a guiding vision and reviewed the City’s commitment to the long-term sustainability of its cemetery operations. The Normal Hill Cemetery Master Plan involved evaluation of the cemetery’s existing inventory, market, site conditions, capital improvements, operating cost and revenue assumptions to inform the future of the cemetery program; financial *pro formas* for future operations, investments and risks, and a summary of marketing initiatives and investments that will enhance the life of the program and generate future revenue. The final Master Plan Report included the following key elements:

Demand/Needs Analysis Findings, Facility Assessment, Operations and Governance, Product and Services, Financial Plan, Marketing Strategy, Conceptual Plan as well as all associated strategic recommendations.

The recommendations contained in this master plan were strategically designed to move the cemetery towards a model of long-term sustainability. They require adjustments in operations, administration and service offerings, as well as effective partnerships with community organizations. The recommended efforts and adjustments are investments in both the City’s economic health and culture, showing residents that Normal Hill Cemetery is not only eager to serve community needs, but will continue to be a key piece of the historic and open space fabric of Lewiston.

Key Team Members + Their Roles:

Position	Staff	Role
LEES Principal	Erik Lees FCSLA, RPP	Strategic Project Oversight
LEES Associate	Jennifer Thibert BSc, CPA, CMA	Business Planner
LEES Associate	Eileen Finn BA, MLA, BCSLA Intern	Project Landscape Designer

Tim Barker can describe our firm’s design work for the City of Lewiston in Idaho in 2015. We delivered a detailed Cemetery Master Plan for the Normal Hill Cemetery that included a physical concept plan and associated recommendations.

Project Reference:

Tim Barker, Parks and Recreation Director, City of Lewiston, ID, USA
1134 F St, Lewiston, Idaho, 83501, United States p: 208-746-2313 | e: TBarker@CityofLewiston.org

Ocean View Cemetery Master Plan, City of Astoria, Oregon

Project Description:

Lees and Associates is in process of creating a Master Plan for Astoria’s Ocean View Cemetery. The Cemetery is a State-designated historical site that is presently active for burial and interment, memorialization, grieving and reflection for not only Astoria residents but also members of many communities within the greater Clatsop County. The City of Astoria requires a Master Plan for the Ocean View Cemetery that provides a framework for decision-making fostering sustainable development, financial stability and consistent cemetery maintenance in service to these community members. Our work to develop this framework includes: data analysis, operations and management systems evaluation, a site condition and infrastructure needs assessment, a comprehensive business case analysis, a review of current policies against best management practices and in-depth input from City and Cemetery staff, elected City leaders, local industry and citizen stakeholders, and the general public.

In this project a comprehensive stakeholder and community engagement process enables the exploration of what the cemetery means and how it works for residents in and near Astoria, along with its role and relationship with the residents of the greater Clatsop County community. The findings from this process will inform the Master Plan’s management framework to ensure that the Plan reflects contemporary cultural attitudes and practices of the local community, notably regarding preferences for disposition and interment, funerals and celebrations of life, and memorialization and reflection. This process also aids in identifying a vision reflecting local attitudes of the site as a public open space and repository of community history that will be used to establish a course for planning a sustainable future for Ocean View Cemetery.

Key Team Members + Their Roles:

Position	Staff	Role
LEES Principal	Erik Lees FCSLA, RPP	Strategic Project Oversight
LEES Senior Associate	Catriona Hearn BA, BLA	Project Manager
LEES Associate	Jennifer Thibert BSc, CPA, CMA	Business Planner
LEES Associate	Josh Bernsen BLA, BCSLA, CSLA, RLA Oregon	Project Landscape Architect
LEES Associate	Chelsey Schmidtke BDes, MLA, AALA Intern	Technical Support

Tim Williams, the city project manager, will be able to comment on the process of working with us and the project progress to date.

Project Reference:

Tim Williams, Director of Parks and Recreation, City of Astoria

1555 W Marine Dr., Astoria, OR, 97103, United States
p: 503-325-7275 | e: twilliams@astoria.or.us

“Together Forever” Whole Family Cemetery Master Plan and Lot Layout Plan, MeadowLawn Cemetery, San Antonio, Texas

Project Description:

MeadowLawn has been operating since 1872, growing from a small settler cemetery to 90-acre site encompassing a funeral home, crematoriums and event gathering space. Our work for MeadowLawn included providing suggestions for price levels, stratification, diversifying offerings and how those integrate with the cemetery landscape within narrow operating and capital budget regimes. So, although this is a private cemetery, the historic nature of the site, and the spectrum of scenarios for improving business practices and site changes in maintaining relevance to the community it serves now and into the future, is similar to what we interpret to be the case in the Cemetery District of Wildomar— and as we have experienced in dozens of other municipal, provincial, national, religious and non-profit cemeteries across North America.

Key Team Members + Their Roles:

Position	Staff	Role
LEES Principal	Erik Lees FCSLA, RPP	Strategic Oversight + Project Manager
LEES Senior Associate	Richard Cook BA HONS, DipLA (Dist.), CMLI, MBCSLA	Project Support
LEES Associate	Jennifer Thibert BSc, CPA, CMA	Business Planner

Craig Cates, the owner of MeadowLawn Cemetery will be able to tell you about our firm’s involvement with enhancing the products and services MeadowLawn offers to the diverse community of San Antonio, Texas

Project Reference:

Craig Cates , Owner, MeadowLawn Cemetery
5611 E. Houston, San Antonio, TX, 78220, United States p: 210-661-3991 | e: ccates@meadowlawnmemorialpark.com

Mountain View Cemetery Masonic Section, Vancouver, BC

Project Description:

True to its name, Vancouver’s only cemetery stretches over 106 acres against a backdrop of the majestic North Shore Mountains. In 1986, after one hundred years and 150,000 burials, suffering from debt and neglect, the cemetery was declared full and closed to new interments. Following the preparation of a visionary master plan in 2000, the City commissioned LEES+Associates to work in collaboration with Phillips Farevaag Smallerberg Ltd. to design and implement a plan to revive the Masonic Area, one of the oldest sections of the cemetery.

With the local cremation rate at over 70%, the cemetery determined that it could both serve the needs of the growing city and restore this historic area with revenue generated from incorporating interment space for cremated remains. From early conceptual design through construction, the landscape architects focused on integrating the heritage of the Masonic Area with new elements.

The site’s structure was re-established by revealing the sunken curbs and markers that once defined the cemetery’s oldest graves. Rejuvenated, this local stone was incorporated and has now found its way into new thresholds, altars and flower repositories—key elements inviting the public to engage with the site.

Since the completion of the first phase of the design in 2007, Mountain View Cemetery has become a catalyst for art, culture and a rich resource for those seeking to learn about local history. It has also become a place for community events, with hundreds of people venturing into the cemetery after dark to commemorate the dead and celebrate the living at Night for All Souls, held annually since 2008.

As upcoming generations seek to understand and celebrate local heritage and identity, the Masonic Area Redevelopment has returned Mountain View Cemetery to the fold of the city’s public space. As a vital place for citizens to honour the dead and celebrate life, the Masonic Area Redevelopment is contributing new heart to civic life in Vancouver.

Key Team Members + Their Roles:

Position	Staff	Role
LEES Principal	Erik Lees FCSLA, RPP	Strategic Project Oversight
LEES Senior Associate	Catriona Hearn BA, BLA	Project Manager
LEES Senior Associate	Leila Zeppelin BA, MLA, BCSLA Intern	Project Landscape Designer

The Masonic Area Redevelopment is one project among many that LEES+Associates has completed for Mountain View Cemetery, and long-standing client and manager Glen Hodges can attest to our cemetery planning and design work from 2009 to present. Glen can speak to our ability to identify opportunities, implement site improvements, perform analysis and create projections for site capacity, operations and land need, as well as our current work in strategic planning services for infrastructure improvements.

Project Reference:

Glen Hodges , Manager, Mountain View Cemetery, City of Vancouver, BC
5455 Fraser Street, Vancouver, BC, V5W 2Z3, Canada p: 604-325-2623 | e: glen.hodges@vancouver.ca

DAVID EVANS AND ASSOCIATES, INC. REFERENCES

On-Call Engineering, Survey, Landscape Architecture and Environmental Services, City of Temecula, CA

The scope of services for DEA’s annual agreement with the City of Temecula includes providing surveying and engineering design services for various projects. Specific tasks include researching existing record data, performing preliminary and final engineering, and preparing PS&E documents for the City’s use in bidding projects. Survey tasks include researching existing survey data including maps, records of survey, monument ties, and benchmarks; locating existing monuments; performing boundary and control surveys; preparation of legal descriptions and plats for right-of-way acquisition; aerial mapping and topography; establishing and verifying horizontal and vertical control; field surveys; and construction staking. The Land, Architecture team is also currently working on a recycled water improvement plan.

Client Name:	City of Temecula
Principal Representative:	Mr. Amer Attar, PE, Principal Engineer, Capital Projects, Public Works Dept.
Mailing Address:	41000 Main Street, Temecula, CA 92590
Telephone Number:	951.694.6411

7 COMMENTS ON OR REQUESTED CHANGES TO CONTRACT

No objections or changes are requested to the District's Standard Services Agreement as included in Attachment 2 of the RFP.

8 PROJECT FEE

We propose the above program of consulting services and described deliverable products will be provided for a fixed fee of:

Core Contract: -	\$96,194.86,904.10 USD	(including reimbursables and applicable taxes)
Optional Services:	\$10,986.75 USD	(including reimbursables and applicable taxes)
Total With Options:	\$107,180.85 USD	

Appendix A includes a summary break down of this fee, including anticipated hours, billing classification, and hourly billing rate for each team member for each work plan task. Also included in this summary are expected costs for reimbursable expenses and an upstand limit budget allowance for anticipated project expenditures (required survey).

PAYMENT TERMS AND CONDITIONS

Project cost summaries will be included with monthly invoices. Invoices will be based on the percentage of work completed plus any reimbursables as of the month-end invoice date. All reimbursables that are incurred are subject to a 5% administration fee. All invoices are payable within 30 days of receipt.

ADDITIONAL SERVICES

Any work outside the scope of this proposal will be charged at the following hourly rates.

Position	Staff	Hourly Rate (USD)
LEES Principal	Erik Lees	\$190 / hour
LEES Business Planner	Jennifer Thibert	\$135/ hour
LEES Senior LA	Josh Bernsen	\$1435/ hour
LEES Associate	Chelsey Schmidtke	\$100/ hour
DEA Senior Planner	Paul Swancott	\$170/ hour
DEA Registered LA	Kim Rhodes	\$190/ hour



LEFS
ASSOCIATES

Contact Information:

509-318 Homer St, **Vancouver** BC Canada, V6B 2V2 | p: 604.899.3806 | f: 604.899.3805

Proposal for Professional Services

Thursday, Oct. 3, 2019

LEFS
ASSOCIATES

LANDSCAPE ARCHITECTS + PLANNERS

APPENDIX A PROJECT FEES

The following table shows anticipated hours, billing classification, and hourly billing rate for each team member for each work plan task, as well as expected costs for reimbursable expenses and project expenditures.

PROJECT FEE TABLE

Project Fees	LEES+Associates Project Team						Subtotal	%
	Principal	Project Manager	Business Manager	Technical Support	DEA PLA	DEA Planner		
	Erik Lees	Josh Bernsen	Jennifer Thibert	Chelsey Schmidke	Kim Rhodes	Paul Swancott		
Work Phase/Task	\$ 190.00	\$ 145.00	\$ 135.00	\$ 110.00	\$ 190.00	\$ 170.00		
PHASE 1 - Project Start-up + Background Information								
Start-up Teleconference Meeting with Client	2	2	2	2	2	2	12	
Research & Background Review	6	4	4	8		4	26	
Preliminary Market Study		2	4				6	
Project Management + Administration		2					2	
Biweekly Client Meeting - Teleconference	2	2	2	2	2	2	12	
Hours Subtotal:	10	12	12	12	4	8	58	
Consultant Fees Subtotal:	\$ 1,900.00	\$ 1,740.00	\$ 1,620.00	\$ 1,320.00	\$ 760.00	\$ 1,360.00	\$ 8,700.00	
Phase Total:	\$ 8,700.00						\$ 8,700.00	11%
PHASE 2 - Site Visit + Stakeholder Workshops								
Preparations for Site Visit		4	4	8			16	
Cemetery Workshop, Stakeholder Consultation and Site Visit	14	14				8	36	
Follow-up Interviews with Staff and Stakeholders		4		4			8	
Document Findings from Site Visit and Consultation		6		4		8	18	
Project Management + Administration		4	2				6	
Biweekly Client Meeting - Teleconference	1	1	1	1	1	1	6	
ADA On-Site Assessment		4			4		8	
ADA Checklist		2			4	6	12	
Hours Subtotal:	15	39	7	17	9	23	110	
Consultant Fees Subtotal:	\$ 2,850.00	\$ 5,655.00	\$ 945.00	\$ 1,870.00	\$ 1,710.00	\$ 3,910.00	\$ 16,940.00	
Phase Total:	\$ 16,940.00						\$ 16,940.00	21%
PHASE 3 - Analysis + Design								
Needs Analysis	2	4	6	4			16	
Price Benchmarking and Comparative Analysis	2	2	4				8	
Operations Resourcing Analysis		4	6	4			14	
Financial and Endowment/Perpetual Care Fund Analysis	2	2	16	2			22	
Site Analysis and Infrastructure Evaluation		8	4	8			20	
Engagement Summary		2		4		2	8	
Development of Key Analysis Findings, Define Vision + Market Strategy, and Schematic Physical Concept Plan		12	6	24			42	
Graphics (Concept Design, Maps and Photos)		8		32			40	
ADA Assessment Plan - Coordinated with Phase 1 Plan		4		14	4	8	30	
Project Management + Administration		8	2				10	
Biweekly Client Meeting - Teleconference	1	1	1		1	1	5	
Hours Subtotal:	7	55	45	92	5	11	215	
Consultant Fees Subtotal:	\$ 1,330.00	\$ 7,975.00	\$ 6,075.00	\$ 10,120.00	\$ 950.00	\$ 1,870.00	\$ 28,320.00	
Phase Total:	\$ 28,320.00						\$ 28,320.00	35%
PHASE 4 - Draft Master Development and Business Plan + Survey + (Optional) Open House								
Draft Report - Content	2	16	16	16			50	
Development of Online Survey	2	4		4			10	
Quality Control Review		8	2	2	6	4	22	
ADA Cost Estimate		4			2	4	10	
Cost Estimate		4		4		8	16	
Project Management + Administration		4	2				6	
Biweekly Client Meeting - Teleconference	1	1	1	1	1	1	6	
Hours Subtotal:	5	41	21	27	9	17	120	
Consultant Fees Subtotal:	\$ 950.00	\$ 5,945.00	\$ 2,835.00	\$ 2,970.00	\$ 1,710.00	\$ 2,890.00	\$ 17,300.00	
Phase Total:	\$ 17,300.00						\$ 17,300.00	22%
PHASE 5 - Final Master Development and Business Plan								
Revisions to Plan Based on City Feedback		4	4	8			16	
Quality Control Review, Finalize and Issue Report to City	4	6		4		6	20	
Project Management + Administration		4					4	
Biweekly Client Meeting - Teleconference	4	4	4		4	4	20	
Hours Subtotal:	8	18	8	12	4	10	60	
Consultant Fees Subtotal:	\$ 1,520.00	\$ 2,610.00	\$ 1,080.00	\$ 1,320.00	\$ 760.00	\$ 1,700.00	\$ 8,990.00	
Phase Total:	\$ 8,990.00						\$ 8,990.00	11%
Optional Service								
Presentation of Draft Plan to the Planning Commission	10			12			10	
Production of Public Open House Boards		8					20	
Public Open House (During Same trip as APC presentation)		4				4	8	
Final Presentation to the Cemetery District Board / City Council	10						14	
Hours Subtotal:	20	12	0	12	0	8	52	
Consultant Fees Subtotal:	\$ 3,800.00	\$ 1,740.00	\$ -	\$ 1,320.00	\$ -	\$ 1,360.00	\$ 8,220.00	
Phase Total:	\$ 8,220.00						\$ 8,220.00	
Subtotal Hours - Core Services:	45	165	93	160	31	69	563	
Subtotal Fees - Core Services:	\$ 8,550.00	\$ 23,925.00	\$ 12,555.00	\$ 17,600.00	\$ 5,890.00	\$ 11,730.00	\$ 80,250.00	100%
							Consultant Fees:	\$ 80,250.00
							Reimbursables:	\$ 2,133.60
							Site Survey Allowance:	\$ 13,810.50
							Core Service Fees:	\$ 96,194.10
							Consultant Fees:	\$ 8,220.00
							Reimbursables:	\$ 2,766.75
							Optional Services Fees:	\$ 10,986.75
							Subtotal:	\$ 107,180.85
							Total Project Cost:	\$ 107,180.85

City of Wildomar Cemetery District Cemetery Master Development and Business Plan

Project Fees	LEES+Associates Project Team						Subtotal	%
	Principal	Project Manager	Business Manager	Technical Support	DEA PLA	DEA Planner		
	Erik Lees	Josh Bernsen	Jennifer Thibert	Chelsey Schmidke	Kim Rhodes	Paul Swancott		
Work Phase/Task	\$ 190.00	\$ 145.00	\$ 135.00	\$ 110.00	\$ 190.00	\$ 170.00		
PHASE 1 - Project Start-up + Background Information								
Start-up Teleconference Meeting with Client	2	2	2	2	2	2	12	
Research & Background Review	6	4	4	8		4	8	
Preliminary Market Study		2	4				6	
Project Management + Administration		2					2	
Biweekly Client Meeting - Teleconference	2	2	2	2	2	2	12	
Hours Subtotal:	10	12	12	12	4	8	32	
Consultant Fees Subtotal:	\$ 1,900.00	\$ 1,740.00	\$ 1,620.00	\$ 1,320.00	\$ 760.00	\$ 1,360.00	\$ 8,700.00	
Phase Total:	\$ 8,700.00						\$ 8,700.00	12%
PHASE 2 - Site Visit + Stakeholder Workshops								
Preparations for Site Visit		4	4	8			16	
Cemetery Workshop, Stakeholder Consultation and Site Visit	14	14				8	36	
Follow-up Interviews with Staff and Stakeholders		4		4			8	
Document Findings from Site Visit and Consultation		6		4		8	18	
Project Management + Administration		4	2				6	
Biweekly Client Meeting - Teleconference	1	1	1	1	1	1	6	
Hours Subtotal:	15	33	7	17	1	17	90	
Consultant Fees Subtotal:	\$ 2,850.00	\$ 4,785.00	\$ 945.00	\$ 1,870.00	\$ 190.00	\$ 2,890.00	\$ 13,530.00	
Phase Total:	\$ 13,530.00						\$ 13,530.00	19%
PHASE 3 - Analysis + Design								
Needs Analysis	2	4	6	4			16	
Price Benchmarking and Comparative Analysis	2	2	4				8	
Operations Resourcing Analysis		4	6	4			14	
Financial and Endowment/Perpetual Care Fund Analysis	2	2	16	2			22	
Site Analysis and Infrastructure Evaluation		8	4	8			20	
Engagement Summary		2		4		2	8	
Development of Key Analysis Findings, Define Vision + Market Strategy, and Schematic Physical Concept Plan		12	6	24			42	
Graphics (Concept Design, Maps and Photos)		8		32			40	
Project Management + Administration		8	2				10	
Biweekly Client Meeting - Teleconference	1	1	1		1	1	5	
Hours Subtotal:	7	51	45	78	1	3	185	
Consultant Fees Subtotal:	\$ 1,330.00	\$ 7,395.00	\$ 6,075.00	\$ 8,580.00	\$ 190.00	\$ 510.00	\$ 24,080.00	
Phase Total:	\$ 24,080.00						\$ 24,080.00	34%
PHASE 4 - Draft Master Development and Business Plan + Survey + (Optional) Open House								
Draft Report - Content	2	16	16	16			50	
Development of Online Survey	2	4		4			10	
Quality Control Review		8	2	2	6	4	22	
Cost Estimate		4		4		8	16	
Project Management + Administration		4	2				6	
Biweekly Client Meeting - Teleconference	1	1	1	1	1	1	6	
Hours Subtotal:	5	37	21	27	7	13	110	
Consultant Fees Subtotal:	\$ 950.00	\$ 5,365.00	\$ 2,835.00	\$ 2,970.00	\$ 1,330.00	\$ 2,210.00	\$ 15,660.00	
Phase Total:	\$ 15,660.00						\$ 15,660.00	22%
PHASE 5 - Final Master Development and Business Plan								
Revisions to Plan Based on City Feedback		4	4	8			16	
Quality Control Review, Finalize and Issue Report to City	4	6		4		6	20	
Project Management + Administration		4					4	
Biweekly Client Meeting - Teleconference	4	4	4		4	4	20	
Hours Subtotal:	8	18	8	12	4	10	60	
Consultant Fees Subtotal:	\$ 1,520.00	\$ 2,610.00	\$ 1,080.00	\$ 1,320.00	\$ 760.00	\$ 1,700.00	\$ 8,990.00	
Phase Total:	\$ 8,990.00						\$ 8,990.00	13%
Optional Service								
Draft Presentation to the Cemetery District Board + Public Open							0	
Coordination of Disinterment/Grave Relocation with City/County/State							0	
Governance Analysis							0	
Marketing Strategy							0	
Final Presentation to the Cemetery District Board / City Council							0	
Hours Subtotal:	0	0	0	0	0	0	0	
Consultant Fees Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Phase Total:	\$ -						\$ -	0%
Subtotal Consultant Hours:	45	151	93	146	17	51	477	
Subtotal Consultant Fees:	\$ 8,550.00	\$ 21,895.00	\$ 12,555.00	\$ 16,060.00	\$ 3,230.00	\$ 8,670.00	\$ 70,960.00	100%
Subtotal Subconsultant Fees:	\$ -						\$ -	0%

Consultant Fees: \$ 70,960.00
 Core Service Fees: **\$70,960.00**
 Disbursements: \$ 2,133.60
 Site Survey Allowance: **\$ 13,810.50**
 Subtotal: **\$86,904.10**
 Total Project Cost: **\$86,904.10**

APPENDIX B PROJECT SCHEDULE

The following table shows the proposed phases, meetings and deliverables of the project. Confirmation and fine-tuning of this will be discussed at the initial start-up meeting.

PROJECT SCHEDULE TABLE

Project Schedule

Work Phase/Task	Nov-19				Dec-19					Jan-20				Feb-20				Mar-20				Apr-20				May-20				Milestones	
	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	2	9	16	23	30	6	13	20	27	4	11	18		25
PHASE 1 - Project Start-up + Background Information																															
Start-up Teleconference Meeting with Client			\$																												1. Start-Up Teleconference followed by Status Reports
Preliminary Market Study																															2. Phase 1 Deliverables: 2.1 Background Data Request Form provided week of
Project Management + Administration																															
Biweekly Client Meeting - Teleconference					1		2																								Biweekly Meetings 1 & 2 followed by Status Reports
PHASE 2 - Site Visit + Stakeholder Workshops																															
Preparations for Site Visit																															
Cemetery Workshop, Stakeholder Consultation and Site Visit																															4. Site Visit & Stakeholder Workshops
Follow-up Interviews with Staff and Stakeholders																															
Document Findings from Site Visit and Consultation																															5.Phase 2 Deliverables: 5.1 Online Survey Outline, 5.2 Site Opportunities and Constraints Diagram 5.3 Engagement Key Findings Report, week of Jan. 13
Project Management + Administration																															
Biweekly Client Meeting - Teleconference													3																		Biweekly Meeting 3 followed by Status Report
ADA On-Site Assessment																															
ADA Checklist																															
Note: Office Closed Week of December 30th, no Biweekly Meeting																															
PHASE 3 - Analysis + Design																															
Needs Analysis																															
Price Benchmarking and Comparative Analysis																															
Operations Resourcing Analysis																															
Financial and Endowment/Perpetual Care Fund Analysis																															
Site Analysis and Infrastructure Evaluation																															
Engagement Summary																															
Development of Key Analysis Findings, Define Vision + Market Strategy, and Schematic Physical Concept Plan																															6. Phase 3 Deliverables: 6.1 Key Data Analysis Findings (Week of Jan. 20) 6.2 A schematic, Illustrative Development Plan (week of Jan. 20)
Graphics (Concept Design, Maps and Photos)																															
Project Management + Administration																															
Biweekly Client Meeting - Teleconference													4																		Biweekly Meeting 4 followed by Status Report
PHASE 4 - Draft Master Development and Business Plan + Survey + (Optional) Open House																															
Draft Report - Content																															
Development of Online Survey																															7. Online Survey Launch Feb. 3, Closes Feb. 28
Quality Control Review																															
ADA Cost Estimate																															
Draft Report for Planning Commission Presentation																															8. Optional Public Open House / Phase 4 Deliverables: 8.1 Draft Master Development and Business Plan (week of Feb. 10)
Cost Estimate																															
Project Management + Administration																															
Biweekly Client Meeting - Teleconference													5																		Biweekly Meeting 5 followed by Status Report
PHASE 5 - Final Master Development and Business Plan																															
Revisions to Plan Based on City Feedback																															
Quality Control Review, Finalize and Issue Report to City																															9. Issue Final Report
Presentation Preparation																															
Optional Presentation to Board and City Council																															10. Final Presentation + Phase 5 Deliverables (Week of Aug. 13): 10.1 Printed
Project Management + Administration																															
Biweekly Client Meeting - Teleconference																															Biweekly Meetings 6-9 followed by Status Reports

Work Phase/Task	Nov-19				Dec-19				Jan-20				Feb-20				Mar-20				Apr-20				May-20				Milestones		
	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	2	9	16	23	30	6	13	20	27	4	11		18	25
PHASE 1 - Project Start-up + Background Information																															
Start-up Teleconference Meeting with Client			S																												1. Start-Up Teleconference followed by Status Reports
Preliminary Market Study																															2. Phase 1 Deliverables: 2.1 Background Data Request Form provided week of
Project Management + Administration																															
Biweekly Client Meeting - Teleconference						1		2																							Biweekly Meetings 1 & 2 followed by Status Reports
PHASE 2 - Site Visit + Stakeholder Workshops																															
Preparations for Site Visit																															
Cemetery Workshop, Stakeholder Consultation and Site Visit																															4. Site Visit & Stakeholder Workshops
Follow-up Interviews with Staff and Stakeholders																															
Document Findings from Site Visit and Consultation																															5.Phase 2 Deliverables: 5.1 Online Survey Outline, 5.2 Site Opportunities and Constraints Diagram 5.3 Engagement Key Findings Report, week of Jan. 13
Project Management + Administration																															
Biweekly Client Meeting - Teleconference													3																		Biweekly Meeting 3 followed by Status Report
Note: Office Closed Week of December 30th, no Biweekly Meeting																															
PHASE 3 - Analysis + Design																															
Needs Analysis																															
Price Benchmarking and Comparative Analysis																															
Operations Resourcing Analysis																															
Financial and Endowment/Perpetual Care Fund Analysis																															
Site Analysis and Infrastructure Evaluation																															
Engagement Summary																															
Development of Key Analysis Findings, Define Vision + Market Strategy, and Schematic Physical Concept Plan																															6. Phase 3 Deliverables: 6.1 Key Data Analysis Findings (Week of Jan. 20) 6.2 A schematic, Illustrative Development Plan (week of Jan. 20)
Graphics (Concept Design, Maps and Photos)																															
Project Management + Administration																															
Biweekly Client Meeting - Teleconference													4																		Biweekly Meeting 4 followed by Status Report
PHASE 4 - Draft Master Development and Business Plan + Survey + (Optional) Open House																															
Draft Report - Content																															
Development of Online Survey																															7. Online Survey Launch Feb. 3, Closes Feb. 28
Quality Control Review																															
Preparations for Site Visit and Presentation Material																															
Draft Report Presentation for Internal Stakeholder Consultation and (Optional) Public Open House																															8. Optional Public Open House / Phase 4 Deliverables: 8.1 Draft Master Development and Business Plan (week of Feb. 10)
Cost Estimate																															
Project Management + Administration																															
Biweekly Client Meeting - Teleconference														5																	Biweekly Meeting 5 followed by Status Report
PHASE 5 - Final Master Development and Business Plan																															
Revisions to Plan Based on City Feedback																															
Quality Control Review, Finalize and Issue Report to City																															9. Issue Final Report
Presentation Preparation																															
Optional Presentation to Board and City Council																															10. Final Presentation + Phase 5 Deliverables (Week of Aug. 13): 10.1 Printed and Bound Hard Copy, 10.2 Digital Copies, 10.3 PowerPoint Presentation of the Master Development and Business Plan
Project Management + Administration																															
Biweekly Client Meeting - Teleconference															6		7		8		9										Biweekly Meetings 6-9 followed by Status Reports
Optional Service																															
Draft Presentation to the Cemetery District Board + Public Open House																															
Coordination of Disinterment/Grave Relocation with City/County/State																															
Governance Analysis																															
Marketing Strategy																															

APPENDIX C PROJECT PROFILES

APPENDIX D STAFF RESUMES

Paul Swancott | Planner

Paul Swancott has 20 years of professional planning and project management experience in the public and private sector. He has worked as a project manager/consultant on a variety of projects for private clients throughout Southern California. Paul's background includes an extensive knowledge of the theories, principals, procedures, practices and trends in the field of land use development, including environmental analysis as they pertain to the entitlement process, including residential and commercial development. He has worked on general plan amendments, specific plan amendments, zone changes, tentative maps, development plans, revised permits, substantial conformance and use permits. Regarding California Environmental Quality Act (CEQA), Paul has hands on experience preparing, managing, reviewing, processing, and making recommendations regarding a project's compliance with CEQA.



Education

BS, Business Management, 1999, University of Redlands, California

Years of Experience

20

Civil Engineering Services, for the City of Murrieta, California

As project manager, Paul is providing oversight of staff augmentation at the City of Murrieta under an on-call civil engineering services contract.

City of Menifee and City of Wildomar Consulting, California

As a consultant, Paul provided extensive due diligence for negotiation/purchase of a property, including letter of intent to purchase for development of a Marriott Hotel. This included site design and associated documents/requirements for the City of Menifee and City of Wildomar's entitlement process.

Senior Planner, Planning Division, City of Murrieta, California

As a senior planner with the City of Murrieta Paul was responsible for providing hands-on experience preparing, managing, reviewing, processing, and making recommendations regarding residential/commercial project's compliance with CEQA. He also conducted meetings with department heads, planning commissioners, council members regarding projects in process and future residential and commercial projects. Paul was also responsible for plan review including but not limited to; grading, utilities, building and landscaping plans for compliance with the approved project and current engineering, fire and building requirements.

City of Menifee Consulting, California

As a consultant, Paul provided direction for project construction of a medical office as required by the conditions of approval for a private commercial developer in the City of Menifee.

County of Riverside (Salton Sea), California

As a consultant, Paul completed site design, feasibility and review requirements for the County's General Plan entitlement process and zone change for a site owned by a private developer.

County of Riverside, (Homeland), California

As a consultant, Paul completed site design for a single-family residential (high density) developer. He completed a review of site design for 80-units and also completed research for the County's entitlement process for revision to a tentative map

City of Temecula Consulting, California

As a consultant, Paul completed a review of various entitlement/project documents for a commercial hotel developer.

Kim Rhodes, PLA | Landscape Architect

Kim is a California registered, award-winning landscape architect, client manager and vice president with DEA. For the past 34 years, she has been responsible for landscape architectural design and management on numerous projects, including design and planning for parks, trails, streetscapes/roadways, sports facilities, transportation corridors, structure aesthetics, schools and universities, commercial, residential, and industrial developments. She manages large, multi-disciplinary projects including on-call services contracts for Caltrans District 8, Walt Disney Imagineering, and the City of Los Angeles.



Marna O'Brien, Heritage, Windsong, and Perret Parks, Wildomar, California

DEA landscape architects, engineers and surveyors worked with the county of Riverside Economic Development Agency on four park improvement projects throughout Wildomar (prior to City incorporation). These existing neighborhood parks, which range in size from 2-acres to 12-acres included Marna O'Brien Park, Perret Park (adjacent to Lake Elsinore), Heritage Park and Windsong Park. Amenities included ballfields, basketball courts, children's playgrounds, restrooms, parking, boat launch area, picnic areas, walking paths, and signage.

Mariposa Park, Santa Ana, California

Kim served as principal in charge for Mariposa Park, a new half-acre neighborhood park in the City of Santa Ana. The local residents requested that the park include a playground, a teaching area for active lifestyle classes, and a community garden. The design included walkways, playground equipment, a picnic area, a shade structure, a rock bioswale, California friendly plans (including fruit trees), drip irrigation, low impact development drainage, lighting, and other amenities, including a park entrance sign, interpretive signage, benches, picnic tables, bike racks, and drinking fountain.

Memory Lane Park, Santa Ana, California

Kim served as principal in charge for Memory Lane Park and Trailhead in the City of Santa Ana. The park was designed to provide recreational opportunities to the area residents, general public, and bike & equestrian riders along the Santa Ana River Trail. The pocket park includes a children's play area, fitness equipment, nature garden, trails, bike racks, equestrian hitching posts, picnic area, site furnishings, a dry creek bed with pedestrian bridge, signage, security lighting and landscaping.

Palm Desert Civic Center Master Grading and Landscape Plan, Palm Desert, California

Kim served as lead landscape architect for the 70-acre park located within Palm Desert's city hall and civic center complex. The design included a 1-acre lagoon which serves as the source of irrigation for the park. Other park elements include tot lots, play areas, an outdoor amphitheater, picnic areas, tennis courts, basketball and volleyball courts, entry plazas, a rose garden, public art, and jogging paths. The third phase of the 70-acre park included four lighted baseball fields, two soccer fields, a restroom, picnic facilities, and open play areas. The design concentrated on the use of drought tolerant plants and water efficient irrigation systems.

Education

BS, Landscape Architecture, 1985, California Polytechnic State University, Pomona

Registrations

Registered Landscape Architect, 1993, California (3867)

Years of Experience

34

APPENDIX E CEMETERY CONSULTANT CHECKLIST

APPENDIX F REQUIRED FORMS EXHIBIT A + B

APPENDIX C PROJECT PROFILES

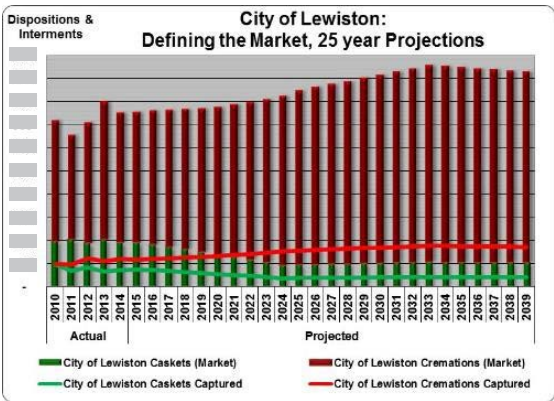
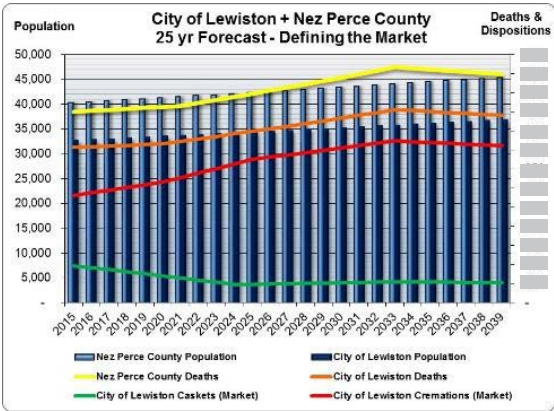
CITY OF LEWISTON NORMAL HILL CEMETERY MASTER PLAN

The City of Lewiston (the City) commissioned LEES+Associates to prepare a rigorous Master Plan for Normal Hill Cemetery.

This report provided the City with a guiding vision and considered the City’s commitment to the long-term sustainability of its cemetery operations. The Normal Hill Cemetery Master Plan included the following key elements:

Evaluation of the cemetery’s inventory, market, site conditions, capital improvements, operating cost and revenue assumptions to inform the future of the cemetery program; Financial pro formas for future operations, investments and risks, and a Summary of marketing initiatives and investments that will enhance the life of the program and generate future revenue.

This report included the research, analyses, key findings and recommendations for proposed actions that would address the City goals.



“TOGETHER FOREVER” WHOLE FAMILY CEMETERY MASTER PLAN AND LOT LAYOUT PLAN

Whole Family cemetery refers to a place where the whole family, including pets, can be buried together.

LEES+Associates was commissioned to develop a master plan for a Whole Family section in the existing MeadowLawn Cemetery. The innovative concept included a variety of combined human and pet cremation interment and memorialization options nestled in an existing mature pecan tree grove.

Key features of the design included, upright and flat markers, columbaria, boulder makers, family vessels and family estate lots.

Additional shrubs and wildflowers were included to accentuate a park-like atmosphere. The Master Plan included a Celebration Space with a pergola and ornamental plantings centrally located in the “Together Forever” section and easily accessible from existing adjacent cemetery sections.

This concept not only created a new business sector and revenue stream for the cemetery, but also addressed the needs of the growing number of seniors and their desire to have their pets buried with them.



Proposed project site



Illustrative graphic of proposed “Whole Family” burial section

18-203

City of Garden Grove, California, USA (2014)

MARKET AND FEASIBILITY STUDY

Christ Church Cathedral Corporation (CCCC) intends to complement the existing 1 acre cemetery (nestled within the broader 34 acre campus) with a 1.5 acre expansion. Purchasers that appreciate the opportunity for interment within a spectacular campus featuring internationally acclaimed architecture will be one of, if not the target market for the expanded cemetery. The development of premier burial space will be coordinated with the on-going restoration of some of the architectural masterpieces on-site.

LEES+Associates were appointed by the CCCC to undertake a market and feasibility study that will be used to maximize the value of this highly visible and potentially profitable cemetery real estate. The study will result in a land use program founded on a rigorous analysis of the demographic, market segment and financial drivers that will influence the ability for this property to meet long term financial goals. These analyses will guide the future interment mix and memorialization options offered in the proposed expansion, and advise CCCC on the expected return on investment for this property.



Diagram 1: Mix of interment and memorialization options to test potential revenue



LEES+Associates was appointed to assist Wildlands in achieving 'entitlement' for Upland Hills Farm green burial cemetery. The scope of work included the following stages:

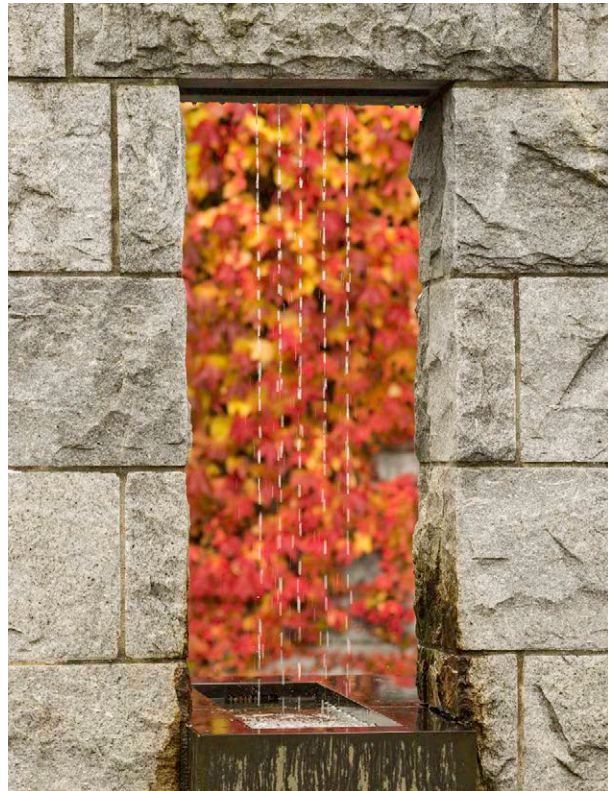
A wide-angle photograph of a grassy field. The foreground is filled with tall, green grass. In the middle ground, there is a line of trees, some of which are bare and some are green. To the right, there is a small pond or marshy area with some trees growing in it. The sky is clear and blue.

MOUNTAIN VIEW CEMETERY MASONIC SECTION

The Masonic Neighbourhood is one of twelve distinct areas within Mountain View Cemetery, and was the first to undergo redevelopment. The Masonic Neighbourhood now provides a broad range of interment and memorialization options to those wishing to be buried at the cemetery. Over 2,500 places for interring cremated remains are available to meet needs for celebration, memory and contemplation within the community.

A new customer service hall, operations yard and celebration room (Birmingham and Wood Architects) were developed with the first phase of the Masonic Area redevelopment. This multi-phase project is one of the largest cemetery redevelopment projects that has been undertaken in North America to date.

Mountain View Cemetery, Masonic Area Redevelopment earned a 2009 Award of Excellence from the Canadian Society of Landscape Architects.



City of Iqaluit, Nunavut (2016)

IQALUIT MUNICIPAL CEMETERY

LEES + Associates was engaged to design Iqaluit's new cemetery, a gently sloping site overlooking Tarr Inlet which will serve the community for the next 30 years. Working closely with Inuit elders and Council, the team drew on traditional knowledge and local materials to reflect indigenous traditions. The design aims to preserve the existing tundra landscape, while incorporating important cultural elements and creating a meaningful place for the community to inter and commemorate loved ones who have died. The central gathering space is framed by iconic bowhead whale bones. Weathering steel gates and memorial walls mimic the northern lights.



Iqaluit Municipal Cemetery garnered a 2017 National Award of Excellence from the Canadian Society of Landscape Architects (CSLA) and the 2018 Professional Award from the American Society of Landscape Architects (ASLA)

"It expresses spirituality, the passage of time, the circle of life. Austere and perfect, this is a place with soul"
- 2017 Awards Jury

"The power of the place is extraordinary, and the decision to keep it simple and subdued is brilliant. The place honors the community's ancestors."
- 2018 Awards Jury

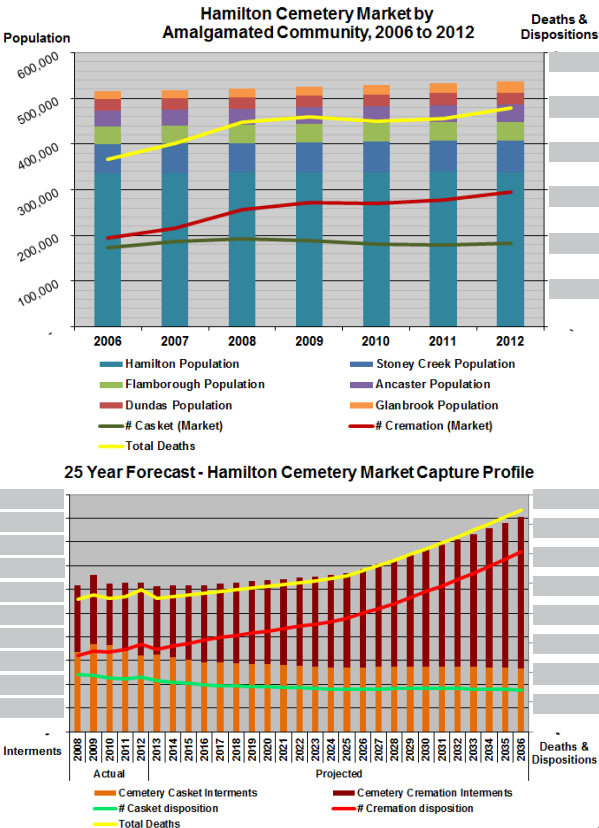


City of Hamilton, ON (2013 - 2014)

HAMILTON CEMETERY BUSINESS PLAN STRATEGY

Hamilton Municipal Cemeteries Operation has 67 cemeteries within its jurisdiction and is amongst the largest municipal cemetery operations in Canada. LEES+Associates was commissioned to develop a comprehensive Business Plan to guide financial policies, move the City towards a self-funded model and sustainable perpetual care and maintenance fund.

The project included a detailed review of relevant industry trends, demographic, demand needs analysis, and current products and services, to align City cemeteries with the needs of Hamilton's six amalgamated communities and industry best practices. This comprehensive business plan for the City's system of cemeteries also entailed a review of and recommendations for alternative service delivery, improved operating policies and procedures, enhanced financial planning efficiency and a strategic marketing plan.



WESTBANK CEMETERY ENHANCEMENT- PHASE 1

The District of West Kelowna commissioned LEES+Associates to develop detail designs for a columbaria and mausolea garden, and to transform the existing “dry cemetery” into a “green cemetery.”

In addition, an analysis of remaining burial capacity and suitability of existing cemetery land for expansion was undertaken.

Key enhancements of the cemetery included:

- A columbaria and mausolea garden that maximized views towards Okanagan Lake;
- New trees, grass, and irrigation within the constraints posed by existing grave covers and gravel soils, and
- Flowering shrub and perennial planting based on xeriscape principles.

Construction of this technically challenging project was completed in 2014.

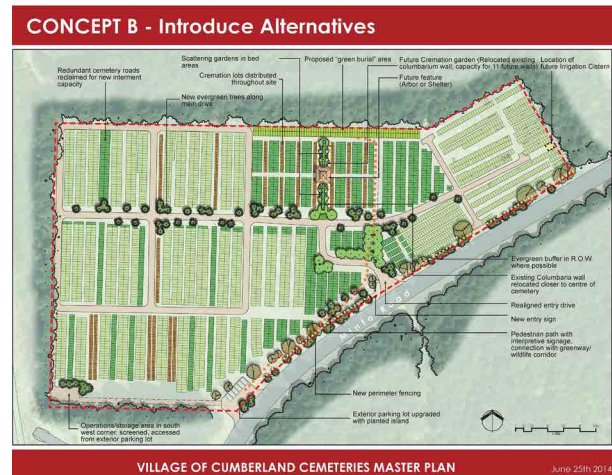
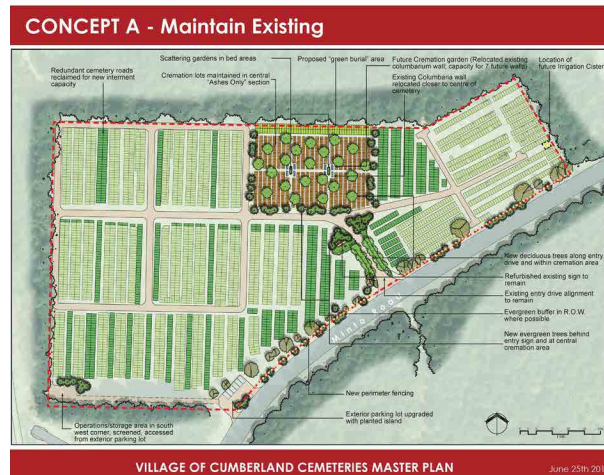
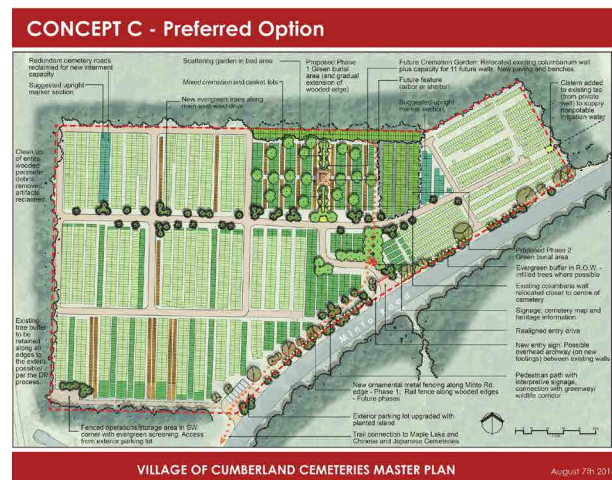
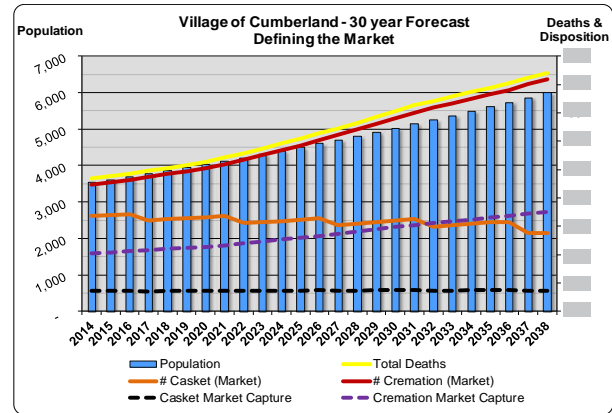


VILLAGE OF CUMBERLAND CEMETERY MASTER PLAN

The Corporation of the Village of Cumberland commissioned LEES+Associates to prepare a Cemeteries Master Plan that would address the Village's three burial areas: the Cumberland Cemetery, the Cumberland Chinese Cemetery and the Cumberland Japanese Cemetery. The objective of the Master Plan was to "guide the development, use and provision of a full range of cemetery services in a fiscal and environmentally sustainable manner" over the next 30 years.

Primary issues that emerged through the course of the study included:

- Developing service options for cremated remains;
- Pricing changes;
- Perpetual Care Fund (PCF) and maintenance planning;
- Marketing and business management, and
- Capital development for meeting future needs.



CEMETERY MASTER PLAN + BUSINESS PLAN

The Diocese of Charlottetown appointed LEES+Associates to develop a concept Cemetery Master Plan and Cemetery Business Plan for a new cemetery on farmland located approximately 10km to the north of Charlottetown. The Diocese is expected to run out of traditional in-ground burial capacity at its existing cemetery within the next five years.

Concept Cemetery Master Plan

A range of cemetery landscape styles were explored, including axial formal designs, before the LEES+Associates and Client team determined that a memorial parkland style cemetery design was the most suitable option.

Key features of the design included:

- A cemetery driveway system with loops allowing for phased development of the cemetery;
- A future celebration hall/ flexible use building;
- A memorial parkland of grass, specimen trees and woodland;

- A full spectrum of interment and memorialization options including cremation;

The Diocese intended to develop the first phase of the cemetery in 2021 providing sufficient capacity for the next 10 years.

Cemetery Business Plan

This plan will ensure that the Diocese will have the resources required to effectively meet the future interment and service needs of its' parishioners for the next 50 years.

The Business Plan includes an Atlantic Canada Price Benchmarking Study, Cash Flow projection and Care Fund assessment as part of a comprehensive cemetery planning process. It outlines a defensible, robust path towards long term sustainability of the Diocese's cemetery system and outlines an implementation plan to optimize the transition to the sustainable operations and financial practices.



CEMETERY + CREMATION BUSINESS PLAN

The Guelph Cemetery Commission (GCC) retained LEES+Associates to prepare an updated business plan for Woodlawn Memorial Park (WMP). The primary findings and recommendations from this plan include:

- An Updated Historic Market Review and 25 year Market Projection;
- A Site and Services Review;
- A Financial Plan;
- An Alternatives Feasibility Study, and a
- 10 Year Strategic Plan.

Our analysis of WMP's Care and Maintenance Fund (C&MF) and service offerings within this dynamic service sector indicated a healthy organization, though market disruptions posed serious financial impacts on WMP and its ability to serve families in Guelph and the surrounding area. Our report outlined recommendations and strategies to strengthen the WMP's market position and at the same time manage foreseeable risks.

INVENTORY MAP - FUTURE EXPANSION LAND

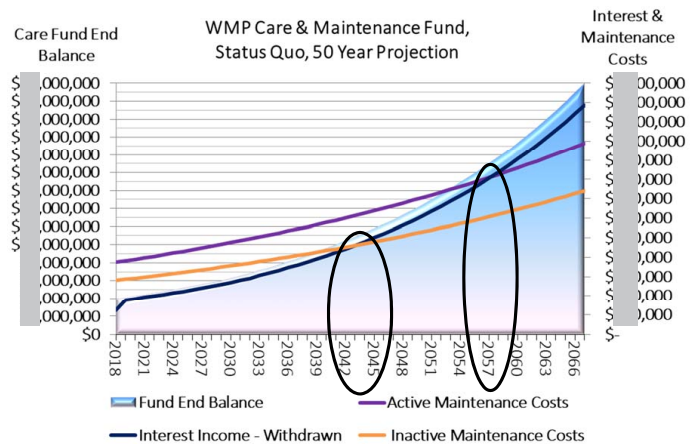
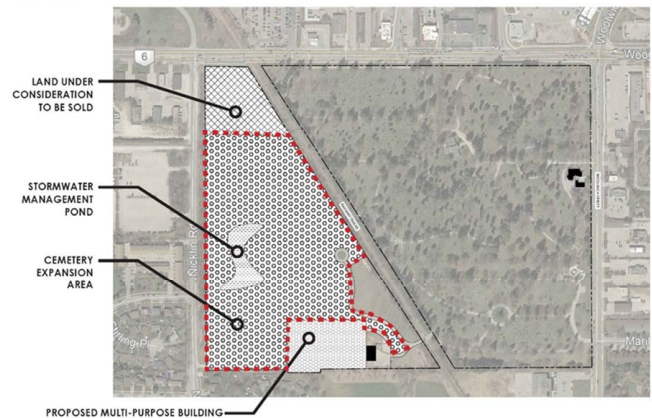


Figure 30: WMP Care & Maintenance Fund, 50 Year Forecast - Status Quo, Source: LEES+Associates.



Mausolea Building



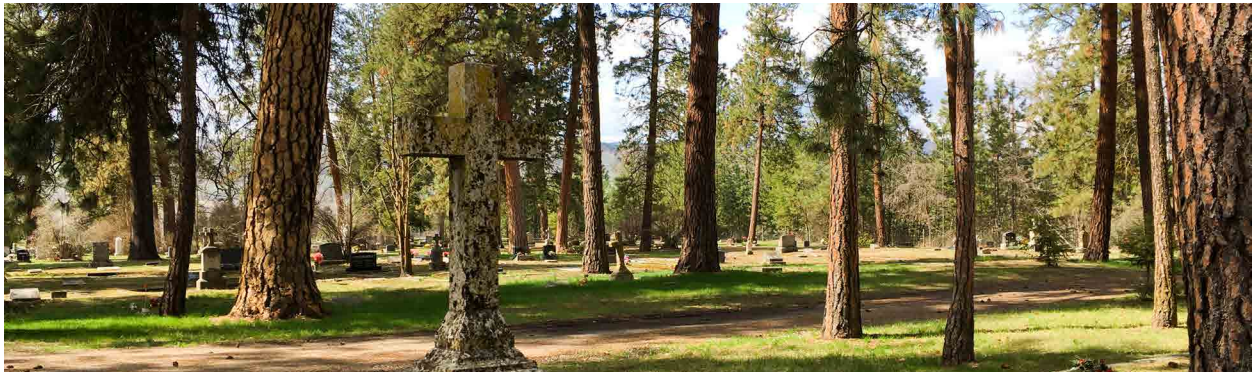
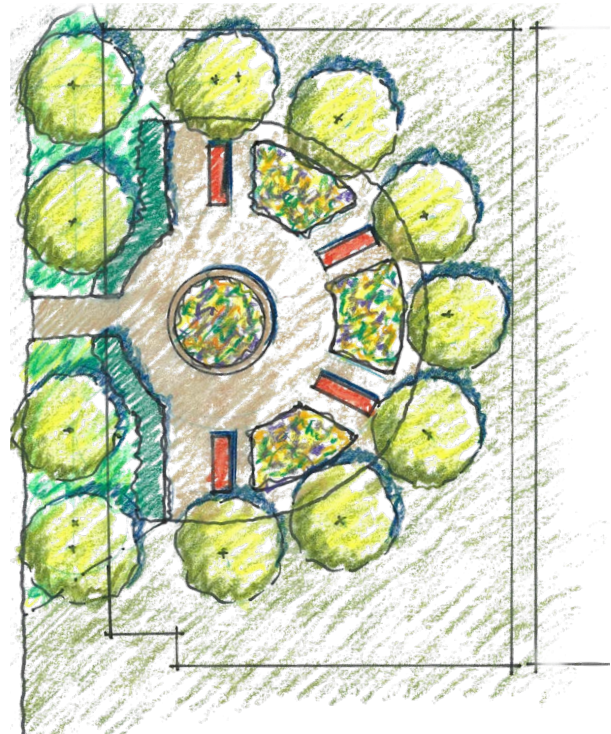
Future Expansion Lands

CITY OF VERNON CEMETERY MASTER PLAN

The City of Vernon commissioned LEES+Associates to prepare a Cemetery Master Plan for the Pleasant Valley Cemetery. The Plan outlined a defensible, robust strategy for enhancing the sustainability of the City's cemetery services, and offered an implementation plan for achieving improved cemetery operations, policies and practices. The Pleasant Valley Cemetery has two distinct characters: older graves and tall pine trees occupy the older cemetery lands and newer graves with lawn and tree lined drives occupy the newer sections of the cemetery.

The following elements were included in the Cemetery Master Plan:

- Identification and analysis of community needs and trends;
- Cemetery supply and capacity analysis;
- Cemetery operations recommendations;
- Financial management recommendations;
- Cemetery concept and phased implementation plans;
- Bylaw review and recommendations;
- Cost estimates for proposed enhancements.



APPENDIX D STAFF RESUMES

Erik Lees

FCSLA, RPP | Principal

Erik has over 39 years of experience in park, trail and environmental planning, design, and management. His background in landscape architecture, horticulture, and management, combined with a thorough understanding of government systems, has resulted in a blend of planning, operational and corporate skills. He is known for his work in landscape architecture, planning, policy development, design and facilitation. Erik has designed and managed many large and small scale parks and municipal infrastructure projects. He has prepared studies on open space systems, and led the planning, design, and construction of streetscapes, parks, trails, and waterfronts across Canada.



PROFESSIONAL EXPERIENCE

Landscape Architect/ Principal, LEES+Associates, Vancouver BC, 1998- present

Parks Manager, District of West Vancouver BC, 1988 - 1998

Parks Superintendent, Nelson BC, 1984 - 1988

Horticulturist, Nelson BC, 1978 - 1984

ACADEMIC CREDENTIALS

Bachelor of Landscape Architecture, University of British Columbia, Vancouver BC, 1992

Ontario Diploma in Horticulture, University of Guelph, Guelph ON, 1984

Journeyman Horticulturist, BC Ministry of Labour Certified, 1982

BC Ministry of Forest Certified, Visual Landscape + Recreation Features Inventory, and Recreation Opportunity Spectrum, 2001

PROFESSIONAL AFFILIATIONS + ACTIVITIES

Fellow of the Canadian Society of Landscape Architects

British Columbia Society of Landscape Architects, Registered Member

Planning Institute of BC, Registered Member

Western Canada Cemeteries Association, Supplier Member

Cemeteries + Cremation Association of BC, Supplier Member

Cremation Association of North America, Supplier Member

Ontario Association of Cemetery + Funeral Professionals, Supplier Member

Past Design Review Committee Chair, District of West Vancouver

Director, NRPA Parks Administrator's Academy, 2000-present

Past Director, Downtown Vancouver Association, 2002- 2004

Contributing Writer, Parks and Recreation BC (parks and environmental issues)

Contributing Writer, Network (memorial and funeral industry magazine)

Editor, "Clippings" newsletter, Parks Branch BC Recreation and Parks Association on environmental, garden, landscape maintenance, design, and planting issues

Sessional Instructor + Guest Lecturer, University of British Columbia Landscape Architecture Program + Faculty of Forest Resource Management, 1996- 2007

AWARDS + HONOURS

Iqaluit Municipal Cemetery, Honor Award for General Design, American Society of Landscape Architects , 2018 and National Award of Excellence, Canadian Society of Landscape Architects, 2017

Toronto Natural Environment Trail Strategy, National Merit Award, Canadian Society of Landscape Architects, 2014

Komagata Maru Memorial, Regional Merit Award, Canadian Society of Landscape Architects, 2013

Mountain View Cemetery Masonic Redevelopment, Regional Merit Award, Canadian Society of Landscape Architects, 2009

Air India Memorial + Ceperley Park, National Merit Award, Canadian Society of Landscape Architects (CSLA), 2008

Woodlands Memorial Garden Consultation Process, BC Assoc. of Community Living Partnership Award, 2005

Still Creek Rehabilitation + Enhancement Study, Honourable Mention, Canadian Institute of Planners Award for Planning Excellence, 2007

Everett Crowley Park Management Plan, Vancouver Park Board, Environmental Leadership Award, BC Recreation + Parks Association (BCRPA), 2005

Wellington Point Recreational Pier + Park, Delta Parks + Recreation, Parks + Open Space Award, BC Recreation + Parks Association (BCRPA), 2001

RECENT EXAMPLE PROJECTS

As the Principal in Charge, Erik has overseen all project work completed by LEES+Associates including:

Recreation Centre Feasibility Study, City of Fernie, 2019

Track and Field Strategy, Vancouver Park Board, 2018-present

Recreation Market Analysis Study, District of Saanich, 2018-present

VanPlay - Vancouver Parks and Recreation Master Plan, Vancouver Park Board, 2017-present

Carnarvon Park Master Plan, District of Oak Bay, 2018-present

Marpole Community Centre Needs Assessment and Location Study, Vancouver Park Board, 2018

Kwanlin Dün Community Hub Building Landscape Design, Kwanlin Dün First Nation, 2018-present

North Arm Territorial Park Concept Design, Government of the Northwest Territories, 2018-present

Powell Beach Park Management Plan, District of Summerland, 2018

Front Country Parks Accessibility Audits, BC Parks, 2018

Parks Master Plan and Urban Forest Strategy, Regional Municipality of Wood Buffalo AB, 2018

Beaver Lake Restoration Plan Detailed Design, Vancouver Park Board, BC, 2018

Trails 10 Year Strategy, Lower Seymour Conservation Reserve, Metro Vancouver, 2004 and 2018
 Inter River+ Myrtle Park Sport Court Design, District of North Vancouver, 2015 Concept/2018 Detailed Design
 Parks and Open Spaces Master Plan, City of Victoria, 2017
 Parks and Recreation Master Plan, District of Summerland, 2017
 Parks Master Plan, Bowen Island Municipality, 2017
 Sheep Paddocks Trail Design Development and Construction Drawings, Metro Vancouver, BC, 2017
 Sunset Senior's Centre Feasibility Study, Vancouver Park Board, 2017
 Centennial Park Improvements, Town of Lake Cowichan, 2016-2017
 Gyro Park Pier & Foreshore Walkway Design, Town of Osoyoos, 2017
 Big Creek National Wildlife Area Visitor's Exp Improvements, Environment Canada, ON, 2017
 Sunshine Coast Botanical Garden Master Plan, Sechelt, BC 2016
 Prince Albert National Park Front Country Campground Revitalization (w/ McElhanney), Parks Canada, 2016
 Arrow Lakes and Kinbasket Recreation and Boat Ramp Studies, BC Hydro, West Kootenays BC, 2009-ongoing
 Parks Master Plan, Columbia Shuswap Regional District - Electoral Area C, 2017
 Parks and Recreation Master Plan, City of White Rock, 2017
 Community Parks and Trails Master Plan, Cowichan Valley Regional District - Electoral Area E, 2017
 Stave West Campground Concept Development, District of Mission, BC, 2016
 Trails Master Plan, Town of Banff, AB 2015
 Parks, Recreation and Culture Master Plan, City of Merritt, 2015
 Goats Peak Park Management Plan, Regional District of the Central Okanagan, 2014
 Humber Bay Shores – Trail Concept, Toronto, ON, 2014
 Recreation Master Plan, Town of Banff, AB 2014
 Beaver Lake Restoration Plan Concept Design and Graphics, Vancouver, BC, 2013
 Parks and Recreation Master Plan, District of Squamish, BC, 2012
 Stanley Park Cycling Plan, Vancouver Park Board, 2014
 Community Services Master Plan, Town of Osoyoos, 2014
 Lower Lynn Town Centre Recreation Needs Assessment, District of North Vancouver, 2014
 Green Space, Parks and Rec Master Plan, City of Quesnel, 2014
 TFL 26 Recreation Master Plan, District of Mission, 2014
 Sunshine Coast Trails Strategy, Sunshine Coast Trails Society, 2013

Josh Bernsen

BLA, BCSLA, CSLA, RLA | Senior Landscape Architect

Josh is a registered landscape architect with 10 years of experience in landscape design and construction on projects throughout the US and Canada. After receiving a Bachelor of Landscape Architecture from Washington State University he has worked in various roles. Josh brings a diverse range of experience in the design of public and private parks, open space, mixed-use developments, commercial projects, residential projects and project construction management. He has expertise in public process, construction administration, project management and detailed design. Josh has a passion for detailed design, human health in the built environment and culturally sensitive landscapes.



PROFESSIONAL EXPERIENCE

Associate, LEES+Associates, Vancouver BC, 2018-present

Landscape Architect, Forma Design Inc. Landscape Architects, North Vancouver BC, 2014-2018

Landscape Designer/Project Manager, Kurisu International, Portland, OR USA, 2011-2014

Landscape Designer, Lango Hansen Landscape Architects, Portland, OR USA, 2007-2009

ACADEMIC CREDENTIALS

Bachelor of Landscape Architecture, Washington State University, Pullman, WA USA, 2008

Bali Field School (WSU), Bali, Indonesia, 2006

PROFESSIONAL AFFILIATIONS + ACTIVITIES

British Columbia Society of Landscape Architects, Registered Member

Oregon State Landscape Architecture Board, Registered Member

RECENT EXAMPLE PROJECTS

Ocean View Cemetery Master Plan, City of Astoria, Oregon, 2019- Present
Bear Creek Park Athletics Centre Feasibility Study, City of Surrey, BC, 2019- Present
Grand Centre Cemetery Detail Design, City of Cold Lake, AB, 2019- Present
Rivers Edge Hotel Development, City of Whitehorse, YT, 2019- Present
Kwanlin Dun Community Hub Detailed Design, City of Whitehorse, YT, 2019-Present
Stanley Park Cycling Plan, Vancouver Park Board, BC, 2019-Present
Southeast Calgary Cemetery Master Plan Construction Drawings, City of Calgary, AB, 2018 - Present
Benbow Park Tennis Court Renovation, District of West Vancouver, 2017
138 East 8th Mixed-Use Development, City of Vancouver, 2016-2018
Capilano Mixed-Use Development, District of North Vancouver, 2016
British Pacific Properties Presentation Centre, District of West Vancouver, 2015
Richard & Helen DeVos Japanese Garden, Grand Rapids, MI, USA 2012-2014
Samaritan Health Sciences Campus Healing Garden, Lebanon, OR, USA 2012-2014
Fernhill Natural Treatment Wetlands, Forest Grove, OR, USA 2011-2014
Japanese Lantern Centennial Enhancement Project, Washington, DC, USA 2011-2012
City of Aurora Parks Master Plan, Aurora, OR, USA 2011
Harmony Park Site Analysis and Concept Plan, Milwaukie, OR, USA 2008

Jennifer Thibert

BSc, CPA, CMA | Business Manager- Associate

Jennifer Thibert is a Business Manager, Chartered Professional Accountant (CPA), and Certified Management Accountant (CMA) with a Bachelor of Science from McGill University. With over 15 years of experience of cemetery and crematorial financial forecasting, business planning, cash flow and case study analysis. Jennifer provides strategic management, performance measurements, cemetery trends, sales and cash flow analysis for our cemetery clients.



PROFESSIONAL EXPERIENCE

Business Manager, LEES+Associates, Vancouver BC, 2012- present
Consulting Accountant - Part Time, Casual, British Canadian Construction Ltd., Burnaby BC, 2011- 2013
Office Manager, Accounting & Administration, AdvancedIO Systems Inc., Burnaby BC, 2011- 2012
Controller, Signing Officer, Enersolv Design + Build Ltd., Vancouver BC, 2008- 2010
Office Administrator, Signing Officer, Maxwell GeoServices (Canada) Inc, Vancouver BC, 2005- 2008
Office Manager & Project Coordinator, CanAsia Environmental & Engineering Ltd., Surrey BC, 2003- 2005

ACADEMIC CREDENTIALS

CPA, CMA Strategic Leadership Program, 2012- 2014
CPA, CMA Certified Management Accountant Accelerated Program, 2011- 2012
CPA, CMA Quick Start Program, Langara College, Vancouver BC, September 2010- December 2010
Bachelor of Science, McGill University, Montreal QC, 2001

PROFESSIONAL AFFILIATIONS + ACTIVITIES

CPA Canada, Registered Member

AWARDS + HONOURS

Silver Medal and Corporate Award, CPA Canada, CMA- BC, 2014
James McGill Scholarship, McGill University, Montreal QC, 1998
Larry MacDonald Chevy- Olds Award (Highest Mark Accounting), 1997
Caesar Chavez Memorial CAW TCA Bursary, 1997

RECENT PROJECT EXPERIENCE

Cemetery Master Plan, City of Astoria, OR, 2019-Present
Cemetery Master Plan, Town of Strathmore, AB, 2019
Cemetery Master Plan, City of Vernon, BC, 2018-2019
Cemetery Master Plan, Village of Lumby, BC, 2018-2019
Cemetery Master Plan Update, City of Enderby, BC, 2018-2019
Cemetery Master Plan, District of Sparwood, BC, 2018-2019
Cemetery Strategic Plan, Town of Whitchurch-Stouffville, ON, 2018-2019
Edmonton Muslim Cemetery Feasibility Study, Islamic Missionary Association, AB, 2018-2019
Woodlawn Memorial Park Cemetery & Crematorium Plans, Guelph Cemetery Commission, ON, 2014-2019
Cemeteries Operations Plan, Township of Langley, BC, 2017-2019
Telford Lake Cemetery Master Plan, City of Leduc, AB, 2017-2019
Cemetery Bylaw + Business Plan, City of Salmon Arm, BC, 2018
Cemetery Lands Identification in the Lower Mainland, Arbor Memorial, BC, 2018
New Cemetery Feasibility Workshop, Burial Options Society in Strathcona County, AB, 2018
Pacific Memorial Park Market & Pricing Study, Martin Brothers Funeral Home, City of Burnaby, BC, 2017-2018
Cemetery Bylaw Update + Pricing Recommendations, City of Penticton, BC, 2017
Veterans Cemetery Management + Operations Analysis Project, City of Esquimalt, BC, 2016-2018
Pacific Memorial Park Market Report + Pricing Study, Martin Brothers Funeral Home, BC, 2016
Surrey Centre Cemetery Plan + Design, City Staffing Analysis, City of Surrey, BC, 2014-2018
Cemetery Operations Review, Business Model + Survey, Town of Drayton Valley, AB, 2014-2018
Cemetery Business Plan, City of Charlottetown Catholic Diocese, PEI, 2013-2018
Cemetery Land Needs + Operations Analysis, Town of Okotoks, AB, 2016
Cemetery + Crematorium Feasibility Study, City of Mississauga, ON, 2016
Cemetery System Master Plan, City of Cold Lake, AB, 2016
York Cemetery Needs Analysis + Policy Framework, York Region, ON, 2015-2016
Cemetery Master Plan, City of Spruce Grove, AB, 2015-2016
Kelowna Memorial Park Cemetery Master Plan, City of Kelowna, BC, 2014-2016
Elk Falls Cemetery Plan + Vision, City of Campbell River, BC, 2014-2016
Cemetery Land Needs Assessment + Business Plan, City of Welland, ON, 2013-2016
Cemetery Business Plan, RFP, Governance Review + ROI Analysis, Rocky View County, AB, 2009-2016
Normal Hill Cemetery Master Plan, City of Lewiston, Idaho, USA, 2015
Cemetery Master Plan, City of Brandon, MB, 2015
Land Needs Assessment + Business Plan Strategy, City of Hamilton, ON, 2014-2015

Chelsey Schmidtke

B.Des, MLA, AALA Intern | Associate

Chelsey's interests and passions lie in the beauty of building communities and relationships with and within the land we live in. This has lead to her work in cultural and heritage landscapes, as well as community development planning and design work for rural and indigenous communities. Before undertaking her master's in landscape architecture at the University of British Columbia, she worked in the field as a geotechnical and geomatics technician and also freelanced as a photographer, graphic designer and event coordinator. Her experience ranges from work in communications and documentation, to community greenspace design-builds, park and trail design, as well as recreation, culture and tourism planning.



PROFESSIONAL EXPERIENCE

Associate, LEES+Associates, 2019 - present

Associate, Binnie, Burnaby BC, Spring 2019

Associate, McElhanney Consulting Services Ltd., Vancouver and Calgary, BC, 2015-2017

Videographer, UBC School of Architecture and Landscape Architecture, Vancouver, BC, 2012-2014

Soils & Geomatics Technician, Genivar, Edmonton, AB, 2010-2012

ACADEMIC CREDENTIALS

Master of Landscape Architecture, University of British Columbia, Vancouver BC, 2016

Bachelor of Design, Alberta College of Art and Design (ACAD, now Alberta University of the Arts), AB, 2012

PROFESSIONAL AFFILIATIONS

Alberta Association of Landscape Architects, Intern Member

RECENT PROJECT EXPERIENCE

Ocean View Master Plan, City of Astoria OR, 2019-Present

Mountain View Cemetery Roads, Parking, and Water Strategy, City of Vancouver, BC, 2019-Present

Mountain View Cemetery Lighting and Wayfinding Strategy, City of Vancouver, BC, 2019

Oak Park Renewal, City of Vancouver, BC, 2019-Present

Vancouver Track and Field Strategy, City of Vancouver BC, 2019-present

WORK EXPERIENCE PRIOR TO JOINING LEES + ASSOCIATES

Brydon Park Detailed Design, City of Langley, BC, 2019

Davies Orchard Detailed Design, Metro Vancouver, BC, 2019

Facilities Mapping - Recreation Master Plan, RC Strategies for City of Kamloops, BC, 2019

Writing Wrongs Website, Nikkei National Museum & Cultural Centre, Tabata Productions, Vancouver, BC, 2018 - 2019

Memorial Design and Installation for All Souls at Mountain View Cemetery, Private Commission, Vancouver, BC, 2018

Lower Mainland Map Matrix, University of British Columbia, School of Architecture and Landscape Architecture, Vancouver, BC, 2018

Lower Athabasca & Slave River Tourism Feasibility Study, AB Trailnet, AB, 2017

1st Street SW Revitalization, City of Calgary, AB, 2017

Children and Youth Courtyard, Surrey Memorial Hospital, City of Surrey, YT, 2018

Westgate School Ground Naturalization Project, Calgary Board of Education, YT, 2018

Recreation & Culture Master Plan, Fort McLeod, AB, 2018

Waterton Marina, Parks Canada, YT, 2018

Trails Standard Detail Drawings, City of Calgary, AB, 2017

Campground Design Manual, Parks Canada, 2017

Recreation and Culture Master Plan, Fort MacLeod, 2016

Mitihenahk Community Center, Jean Baptiste Gambler Reserve, AB, 2014-2016

Piitapan Education Garden, Little Buffalo, Lubicon Lake Band, AB, 2015-2016

Campground Assessments, Parks Canada, Jasper National Park, AB, 2015-2016

?aq'am Land Use Plan, Ktunaxa Nation, Cranbrook, BC, 2015

Arbutus Beta-Lab UBC Design Study for the Arbutus Corridor, City of Vancouver, BC, 2014

Corporate Business Strategy for Indigenous Clients, McElhanney, Calgary, AB, 2016

VOLUNTEER ACTIVITIES

Designer and Production Assistant, All Souls at Mountain View Cemetery, Vancouver BC, Fall, 2018

Participant and Researcher, Canadian Society of Landscape Architects, Indigenous Issues Task Force, Vancouver BC, Winter 2017

Facilitator/Helper, Mikhowapikwaniy Story Telling Camp, Marten Lakes Wilderness Campus AB, Summer 2014

Event Coordinator, Landscape Architecture Student Association, Vancouver BC, 2013-2014

Paul Swancott | Planner

Paul Swancott has 20 years of professional planning and project management experience in the public and private sector. He has worked as a project manager/consultant on a variety of projects for private clients throughout Southern California. Paul's background includes an extensive knowledge of the theories, principals, procedures, practices and trends in the field of land use development, including environmental analysis as they pertain to the entitlement process, including residential and commercial development. He has worked on general plan amendments, specific plan amendments, zone changes, tentative maps, development plans, revised permits, substantial conformance and use permits. Regarding California Environmental Quality Act (CEQA), Paul has hands on experience preparing, managing, reviewing, processing, and making recommendations regarding a project's compliance with CEQA.



Education

BS, Business Management, 1999, University of Redlands, California

Years of Experience

20

Civil Engineering Services, for the City of Murrieta, California

As project manager, Paul is providing oversight of staff augmentation at the City of Murrieta under an on-call civil engineering services contract.

City of Menifee and City of Wildomar Consulting, California

As a consultant, Paul provided extensive due diligence for negotiation/purchase of a property, including letter of intent to purchase for development of a Marriott Hotel. This included site design and associated documents/requirements for the City of Menifee and City of Wildomar's entitlement process.

Senior Planner, Planning Division, City of Murrieta, California

As a senior planner with the City of Murrieta Paul was responsible for providing hands-on experience preparing, managing, reviewing, processing, and making recommendations regarding residential/commercial project's compliance with CEQA. He also conducted meetings with department heads, planning commissioners, council members regarding projects in process and future residential and commercial projects. Paul was also responsible for plan review including but not limited to; grading, utilities, building and landscaping plans for compliance with the approved project and current engineering, fire and building requirements.

City of Menifee Consulting, California

As a consultant, Paul provided direction for project construction of a medical office as required by the conditions of approval for a private commercial developer in the City of Menifee.

County of Riverside (Salton Sea), California

As a consultant, Paul completed site design, feasibility and review requirements for the County's General Plan entitlement process and zone change for a site owned by a private developer.

County of Riverside, (Homeland), California

As a consultant, Paul completed site design for a single-family residential (high density) developer. He completed a review of site design for 80-units and also completed research for the County's entitlement process for revision to a tentative map

City of Temecula Consulting, California

As a consultant, Paul completed a review of various entitlement/project documents for a commercial hotel developer.

Kim Rhodes, PLA | Landscape Architect

Kim is a California registered, award-winning landscape architect, client manager and vice president with DEA. For the past 34 years, she has been responsible for landscape architectural design and management on numerous projects, including design and planning for parks, trails, streetscapes/roadways, sports facilities, transportation corridors, structure aesthetics, schools and universities, commercial, residential, and industrial developments. She manages large, multi-disciplinary projects including on-call services contracts for Caltrans District 8, Walt Disney Imagineering, and the City of Los Angeles.



Marna O'Brien, Heritage, Windsong, and Perret Parks, Wildomar, California

DEA landscape architects, engineers and surveyors worked with the county of Riverside Economic Development Agency on four park improvement projects throughout Wildomar (prior to City incorporation). These existing neighborhood parks, which range in size from 2-acres to 12-acres included Marna O'Brien Park, Perret Park (adjacent to Lake Elsinore), Heritage Park and Windsong Park. Amenities included ballfields, basketball courts, children's playgrounds, restrooms, parking, boat launch area, picnic areas, walking paths, and signage.

Mariposa Park, Santa Ana, California

Kim served as principal in charge for Mariposa Park, a new half-acre neighborhood park in the City of Santa Ana. The local residents requested that the park include a playground, a teaching area for active lifestyle classes, and a community garden. The design included walkways, playground equipment, a picnic area, a shade structure, a rock bioswale, California friendly plans (including fruit trees), drip irrigation, low impact development drainage, lighting, and other amenities, including a park entrance sign, interpretive signage, benches, picnic tables, bike racks, and drinking fountain.

Memory Lane Park, Santa Ana, California

Kim served as principal in charge for Memory Lane Park and Trailhead in the City of Santa Ana. The park was designed to provide recreational opportunities to the area residents, general public, and bike & equestrian riders along the Santa Ana River Trail. The pocket park includes a children's play area, fitness equipment, nature garden, trails, bike racks, equestrian hitching posts, picnic area, site furnishings, a dry creek bed with pedestrian bridge, signage, security lighting and landscaping.

Palm Desert Civic Center Master Grading and Landscape Plan, Palm Desert, California

Kim served as lead landscape architect for the 70-acre park located within Palm Desert's city hall and civic center complex. The design included a 1-acre lagoon which serves as the source of irrigation for the park. Other park elements include tot lots, play areas, an outdoor amphitheater, picnic areas, tennis courts, basketball and volleyball courts, entry plazas, a rose garden, public art, and jogging paths. The third phase of the 70-acre park included four lighted baseball fields, two soccer fields, a restroom, picnic facilities, and open play areas. The design concentrated on the use of drought tolerant plants and water efficient irrigation systems.

Education

BS, Landscape Architecture, 1985, California Polytechnic State University, Pomona

Registrations

Registered Landscape Architect, 1993, California (3867)

Years of Experience

34

APPENDIX E CEMETERY CONSULTANT CHECKLIST

Cemetery Consultant Selection Checklist

	LEES+Associates	Consultant	Consultant
Primary Purpose is Cemetery Consulting	✓		
Cemetery Planning Experience	✓		
Prime Consultant leading multi-disciplinary teams	✓		
Assistance with Cemetery development approvals	✓		
Cemetery Master Planning	✓		
Cremation Garden Design	✓		
Green Burial Design	✓		
Public/Stakeholder Engagement (surveys, open houses/public forums, interviews, workshops)	✓		
Cemetery Land Allocation Studies in urban areas (Need assessments, strategic land development plans)	✓		
Pet Cemetery Design (conceptual)	✓		
Cemetery Signage and Wayfinding Strategies	✓		
Historical Cemetery and Memorial Design and Planning	✓		
Cemetery and Memorial Design	✓		
Public Sector (Canada, USA)	✓		
Private Sector (Canada, USA)	✓		
Cemeteries and burial area design for religious groups (including Catholic, Jewish, Muslim) (Canada, USA)	✓		
Indigenous Cemeteries (Canada)	✓		
Municipal Cemeteries, Memorials (Canada, USA)	✓		
National Cemeteries, Memorials (Canada)	✓		
Police and Military Service Cemeteries, Memorials (Canada)	✓		
Cemetery Business Case Analyses	✓		
20 year cemetery cash flow projections	✓		
Perpetual Care Fund analyses	✓		
Cemetery Marketing plans	✓		
Cemetery Land Needs Analysis	✓		
Strategic Cemetery Infrastructure Investment Planning	✓		
Cemetery Management and Maintenance	✓		
Cemetery Maintenance Manuals (including infrastructure maintenance plans and historic grave restoration guidelines)	✓		
Operational Guidelines	✓		
Cemetery GIS mapping	✓		
Cemetery Governance	✓		
Support for Cemetery bylaw and ordinance drafting	✓		
Standard operating procedures and Best Management Practices	✓		
Independent Cemetery Research and Polling	✓		
Trends analyses	✓		
Demographic analyses	✓		
Primary research	✓		

Cemetery Consultant Selection Checklist

	LEES+Associates	Consultant	Consultant
Professional Development	✓		
Ongoing member of professional associations	✓		
Cremation Association of North America	✓		
International Cremation and Cemetery Association	✓		
Ontario Association of Cemetery and Funeral Professionals	✓		
Cremation and Cemetery Association of BC (including annual conferences)	✓		
Western Canada Cemetery Association (including annual conferences)	✓		
Membership in Provincial/Territorial Society of Landscape Architects (i.e., BCSLA, OALA) including attendance at Annual Conferences	✓		
Washington Cemetery and Cremation Association	✓		
Canadian Institute of Planners	✓		
Ongoing cemetery professional development program for staff	✓		
Principals speak at and attend cemetery conferences regularly	✓		
Publish regularly in cemetery journals	✓		
Staff have "on-the-ground" cemetery experience	✓		
Cemetery Product Design	✓		
Columbaria design and manufacturing specifications	✓		
Family vessel design and manufacturing	✓		
Cremation interment options	✓		
Scattering garden design and construction specifications	✓		
Custom design interment options	✓		
Green Burial Area design, construction and management specifications	✓		
Memorial and Monument Design (detailed design and construction specifications)	✓		
Cemetery Entry, Building and Wayfinding Sign Design	✓		
Cemetery Lighting Design	✓		
Cemetery Marketing and Outreach Materials (renderings, 3D graphics)	✓		
Support for cemetery app development (cemetery digital mapping, iCemetery app)	✓		
Quality Assurance /Quality Control Processes	✓		
Ongoing customer satisfaction surveys	✓		
Planning, design and construction quality verification system	✓		
Change order process	✓		

APPENDIX F REQUIRED FORMS EXHIBIT A + B

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

- A. Business Planning: (Land Needs Analysis, Product & Services Review, Financial Planning)
- B. Engagement Facilitation of Internal and External and Public Stakeholders
- C. Site Analysis and Evaluation and Survey
- D. Operations Analysis
- E. Site Planning + Design
- F. Cost Estimating for Budgetary Allowances

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

- A. Needs Analysis
- B. Engagement facilitation + Engagement Summary
- C. Site Evaluation
- D. Operations Analysis
- E. Product & Services Review
- F. Financial Plan
- G. Illustrative Development & Phased Implementation Plan
- H. Cost Estimate
- I. Site Topographic Survey, with Aerial Map

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

- A. 9 Biweekly Meetings + Following Status Reports (dates described below)
- B. B 1 Engagement Key Findings Report
- C. Draft Plan
- D. Final Plan

EXHIBIT "A"

SCOPE OF SERVICES

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

- | | |
|--|-------------------------------|
| 1. Start-Up Teleconference followed by Status Reports | week of Nov. 18 |
| 2. Phase 1 Deliverables: | |
| 2.1 Background Data Request Form provided | week of Nov. 18 |
| 2.2 Available data provided by Client | week of Jan. 6 |
| Biweekly Meetings followed by Status Reports | |
| Biweekly Meeting 1 | week of Dec.2 |
| Biweekly Meeting 2 | week of Dec.16 |
| 4. Site Visit & Stakeholder Workshops | week of Dec.9 |
| 5.Phase 2 Deliverables: | week of Jan. 13 |
| 5.1 Online Survey Outline; | |
| 5.2 Site Opportunities and Constraints Diagram; | |
| 5.3 Engagement Key Findings Report | |
| Biweekly Meeting 3 followed by Status Report | week of Jan.13 |
| 6. Phase 3 Deliverables: | |
| 6.1 Key Data Analysis Findings | week of Jan. 20 |
| 6.2 A schematic, Illustrative Development Plan | week of Jan. 20) |
| Biweekly Meeting 4 followed by Status Report | week of Jan. 27) |
| 7. Online Survey Launch Feb. 3, Closes Feb. 28 | Launch Feb. 3, Closes Feb. 28 |
| 8. Optional Public Open House / Phase 4 Deliverables: | |
| 8.1 Draft Master Development and Business Plan | week of Feb. 10) |
| Biweekly Meeting 5 followed by Status Report | week of Feb. 10) |
| 9. Issue Final Report | week of March 23 |
| 10. Final Presentation + Phase 5 Deliverables: | week of Aug. 13 |
| 10.1 Printed and Bound Hard Copy; | |
| 10.2 Digital Copies; | |
| 10.3 PowerPoint Presentation of the Master Development and Business Plan | |
| Biweekly Meetings 6-9 followed by Status Reports | |
| Biweekly Meeting 6 | week of Feb. 24 |
| Biweekly Meeting 7 | week of March 9 |
| Biweekly Meeting 8 | week of March 23 |
| Biweekly Meeting 9 | week of April 6 |

EXHIBIT "A"

SCOPE OF SERVICES

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

- A. Erik Lees FCSLA, RPP | Principal
- B. Josh Bernsen BLA, BCSLA, CSLA, RLA Oregon | LEES Senior Landscape Architect
- C. Jennifer Thibert BSc, CPA, CMA | LEES Business Manager
- D. Chelsey Schmidtke BDes, MLA, AALA Intern | LEES Associate

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

- A. Paul Swancott BS | DEA Planner
- Kim Rhodes BS | DEA Landscape Architect

EXHIBIT "B" COMPENSATION

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

	Position	Role/Job	Hourly Rate (USD)
A.	LEES Principal/Senior Associate	Strategic Oversight	\$190 / hour
B.	LEES Business Manager	Business Planner	\$135/ hour
C.	LEES Senior LA	Project Manager	\$135/ hour
D.	LEES Associate	Technical Support	\$100/ hour
E.	DEA Senior Planner	Local Project Advisor + Representative	\$170/ hour
F.	DEA Registered LA	Local Project Advisor + Representative	\$190/ hour

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$190 USD per hour without written authorization from the City Manager or his designee.

IV. The total compensation for the Services shall not exceed \$86,904.10 USD, as provided in Section 4 “Compensation and Method of Payment” of this Agreement.



LEES
+
ASSOCIATES

Proposal for Professional Services

Thursday, Oct. 3, 2019

Contact Information:

509-318 Homer St, **Vancouver** BC Canada, V6B 2V2 | p: 604.899.3806 | f: 604.899.3805

LEES
+
ASSOCIATES

LANDSCAPE ARCHITECTS + PLANNERS